City of Springfield

Agenda

REVISED

City Council

Jeff Schrag, Mayor

Zone Councilmembers	General Councilmembers
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Bruce Adib-Yazdi, Zone 4	Derek Lee, General D

July 27, 2026 **6:30 PM** **Regional Police-Fire Training Center**
2620 West Battlefield Road
Room 101, 102, and 103

Rules and procedures.

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes of the July 13, 2026, City Council Meeting and the July 20, 2026, Special City Council Meeting.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS.

CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

4. CEREMONIAL MATTERS.

5. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2026-151 (Jenson)

A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 1.0 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial District; and adopting an updated Official Zoning Map. (By: B&B Rental & Real Estate LP; 2852 West Republic Road; Z-14-2026)

6.2. Council Bill 2026-152 (Horton)

A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 130 acres of property generally located at 233 East Norton Road from County R-1, Suburban Residence District; R-SF, Single-Family Residential District; and Planned Development No. 165 and 165 Amended, to GI, Government and Institutional District; and adopting an updated Official Zoning Map. (By: Maranatha Village, Inc.; 233 East Norton Road; Z-15-2026)

6.3. Council Bill 2026-153 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code,' to incorporate recommended changes. (By: City of Springfield; City-wide; Land Development Code - Text Amendment Number 3.)

6.4. Council Bill 2026-154 (Carroll)

A general ordinance amending the Springfield City Code, Chapter 36, Article 10, Section 36-10.09.C.5, 'Marijuana & Medical Marijuana Uses,' to allow drive-thru facilities to operate until 1:30 a.m. (By: V3 MO Vending 5, LLC; Citywide; Marijuana & Medical Marijuana Uses Drive-Through Hours of Operation Amendment.)

6.5. Council Bill 2026-159 (Lee)

A special ordinance amending the budget of the Springfield Fire Department for Fiscal Year 2026-2027 in the amount of $83,558.92 to appropriate fund balances from the Fire Department Community Room, Public Education, and Hazardous Materials Funds.

6.6. Council Bill 2026-161 (Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into a Sewer Extension Cost Reimbursement Agreement with Camray Investments, LLC, for the recovery of proportional square foot costs of the construction of a sanitary sewer extension to serve Joint District 217 of Section 16 and establishing a sanitary sewer cost recovery area and a per square foot connection fee to reimburse the developer for proportional costs of construction of the sanitary sewer extension.

6.7. Council Bill 2026-162 (Carroll)

A special ordinance selecting Mauldin & Jenkins, Certified Public Accountants, LLC, as the City's independent auditor, pursuant to Section 2.14 of the City Charter; and authorizing the City Manager to execute a contract with said firm for independent auditing services for the City, including the Police Officers' and Fire Fighters' Retirement Fund, for Fiscal Years 2026 through 2030.

6.8. Council Bill 2026-163 (Lee)

A special ordinance authorizing the City Manager, or designee, to accept a grant renewal in the amount of $100,000 from the Missouri Children's Trust Fund for use by the Springfield-Greene County Health Department to continue operating the Family Connects Program that offers no-cost home visits to parents of newborns in Greene County, Missouri; to enter into agreements necessary to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $100,000 to appropriate the grant funds.

6.9. Council Bill 2026-164 (Jenson, Adib-Yazdi, Horton, Hosmer)
A general ordinance amending Chapter 118 of the Springfield City Code, “Vehicles for Hire,” Section 118-49, to require taxicabs operated in the City of Springfield to be inspected biennially, on years where no state vehicle inspection is required; repealing General Ordinance 6942; and accepting the report of the Finance and Administration Committee.

6.10. Council Bill 2026-165 (Hosmer)
A special ordinance authorizing a plan for an industrial development project for the Andy’s Headquarters Project, consisting of the construction and improvement of a new headquarters campus; and authorizing the City of Springfield, Missouri to issue its Taxable Industrial Development Revenue Bonds (Andy’s Headquarters Project), in a principal amount not to exceed $32,000,000 and authorizing and approving certain documents and actions in connection therewith.

7. RESOLUTIONS.
Citizens May Speak. May Be Voted On.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.
Citizens May Speak. May Be Voted On.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.
Citizens May Speak. Not Anticipated To Be Voted On.

13. FIRST READING BILLS. Requiring One Reading.
Citizens May Speak. May Be Voted On.

14. FIRST READING BILLS. Requiring Two Readings.
Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2026-160 (Lee)
A special ordinance authorizing the General Manager of City Utilities of Springfield, Missouri (“City Utilities”) or his designee, on behalf of City Utilities, to enter into an agreement with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

14.2. Council Bill 2026-168 (Carroll)
A special ordinance amending the City's Fiscal Year 2025-2026 General Fund operating budget by increasing revenue and expenses in the amount of $438,503.95 to adjust for certain unanticipated revenue and associated offsetting expenses, adjust the salary budget for retirement payouts, and adjust interdepartmental budgets.

14.3. Council Bill 2026-169 (Hardinger)
A special ordinance amending the City's Fiscal Year 2025-2026 operating budget in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53 to adjust for certain unanticipated revenue and associated offsetting expenses, and appropriating $158,142.92 in fund balance for transfer to the General Fund.

14.4. Council Bill 2026-170 (Hosmer)
A special ordinance amending the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000, to offset unanticipated expenditures of $1,147,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by $900,000, for an overall budget adjustment of $2,047,000.

14.5. Council Bill 2026-171 (Lee)
A special ordinance amending the Fiscal Year 2025-2026 budget of the Airport, in the amount of $4,000,000 to appropriate reserves from the Airport Operating Fund, Airport Capital Replacement Fund, Airport Car Rental Reserve Fund, and Airport Capital Reserve Fund to finance repairs related to a hailstorm event.

14.6. Council Bill 2026-172 (McGull)
A special ordinance amending Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC, through December 31, 2027, for the City-owned property located at 1109 East Trafficway Street, in order to enable continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

16. NEW BUSINESS.

16.1. Mayor Pro Tem Heather Hardinger will be the Employer Representative at the upcoming 2026 Missouri Local Government Employers Retirement System (LAGERS) annual meeting.

17. UNFINISHED BUSINESS.

17.1. Confirm the following appointment to the Springfield-Greene County Library Board: Pamela Hernandez, with term to expire July 1, 2029.

17.2. Confirm the following appointment to the Art Museum Board: Blanca Judith Martinez-Garcia, with term to expire June 1, 2029.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

20. CONSENT AGENDA – ONE READING BILLS. See Item #3.

21. CONSENT AGENDA – SECOND READING BILLS.

21.1. Council Bill 2026-166 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into a revised Intergovernmental Agreement with Ozarks Technical Community College (“OTC”) for the purpose of providing cooperative training between the Fire Department and OTC.

21.2. Confirm the following appointments to the Citizens' Advisory Board: Jhasmine Watson and Jeff Frederick, with terms to expire March 25, 2029.

21.3. Confirm the following appointments to the Citizens' Advisory Board: Mary Ann Bonetti and Alea Lee, with terms to expire March 25, 2028.

21.4. Confirm the following reappointment to the Citizens' Advisory Board: Lauren Shantz, with term to expire March 25, 2029.

21.5. Confirm the following reappointment to the Springfield-Greene County Library Board: Mar'Ellen Felin, with term to expire July 1, 2029.

21.6. Confirm the following reappointments to the Art Museum Board: Debra Mergen, and Misty Tollett, with terms to expire June 1, 2029.

22. END OF CONSENT AGENDA.

23. CLOSED SESSION.
City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

City of Springfield

Agenda

City Council

Jeff Schrag, Mayor

Zone Councilmembers	General Councilmembers
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Bruce Adib-Yazdi, Zone 4	Derek Lee, General D

July 13, 2026 **6:30 PM** **Regional Police-Fire Training Center, 2620 West Battlefield Road, Room 101, 102, and 103**

1. ROLL CALL.

Present: Councilmember Hosmer, Councilmember Horton, Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Adib-Yazdi, and Mayor Schrag. Absent: Councilmember Lee.

2. APPROVAL OF MINUTES. Approved as Presented.

2.1. Approval of Minutes of the June 22, 2026, City Council Meeting, and June 22, 2026, June 29, 2026, and July 2, 2026, Special City Council Meetings.

Councilmember McGull moved to approve the minutes of the June 22, 2026, City Council Meeting, and June 22, 2026, June 29, 2026, and July 2, 2026, Special City Council Meetings as presented. Mayor Pro Tem Hardinger seconded the motion, and it was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. Approved as Presented.

CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

The Consent Agenda was approved as presented by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

4. CEREMONIAL MATTERS.

5. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.

DRAFT

David Cameron, City Manager, provided an update regarding the 120-day administrative delay related to potential data center development, which City Council approved on June 22, 2026. He advised the City had planned the first two public input sessions for August and noted the process would involve substantial public input, partner coordination, and continued discussion with City Utilities, Greene County, and other communities interested in similar frameworks.

Mr. Cameron explained the City intended to be intentional about communication, listening, and compiling public feedback. He noted the discussions would include potential benefits, impacts, and distinctions between small, medium, and large data center uses. He further advised the November 17, 2026, end date listed in the City Manager's report remained tentative, and additional time could be brought back to City Council for consideration if needed. He noted updates would be included in the City Manager's biweekly written report, which would also be published online.

Mr. Cameron provided an update regarding the West Central rental inspection pilot program. He advised single-family and duplex rental properties were required to register by July 31, 2026, and property owners would be subject to penalties after that date if they failed to register. He noted staff continued to contact rental property owners and managers to assist with registration.

Mr. Cameron reported 370 properties had registered, of which 29 were licensed. He indicated Building Development Services had completed approximately 82 first-round inspections, of which 62 failed, eight were declared blighted, and approximately 19 passed re-inspection. He further noted 10 registered properties were exempt from inspection due to existing renovation construction permits or inspections through Housing and Urban Development (HUD) or the Housing Authority of Springfield. He emphasized the importance of continued evaluation and public communication for the pilot program.

Mr. Cameron reported the City had received a $3.58 million Environmental Protection Agency Brownfields Cleanup Grant to advance Phase Two of Renew Jordan Creek. He advised the funding would support environmental cleanup and future redevelopment opportunities and noted additional public storytelling and updates regarding the overall project status would be forthcoming.

Mr. Cameron indicated community engagement was underway for the College Street Revitalization Plan which he believed would bring residents, businesses, and federal partners together and shape the corridor's future.

Mr. Cameron provided an update regarding police recruitment and reported 13 recruits had committed to the September academy, with additional candidates in the hiring process and a new recruitment campaign scheduled to launch the following month.

Mr. Cameron reported that voter-approved infrastructure projects continued to advance. He advised the Scenic Avenue Bridge and Boonville Avenue had reopened, and Historic City Hall renovations had progressed. He noted several members of City Council had recently toured Historic City Hall and observed the ongoing restoration work.

Mr. Cameron reported Neighborhood Works Plus had narrowed more than 560

community ideas to more than 160 projects for evaluation. He noted the Neighborhood Advisory Council had approved the projects for further consideration at a future Citizens' Advisory Board meeting and then would subsequently be returned to City Council for consideration.

Mr. Cameron advised Springfield Workforce Development efforts would continue through April 2027 following extension of a $17.5 million Good Jobs Challenge grant. He noted the extension would continue training opportunities and position the region for future federal funding and emphasized the extension did not fully resolve the funding gap; therefore, additional grants would need to be pursued.

Councilmember Jenson expressed appreciation for the City Manager's biweekly written reports and expressed how they helped him understand City operations and respond to residents' questions.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2026-137 (Horton)

A special ordinance approving a Petition to Establish the North Broadway Community Improvement District; authorizing the City Manager, or designee, to execute a Cooperative Agreement between the City of Springfield and the North Broadway Community Improvement District; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District.

Ordinance 28307. Council Bill 2026-137 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

6.2. Council Bill 2026-138 (Lee)

A special ordinance authorizing the City Manager, or designee, to enter a contract with Axon Enterprise, Inc. to provide Body Worn Cameras to the Police Department, and amending the budget in the amount of $5,300,000, to appropriate unused funds originally budgeted for Police Department salaries and funds awarded through federal forfeiture to provide initial funding for the agreement.

Ordinance 28308. Council Bill 2026-138 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

6.3. Council Bill 2026-140 (Hardinger)
A special ordinance authorizing the City Manager, or designee, to enter into a contract with the Greater Springfield Area Sports Commission, Inc., in an amount equal to four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax, estimated to be $365,355.00 for Fiscal Year 2026-2027, for the purpose of promoting and attracting sporting events to the community.

Ordinance 28309. Council Bill 2026-140 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

6.4. Council Bill 2026-141 (Jenson)
A special ordinance authorizing the City Manager, or designee, to enter into a contract with the Springfield Convention & Visitors Bureau, Inc., in an amount equal to forty-seven percent (47%) of the City's proceeds from the hotel/motel gross receipts tax, estimated to be $3,747,920 for Fiscal Year 2026-2027, for the purpose of promoting travel and tourism within the community.

Ordinance 28310. Council Bill 2026-141 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

6.5. Council Bill 2026-142 (McGull)
A special ordinance authorizing the City Manager, or designee, to enter into a contract with the Springfield Regional Arts Council, Inc., in an amount equal to four and one-half percent (4.5%) of the City's proceeds from the hotel/motel gross receipts tax, estimated to be $365,355.00 for Fiscal Year 2026-2027, to support the visual and performing arts within the City.

Ordinance 28311. Council Bill 2026-142 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

Council Bills 2026-143 and 2026-144 were read together for presentation purposes and considered in tandem, with separate votes taken on each bill.

6.6. Council Bill 2026-143 (Hardinger)
A special ordinance repealing General Ordinance 7002, passed by City Council on May 4, 2026, said ordinance being entitled, "amending the Springfield Land Development Code, Section 36-4.01B, 'Official Zoning Map,' by rezoning approximately 7.64 acres of property generally located at 3302 South Maryland Avenue from Planned Development No. 13, 3rd Amendment, and R-SF, Single-

Family Residential District, to Planned Development No. 395; and adopting an updated Official Zoning Map."

Ordinance 28312. Council Bill 2026-143 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

6.7. Council Bill 2026-144 (Hosmer)

A special ordinance calling an election on Tuesday, November 3, 2026, in the City of Springfield, Missouri, to submit to the qualified voters the question of whether to amend the Springfield Land Development Code, Section 36-4.01B, 'Official Zoning Map,' by rezoning approximately 7.64 acres of property generally located at 3302 South Maryland Avenue from Planned Development No. 13, 3rd Amendment, and R-SF, Single-Family Residential District, to Planned Development No. 395; and declaring an emergency.

Mayor Schrag explained that the City Charter provided City Council with two mutually exclusive options following certification of the referendum petition concerning General Ordinance 7002, commonly known as Planned Development 395. City Council was required to either repeal the ordinance or submit the ordinance to the ballot at an upcoming election.

Mayor Schrag explained Council Bill 2026-143 was the ordinance to repeal. A yes vote would repeal General Ordinance 7002 and return the property to its previous zoning status, while a no vote would leave the ordinance in effect. He further explained if the ordinance was not repealed, the City Charter required City Council to submit the matter to the ballot at an upcoming election.

Councilmember Jenson explained he would vote in favor of repealing the ordinance because repeal would achieve the same functional outcome sought by the neighborhood through an election, while avoiding an election cost of more than $100,000. He further noted he would vote against Council Bill 2026-144 because the repeal would make an election unnecessary.

Mayor Schrag explained because General Ordinance 7002 had been repealed through approval of Council Bill 2026-143, Council Bill 2026-144 should be defeated in order to be consistent with the City Charter and remove the ordinance from further consideration.

Council Bill 2026-144 failed by the following vote: Ayes: None. Nays: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Absent: Councilmember Lee. Abstain: None.

6.8. Council Bill 2026-145 (Schrag)

A special ordinance authorizing the City of Springfield, Missouri, to enter into a First Amendment to agreement with David Cameron for the purpose of employing him as City Manager; authorizing payment of salary and benefits in accordance with the provisions of said amended agreement; and authorizing the Mayor to execute the same by and on behalf of the City of Springfield.

Councilmember Jenson commented he had been one of the strongest critics when City Council first considered Mr. Cameron's employment contract. He noted Mr. Cameron had listened to concerns, sought to understand differing perspectives, and worked to create common ground. Councilmember Jenson expressed appreciation for Mr. Cameron's work during the past year and stated he believed he had been wrong in voting against the original contract.

Ordinance 28313. Council Bill 2026-145 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2026-148 (Carroll)

A resolution authorizing the City Manager, or designee, to apply for up to $10,000,000 in grant funds from the United States Department of Housing and Urban Development Pathways to Removing Obstacles to Housing Program, to fund the production of permanently affordable owner-occupied housing and advance the City of Springfield's removal of regulatory barriers to housing consistent with the comprehensive plan.

Councilmember Jenson recused himself from discussion and consideration of Council Bill 2026-148.

Bob Atchley, Principal Planner, provided an overview of the proposed resolution. He explained the resolution would authorize the City Manager or designee to apply for the Housing and Urban Development (HUD) Fiscal Year 2026 Pathways to Removing Obstacles to Housing Grant, also known as the PRO Housing Grant, in an amount up to $10 million.

Mr. Atchley advised the resolution would authorize submission of the application and, if the grant was awarded, staff would return to City Council for authorization to accept the funds. He explained the grant was a competitive national program administered through the Community Development Block Grant framework, with approximately $50 million available nationwide and approximately 10 awards anticipated between $5 million and $10 million. He noted no local match was required and applications were due August 3, 2026.

Mr. Atchley explained staff proposed a scattered-site missing middle homeownership program focused primarily on owner-occupied duplexes constructed largely on surplus parcels already controlled by the City and sold predominantly to buyers below 80 percent of area median income. He advised the Springfield Community Land Trust would develop the homes and permanently safeguard affordability.

Mr. Atchley explained the land trust model included a 99-year ground lease, with the buyer purchasing only the home and a recorded resale formula preserving affordability for future income-qualified buyers while allowing the seller a fair return. He noted staff believed the application would score well because it emphasized new construction, homeownership, prior City reforms legalizing missing middle housing by right, HUD priority geography, a revolving development fund, use of vacant City-controlled property, and the City's long-standing federal grant management capacity. He advised staff recommended approval.

An opportunity was given for citizens to express their views.

Ben Schantz spoke in support of the proposed resolution. He identified himself as President of the Springfield Community Land Trust and discussed the land trust as a nonprofit organization focused on the preservation of permanent housing affordability. He explained that the land trust model separated ownership of the land from ownership of the home, allowing homeowners to build equity while preserving affordability for future buyers. He expressed appreciation for the City's partnership and noted the grant represented an opportunity to expand permanently affordable housing in Springfield.

Kristy Vaughan spoke in support of the proposed resolution. She identified herself as Executive Director of the Springfield Community Land Trust and explained the grant would bring federal investment to Springfield to address affordable housing, workforce housing, and missing middle housing needs. She discussed the community land trust model as a way to preserve affordability and public investment over time. She further noted the organization had experience with single-family homes, duplexes, lender partnerships, and equitable pathways to homeownership for households below 80 percent of area median income.

Amanda Stadler spoke in support of the proposed resolution. She identified herself as a Springfield Community Land Trust homeowner in the Woodland Heights neighborhood and described the impact of affordable homeownership on her life. She explained land trust homeownership allowed her to remain in Springfield, build neighborhood relationships, host family and community gatherings, and establish Springfield as her home. She expressed support for the grant application and the potential to expand similar opportunities for other families.

With no further appearances, the public hearing was declared closed.

Resolution 10878. Council Bill 2026-148 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee and Councilmember Jenson. Abstain: None.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

Citizens May Speak. May Be Voted On.

10.1. Council Bill 2026-150 (Hosmer)

A special ordinance authorizing the City Manager, or designee, to enter into a Surface Transportation Block Grant ("STBG") Program Agreement with the Missouri Highways and Transportation Commission ("MHTC") to fund regional transportation planning costs for added elements to the City's Transportation Master Plan; amending the Fiscal Year 2026-2027 budget for the Department of Public Works in the amount of $100,000 to appropriate federal STBG Program funds contributed by the Ozarks Transportation Organization ("OTO"); and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Brett Foster, Assistant Director of Public Works, provided an overview of the proposed ordinance. He explained City Council had previously approved $900,000 in Safe Streets for All funding to complete a Transportation Master Plan. He advised the additional $100,000 in Surface Transportation Block Grant funding from the Ozarks Transportation Organization, together with a $25,000 City match, would allow added regional transportation elements to be included in the planning scope.

Mr. Foster explained regional considerations were important because the Transportation Master Plan was meant to evaluate traffic and transportation movement into and out of Springfield beyond the City limits. He noted federal agreements had been received, staff were ready to procure consultants, and the project was anticipated to be completed within approximately eight to 12 months.

Councilmember Jenson requested clarification regarding whether the added scope would focus only on personal vehicle transportation or would also include trails and transit. Mr. Foster explained the review would not be limited to personal vehicles and would include the transit plan provided by City Utilities as part of the broader planning effort.

Councilmember Jenson requested additional information regarding the anticipated balance between personal vehicle travel, trails, and transit in the planning effort. Mr. Foster advised staff did not yet have percentage estimates and noted the first stage of the plan would be to evaluate available information, including Forward SGF and transit planning data, and develop initial recommendations for next steps.

Councilmember Jenson commented that recent highway improvements had already required or would require additional expansion and noted the region would eventually need to evaluate additional ways to move people.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

Ordinance 28314. Council Bill 2026-150 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

Citizens May Speak. Not Anticipated To Be Voted On.

12.1. Council Bill 2026-151 (Jenson)
A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 1.0 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial District; and adopting an updated Official Zoning Map. (By: B&B Rental & Real Estate LP; 2852 West Republic Road; Z-14-2026)

Justin Crighton, Assistant Director of Planning and Development, provided an overview of the proposed rezoning. He explained the request involved approximately 1.0 acre of property on West Republic Road, recently annexed into the City on May 18, 2026. He advised the rezoning would apply City zoning to the property and was a necessary step for development.

Mr. Crighton explained the applicant intended to construct a drive-through coffee shop. He advised Forward SGF identified the site as a City Corridor place type, which supported commercial services and service uses, including retail and similar commercial development. He noted the General Commercial District was a straightforward fit for the site.

Mr. Crighton advised one speaker, believed to be the applicant, appeared in support at the Planning and Zoning Commission public hearing. He noted the Planning and Zoning Commission recommended approval and staff also recommended approval.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

12.2. Council Bill 2026-152 (Horton)

A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 130 acres of property generally located at 233 East Norton Road from County R-1, Suburban Residence District; R-SF, Single-Family Residential District; and Planned Development No. 165 and 165 Amended, to GI, Government and Institutional District; and adopting an updated Official Zoning Map. (By: Maranatha Village, Inc.; 233 East Norton Road; Z-15-2026)

Justin Crighton, Assistant Director of Planning and Development, provided an overview of the proposed rezoning. He explained the request involved approximately 130 acres at East Norton Road and related to the Maranatha Village senior living campus. He advised the rezoning would replace existing County zoning, Planned Development zoning, and Residential Single-Family zoning with the Government and Institutional District to allow Maranatha Village to expand north and east.

Mr. Crighton explained most of the property was located within the Mixed Residential place type, which listed single-family residential, multi-family residential, and single-family attached development as appropriate land uses. He noted a portion of the site was also located within the Traditional Neighborhood place type, which also supported residential development at that scale.

Mr. Crighton advised the Government and Institutional District was designed for large institutional and campus-style uses and was generally consistent with the overall place type. He reviewed differences from the existing planned development framework, including no maximum residential density under the Government and Institutional District, continued applicability of residential design guidelines, no maximum height except for applicable bulk plane requirements adjacent to single-family zoning, no binding site plan or proposed conditions, and landscaping requirements determined by Code at the time of development.

Mr. Crighton reported one speaker appeared in support at the Planning and Zoning Commission public hearing and the Commission recommended approval. He advised staff recommended approval based on general conformance with the Comprehensive Plan and findings of fact.

An opportunity was given for citizens to express their views.

Teresa Davison appeared on behalf of the applicant and identified herself as the Project Engineer for the development. She advised she was available to respond to questions.

With no further appearances, the public hearing was declared closed.

12.3. Council Bill 2026-153 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code,' to incorporate recommended changes. (By: City of Springfield; City-wide; Land Development Code - Text Amendment Number 3.)

Justin Crighton, Assistant Director of Planning and Development, provided an overview of the proposed ordinance. He explained the bill represented the third text amendment package to the Land Development Code and was initiated by the Planning and Zoning Commission at its May 7, 2026, meeting.

Mr. Crighton explained that text amendments to the Land Development Code were reviewed against criteria including consistency with the Comprehensive Plan, whether the amendments furthered the purpose of the Code and Comprehensive Plan, whether changed conditions required the amendments, whether the amendments improved administration of the Code, and any relevant public hearing information.

Mr. Crighton reviewed the timeline and noted City Council adopted the second text amendment on April 6, 2026. The Land Development Code took effect on April 7, 2026. Sign revisions came before City Council on June 22, 2026, and the current public hearing concerned the third text amendment package, with final action anticipated on July 27, 2026. He further noted staff had begun work on a fourth text amendment package.

Mr. Crighton explained the third text amendment package updated adopted ordinance language and improved usability, clarity, and internal consistency of the Land Development Code. He advised staff and stakeholders had identified technical corrections and clarifications through daily use of the new Code.

Mr. Crighton noted the amendment touched all 11 articles of the Land Development Code and emphasized the theme was reinstatement and efficiency. He explained Article 2 restored historic district designation notification provisions, Article 3 restored subdivision authority language, right-of-way reduction processes, sidewalk provisions, and trail provisions, Article 4 restored the reasonable accommodation policy, Article 5 expressly restored the prohibition on front yard parking, and Article 8 refined residential landscaping and buffer yard requirements and restored front yard fence standards. He further noted the amendment included clarifying language and several new definitions.

Mr. Crighton explained the details of the attachments in the staff report. Attachment One identified all proposed changes through a color-coded system and included additional notation for any substantive changes and scrivener’s errors. Attachment Two of the staff report was a clean version of the ordinance.

Mr. Crighton reported that staff determined the amendment was consistent with the Comprehensive Plan and was necessary to administer the Land Development Code in a more effective and efficient manner. He indicated the Planning and Zoning Commission recommended approval by a vote of seven to zero, and staff also recommended approval.

Councilmember Adib-Yazdi expressed appreciation for staff's continued work on the Land Development Code. He shared feedback from design professionals on their interpretations of the Code and unintended consequences and inquired if a grace or transition period existed following adoption of the new Land Development Code.

Mr. Crighton explained there was no grace period because it would be difficult to administer two separate zoning codes simultaneously. He clarified that applications submitted on or before April 6, 2026, were reviewed under the prior Code and applications submitted following that date were reviewed according to the updated Code.

Councilmember Adib-Yazdi requested information regarding continued outreach and feedback from stakeholders. Mr. Crighton explained staff had not conducted a formal outreach process like the original larger stakeholder group, but they had continued to meet with stakeholders one-on-one and discussed Code implementation issues daily.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

12.4. Council Bill 2026-154 (Carroll)
A general ordinance amending the Springfield City Code, Chapter 36, Article 10, Section 36-10.09.C.5, 'Marijuana & Medical Marijuana Uses,' to allow drive-thru facilities to operate until 1:30 a.m. (By: V3 MO Vending 5, LLC; Citywide; Marijuana & Medical Marijuana Uses Drive-Through Hours of Operation Amendment.)

Justin Crighton, Assistant Director of Planning and Development, provided an overview of the proposed ordinance. He explained the applicant-initiated text amendment related to marijuana provisions within Article 10.09 of the Land Development Code. He advised the applicant was V3 MO Vending 5, which operated a dispensary at 850 East Kearney Street.

Mr. Crighton reported Springfield had nine licensed comprehensive dispensaries, six of which had drive-throughs. He explained current City regulations required marijuana facilities to be closed to the public between 10:00 p.m. and 6:00 a.m. The proposed amendment would keep the same general rule in place but allow drive-through service until 1:30 a.m. He noted 1:30 a.m. was the same cutoff State law established for liquor sales and that drive-through liquor businesses already operated in Springfield under the same standard.

Mr. Crighton advised notification was provided to the Growth and Development Advisory Committee, Downtown Springfield Association, Commercial Club, and all registered neighborhood associations. He reported one speaker appeared in support at the Planning and Zoning Commission public hearing, and the Commission recommended approval by a vote of five to two. He noted staff provided the relevant facts and information for City Council's deliberation.

Councilmember McGull requested information regarding whether the proposal was consistent with other Missouri municipalities. Mr. Crighton advised the applicant had indicated other municipalities had similar or more liberal regulations.

Councilmember Hosmer requested clarification regarding whether O'Fallon, Missouri, allowed broader hours and whether Springfield had received complaints from residents unable to purchase marijuana during existing operating hours. Mr. Crighton advised O'Fallon permitted 24-hour operation and noted he was not aware of complaints regarding Springfield's existing hours.

Councilmember Hosmer discussed the recent adoption of Springfield's marijuana regulations and expressed concern regarding expanding operating hours after prior regulations were adopted to address neighborhood and public concerns. He also requested information regarding the number of dispensaries in Springfield, how many had drive-throughs, whether the proposed amendment would apply citywide, and whether a person could walk up to a drive-through window.

Mr. Crighton advised Springfield had nine licensed dispensaries and six drive-throughs. He explained the text amendment was submitted as a generally applicable amendment and not limited to the applicant's facility. He also advised he was not aware of a specific provision in the proposed amendment that would prohibit a walk-up transaction.

Councilmember McGull requested information regarding uses of marijuana tax revenue. Mr. Crighton acknowledged marijuana tax revenue supported various City purposes, and Councilmember McGull noted marijuana tax funds had supported the Jail Diversion Program, the Police Department Real Time Crime Center, Fire Department station alerting, affordable housing, crisis cold weather shelter programs, and other priorities.

An opportunity was given for citizens to express their views.

Nick Liaromatis addressed City Council in support of the proposed amendment. He identified himself as one of the co-founding members of Terrabis, the applicant. He explained the applicant initially requested 24-hour drive-through operation but revised the request to 1:30 a.m. following feedback. He advised the applicant operated a 24-hour model in O'Fallon, Missouri, and reported significant demand for drive-through service between 10:00 p.m. and 1:30 a.m.

Mr. Liaromatis explained that the applicant believed the proposed 1:30 a.m. cutoff was appropriate because it aligned with alcohol sales hours and existing public safety considerations. He advised the facility did not serve walk-up customers and only served customers in vehicles. He described the drive-through model as controlled, separated by glass, and designed to protect employee and customer safety. He further advised the applicant had not experienced significant issues and had a record of compliance.

Mr. Liaromatis discussed potential benefits to the City, including marijuana tax revenue, regulatory consistency with alcohol-related operating hours, and reduced illicit market activity.

Councilmember Jenson inquired if the applicant had experienced significant crime or public safety issues at its local facilities. Mr. Liaromatis indicated he was not aware of significant issues. Councilmember Jenson requested information regarding the applicant's customer base, and Mr. Liaromatis described customers as coming from all walks of life, with both recreational and medical customers served.

Councilmember Horton advised the property was located within the Kearney Street Redevelopment Plan area and discussed the City's long-range vision for improving the corridor. She encouraged the applicant to review the redevelopment plan and understand the City's intent for the corridor.

Councilmember Hosmer requested clarification regarding how employees were trained to recognize marijuana intoxication and discussed differences between alcohol intoxication standards and marijuana impairment standards. Mr. Liaromatis indicated employees received training, and the applicant complied with applicable laws, but he was not responsible for the learning and development program and would need to follow up regarding specific training details.

Councilmember Hosmer expressed concern that the amendment would not be limited to the applicant's facility alone and would instead apply to all dispensaries. He shared that the proximity of dispensaries to residential areas along with the broader impacts of extending operating hours were some of his other concerns. Mr. Liaromatis advised he would not object if City Council limited the authorization to the applicant's facility.

Councilmember McGull inquired whether retail alcohol establishments had similar training programs to identify intoxication. Mr. Liaromatis advised he was not aware of those programs.

With no further appearances, the public hearing was declared closed.

13. FIRST READING BILLS. Requiring One Reading.

Citizens May Speak. May Be Voted On.

13.1. Council Bill 2026-155 (Horton)

A special ordinance accepting the bid of Elite Site Work, LLC, in the amount of $103,967.80 for the construction of sanitary sewers in Sanitary Sewer District No. 111 of Section No. 5, located in the vicinity of Talmage Street and Broadway Avenue, as indicated on "Exhibit A"; authorizing the City Manager, or designee, to enter into a contract; authorizing progress payments to be made to the contractor; approving a budget adjustment to amend the Fiscal Year 2026-2027 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of $160,000.00; and declaring

that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 10.15.

Errin Kemper, Director, Department of Environmental Services, provided an overview of the proposed ordinance. He explained the ordinance would accept the bid of Elite Site Work, LLC, in the amount of $103,967.80 for construction of Sanitary Sewer District Number 111 of Section Number 5, located near Talmadge Street and Broadway Avenue. He advised the bill also included a $160,000 budget adjustment from the Clean Water Enterprise Fund to cover construction, associated project costs, and contingencies.

Mr. Kemper explained the project was part of the City's ongoing effort to eliminate septic systems within the city limits and expand public sewer service. He advised the project would make sewer service available to five properties and eliminate four septic tanks. He noted the required public notice period had concluded and no remonstrance had been received.

Councilmember Hosmer requested information regarding the number of unsewered tracts remaining in Springfield. Mr. Kemper advised he did not have a precise number available but estimated the number was in the range of a couple hundred. He noted significant progress had been made over the previous 20 years.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

Ordinance 28315. Council Bill 2026-155 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

13.2. Council Bill 2026-156 (Lee)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 8 Public Sewer Rehabilitation – Sewer Main Cleaning; CCTV and Cured-in-Place Pipe ("CIPP"); accepting the bid of Insituform Technologies USA, LLC, in the amount of $6,225,659.13 for the project; authorizing the City Manager, or designee, to enter into a contract for said project; approving a budget adjustment to amend the Fiscal Year 2026-2027 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of $7,470,790.96; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Errin Kemper, Director, Department of Environmental Services, provided an overview of the proposed ordinance. He explained the ordinance would approve the plans and specifications for the Group 8 Public Sewer Rehabilitation Project, accept the low bid from Insituform Technologies USA in the amount of approximately $6.23 million, and approve a budget adjustment of approximately $7.47 million from the Clean Water Enterprise Fund.

Mr. Kemper indicated the project continued implementation of the supplemental overflow control plan approved by City Council in 2021. He explained the project included cleaning, inspecting, and rehabilitating existing sewer mains using cured-in-place pipe technology. He noted the improvements would reduce inflow and infiltration, extend the life of existing infrastructure, and reduce the need for more costly future capacity improvements. He further advised the project was expected to be eligible for State Revolving Fund financing, which staff anticipated bringing back to City Council later in the year.

Councilmember McGull requested information regarding the expected useful life of cured-in-place pipe rehabilitation. Mr. Kemper advised vendors typically indicate the product may last approximately 50 years, although the technology had not yet been in use for that length of time. He explained the resin product appeared to have a useful life comparable to PVC pipe and noted the City had previously used cured-in-place pipe lining successfully, with significant reductions in inflow and infiltration.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

Ordinance 28316. Council Bill 2026-156 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

13.3. Council Bill 2026-157 (Hardinger)

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 9 Public Sewer Rehabilitation – Open Cut Repairs; accepting the bid of K&B Equipment, LLC, in the amount of $4,654,015 for the project; authorizing the City Manager, or designee, to enter into a contract for said project; approving a budget adjustment to amend the Fiscal Year 2026-2027 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of $5,584,818; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Errin Kemper, Director, Department of Environmental Services, provided an overview of the proposed ordinance. He explained the ordinance would approve plans and specifications for the Group 9 Public Sewer Rehabilitation involving open cut repairs, accept the low bid from K&B Equipment in the amount of approximately $4.65 million, and approve a budget adjustment of approximately $5.58 million from the Clean Water Enterprise Fund.

Mr. Kemper advised the project also continued implementation of the 2021 supplemental overflow control plan. He explained the work involved replacing portions of sewer infrastructure that could not be effectively rehabilitated using trenchless methods. He noted the repairs would address deteriorated pipes and significant inflow and infiltration problems, reduce sanitary sewer overflows, and extend the useful life of the collection system.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

Ordinance 28317. Council Bill 2026-157 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

13.4. Council Bill 2026-158 (McGull, Adib-Yazdi)
A special ordinance authorizing the City Manager, or designee, to enter into a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission ("MHTC") for the purpose of funding the quality of place and aesthetic improvements of new concrete medians on East Sunshine Street; and declaring that this Ordinance qualifies for approval in one reading pursuant to City Charter Section 2.16(25).

Brett Foster, Assistant Director of Public Works, provided an overview of the proposed ordinance. He explained the agreement would allow the City to enter into a cost-share agreement with the Missouri Department of Transportation (MoDOT) for aesthetic improvements to traffic islands within MoDOT's East Sunshine Street project between Glenstone Avenue and Blackman Road. He advised the City's contribution would be approximately $200,000 and would provide red tinting and stamping for the traffic islands. He noted MoDOT was planning the project for August 2026, and approval of the ordinance would allow the funding to be incorporated into the project contract and bidding process.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

Ordinance 28318. Council Bill 2026-158 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

14. FIRST READING BILLS. Requiring Two Readings.

Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2026-159 (Lee)
A special ordinance amending the budget of the Springfield Fire Department for Fiscal Year 2026-2027 in the amount of $83,558.92 to appropriate fund balances from the Fire Department Community Room, Public Education, and Hazardous Materials Funds.

David Pennington, Fire Chief, provided an overview of the proposed ordinance. He explained the ordinance would amend the fiscal year 2026-2027 budget to appropriate fund balances from the Fire Department Community Room, Public Education, and Hazardous Materials Funds. He advised the funds would provide for general fund

expenditures supporting fire station facility sustainment and renovation, public education activities, and Fire Department special operations capabilities.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

14.2. Council Bill 2026-160 (Lee)

A special ordinance authorizing the General Manager of City Utilities of Springfield, Missouri ("City Utilities") or his designee, on behalf of City Utilities, to enter into an agreement with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

Mayor Schrag moved to postpone Council Bill 2026-160 until the July 27, 2026, City Council meeting. Councilmember Jenson seconded the motion, and it was discussed.

Mayor Schrag explained that a staff review of boards and commissions was ongoing and was a necessary step prior to the City Council's involvement in the audit of City Utilities, as specified by the City Charter. He noted the postponement would provide additional time to ensure the proposed five-year contract was consistent with the Charter before the public hearing was opened and the bill considered.

The motion to postpone Council Bill 2026-160 until the July 27, 2026, City Council meeting was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None.

14.3. Council Bill 2026-161 (Jenson)

A special ordinance authorizing the City Manager, or designee, to enter into a Sewer Extension Cost Reimbursement Agreement with Camray Investments, LLC, for the recovery of proportional square foot costs of the construction of a sanitary sewer extension to serve Joint District 217 of Section 16 and establishing a sanitary sewer cost recovery area and a per square foot connection fee to reimburse the developer for proportional costs of construction of the sanitary sewer extension.

Errin Kemper, Director, Department of Environmental Services, provided an overview of the proposed ordinance. He explained the agreement involved a sanitary sewer extension on Zimmer Road, north of Sunshine Street. He indicated the developer would construct approximately 676 feet of off-site public sewer at the developer's expense to serve the development.

Mr. Kemper explained the sewer extension would also make sewer service available to neighboring properties. As a result, the agreement would establish a cost recovery area allowing the developer to recover a proportional share of construction costs as other properties connect in the future. He noted the City would administer the collection and reimbursement process as authorized by Chapter 98 of the City Code.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

14.4. Council Bill 2026-162 (Carroll)
A special ordinance selecting Mauldin & Jenkins, Certified Public Accountants, LLC, as the City's independent auditor, pursuant to Section 2.14 of the City Charter; and authorizing the City Manager to execute a contract with said firm for independent auditing services for the City, including the Police Officers' and Fire Fighters' Retirement Fund, for Fiscal Years 2026 through 2030.

Jodi Vernon, Assistant Director of Finance and Comptroller, provided an overview of the proposed ordinance. She explained the Finance Department was required to issue a request for proposals for external auditing services every five years. She advised the services covered the City's annual financial statements and comprehensive financial report, federal compliance audit, airport passenger facility charge audit, and Police and Fire Retirement System audit.

Ms. Vernon reported the City received six responses to the request for proposals. She explained the evaluation committee included three Finance Department representatives: David Holtmann, Director of Finance; Ms. Vernon; and a financial analyst. She advised the committee evaluated and ranked the proposals according to the selection criteria outlined in the request for proposals and recommended Mauldin & Jenkins, LLC, as the external audit firm for fiscal years 2026 through 2030.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

14.5. Council Bill 2026-163 (Lee)
A special ordinance authorizing the City Manager, or designee, to accept a grant renewal in the amount of $100,000 from the Missouri Children's Trust Fund for use by the Springfield-Greene County Health Department to continue operating the Family Connects Program that offers no-cost home visits to parents of newborns in Greene County, Missouri; to enter into agreements necessary to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $100,000 to appropriate the grant funds.

Rinda Davis, Assistant Director of the Springfield-Greene County Health Department, provided an overview of the proposed ordinance. She explained the grant renewal from the Missouri Children's Trust Fund would support the Family Connects Program. She described Family Connects as a universal home visiting program providing nurse home visits to parents and newborns in Greene County and linking families to needed resources.

Ms. Davis expressed appreciation to the Children's Trust Fund for past and continued support and advised staff recommended approval.

An opportunity was given for citizens to express their views. With no appearances, the public hearing was declared closed.

14.6. Council Bill 2026-164 (Jenson, Adib-Yazdi, Horton, Hosmer)
A general ordinance amending Chapter 118 of the Springfield City Code, "Vehicles for Hire," Section 118-49, to require taxicabs operated in the City of Springfield to be inspected biennially, on years where no state vehicle inspection is required; repealing General Ordinance 6942; and accepting the report of the Finance and Administration Committee.

Kyle Tolbert, Assistant City Attorney, provided an overview of the proposed ordinance. He explained the issue had been referred to the Finance and Administration Committee in July 2025 for review of local taxicab regulations. He advised the Committee's recommendations had been forwarded to City Council for consideration.

Mr. Tolbert explained the primary change would revise the inspection requirement for taxicabs from annual inspections to inspections every other year. He advised the structure would ensure each taxicab was inspected either by the State or the City each year.

An opportunity was given for citizens to express their views.

Tony Amelio addressed City Council regarding the proposed ordinance. He explained he and his wife had taken over Yellow Cab's office in February. He shared his view that the proposal was unnecessary due to the small number of locally operated cabs. He indicated Yellow Cab had continued to serve many cash-paying customers, which included elderly residents who did not use technology-based transportation network companies. He advised that cash customers were a significant reason the company had not transitioned to a transportation network company model.

With no further appearances, the public hearing was declared closed.

14.7. Council Bill 2026-165 (Hosmer)
A special ordinance authorizing a plan for an industrial development project for the Andy's Headquarters Project, consisting of the construction and improvement of a new headquarters campus; and authorizing the City of Springfield, Missouri to issue its Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), in a principal amount not to exceed $32,000,000 and authorizing and approving certain documents and actions in connection therewith.

Matt Schaefer, Assistant Director of Economic Vitality, provided an overview of the proposed ordinance. He explained the bill followed City Council's June 22, 2026, approval of a resolution of intent to consider issuance of up to $32 million in bonds for the Andy's Frozen Custard headquarters project.

Mr. Schaefer explained that Andy's Frozen Custard was a growing company with a national presence that had outgrown its current downtown headquarters. He indicated the company proposed construction of a new headquarters campus on the east side of Springfield at Division Street and North LeCompte Road. He shared that the project would include approximately 43,200 square feet of office and industrial campus space across three office buildings and a 9,600 square foot warehouse building.

Mr. Schaefer explained the project would be built in two phases. Phase one would include two office buildings and was estimated to be completed in 2028. Phase two would include the third office building and a warehouse building and was estimated to be completed in 2033. He reported the project represented a total investment of approximately $32 million, would retain 54 existing headquarters jobs, and would create 16 new jobs with an average annual salary of $94,766, approximately 1.66 times the Greene County average.

Mr. Schaefer explained the proposed bond issuance included a request for 25 years of real property tax abatement. The proposed abatement would begin at 90 percent for years one through 10, and decline to 75 percent for years 11 through 15, 60 percent for years 16 through 20, and 50 percent for years 21 through 25. He further advised the proposal included a sales and use tax exemption on construction materials.

Mr. Schaefer reviewed the process and explained the City had entered into a pre-funding agreement under which the developer would pay the City's expenses associated with the proposal. He noted the June 22 resolution of intent signaled City Council's intent to consider the proposal further. He advised the public hearing before City Council concerned the industrial development plan and bond-related documents.

Mr. Schaefer explained the industrial development plan contemplated a $32 million bond issuance and provided the City would hold title to the project and lease it back to the company, which created a tax-exempt structure. He advised payments in lieu of taxes would be imposed to establish the level of abatement and preserve the existing tax base. He explained full payments in lieu of taxes would continue on the existing land and improvement value, and payments on the incremental increase would correspond to the abatement schedule.

Mr. Schaefer advised the cost-benefit analysis showed approximately $5.297 million in potential future taxes over 25 years. Of that amount, approximately $1.6 million would be paid through payments in lieu of taxes and distributed to taxing districts, while approximately $3.7 million would be abated. He also reviewed the sales and use tax exemption on construction materials and advised that the estimated impact to the City was approximately $135,000, with the State of Missouri representing the largest affected taxing entity.

Mr. Schaefer reviewed related documents, including the trust indenture, lease agreement, bond purchase agreement, and performance agreement. He explained the performance agreement would establish payments in lieu of taxes and clawback provisions. He advised performance requirements included at least $15 million in investment by 2030, continued project construction on schedule, continued property use for company operations, required repurchase of the property at the end of the abatement term, maintenance of 64 jobs following phase one completion, and maintenance of 70 jobs following phase two completion, with required wages above 1.5 times the Greene County average.

Mr. Schaefer advised the project retained a local company with national growth, represented a substantial capital investment, preserved the existing tax base, provided payments in lieu of taxes, included accountability provisions, and was comparable to other available incentives. He noted staff recommended approval.

Councilmember Adib-Yazdi requested confirmation that the City would not be responsible for repayment of the bonds. Mr. Schaefer confirmed the City would not pay the bonds, and repayment responsibility would rest with the company.

Councilmember Jenson expressed appreciation for staff's work and noted the importance of retaining jobs and businesses in downtown Springfield. He requested information regarding whether a formal but-for analysis had been completed. Mr. Schaefer explained the project was competitive with other locations in Missouri and the region, but a standardized pro forma-based but-for analysis had not been completed.

Councilmember Jenson requested clarification regarding whether requirements for local contractors or apprenticeship programs were included in the agreement documents. Mr. Schaefer advised those requirements were not included to his knowledge and deferred to the company regarding related discussions. Councilmember Jenson also requested information regarding whether City staff had explored opportunities to retain the business in downtown Springfield using City-owned or underutilized properties. Mr. Schaefer explained the project came to staff after a site had already been selected.

Councilmember McGull discussed the importance of showing the impacts of development projects on all affected taxing districts, including Springfield Public Schools, the Library District, Ozarks Technical Community College, and other entities. He expressed support for using cost-benefit analyses on development projects so residents could understand revenue impacts and public benefits. He also expressed interest in City Council establishing policy direction earlier in the incentive negotiation process, particularly for abatements exceeding a certain term.

Councilmember Hosmer requested confirmation regarding the full value of the proposed incentive package. Mr. Schaefer advised the real property tax abatement was approximately $3.7 million over 25 years in current dollars, and the total sales tax exemption impact was approximately $680,000 across taxing jurisdictions. Councilmember Hosmer further confirmed the City would not have recourse

obligation on the bonds and noted City Council could still consider potential changes before final action.

An opportunity was given for citizens to express their views.

Robert James Grand addressed City Council regarding the proposed project. He expressed appreciation for Andy's Frozen Custard but raised concerns regarding the City's involvement in the project, whether the incentive represented the best use of development tools, and whether similar tools could be used for broader public purposes such as low-income housing. He expressed concern the project was not revenue neutral because it involved foregone property and sales tax revenue and commented that special deals for individual businesses could be viewed as unequal or unfair.

Robert De La Fuenta appeared regarding the proposed ordinance and indicated he was available to respond to questions about the project. No questions were raised.

Nanette Haenig addressed City Council in support of the proposed project on behalf of Andy's Frozen Custard. She discussed her long history working for Andy's and described the company's growth, culture, family atmosphere, product quality, community connections, and importance to Springfield. She expressed support for the company's continued growth in Springfield.

Andy Kuntz addressed City Council in support of the proposed project. He provided background regarding the history of Andy's Frozen Custard, including its origins, move to Springfield, expansion, franchising, and continued growth. He noted the company had been located at 211 East Water Street and explained the proposed project would create a headquarters campus capable of supporting long-term growth. He expressed the company's desire to remain in Springfield and continue local investments.

Councilmember Jenson requested information regarding other locations the company had considered and whether other municipalities had offered incentive packages. Mr. Kuntz indicated the company had considered other areas but had focused its energy on the Springfield project and did not have a formal incentive package from another municipality on his desk. Councilmember Jenson expressed concern regarding the City subsidizing a business relocation out of downtown and requested whether the company would delay consideration to work with staff on a potential downtown campus. Mr. Kuntz advised he did not believe the company would do so.

Mr. Kuntz explained the company planned to use local contractors where possible. Councilmember Hosmer requested additional information regarding local contractors and local suppliers, and Mr. Kuntz confirmed the company had relationships with local contractors and suppliers, including local manufacturing of custom equipment used in stores.

Curt Petersen, legal counsel for Andy's Frozen Custard, addressed City Council regarding the proposed bond structure and project benefits. He explained the proposed structure was a "buy your own bonds" model and did not involve City financing. He further advised the project would create property tax payments, economic activity, employee spending, supplier activity, and broader brand benefits for Springfield.

Councilmember McGull requested clarification regarding whether the bond structure operated as a pass-through and whether the company would be responsible for associated costs. Mr. Petersen confirmed the structure involved no City repayment obligation and no impact on the City's credit. Councilmember Jenson requested additional information regarding how long the company had been working with staff on the proposal. Mr. Petersen indicated discussions had occurred for several months.

With no further appearances, the public hearing was declared closed.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Garry Wilson wishes to address City Council. Did Not Appear.

15.2. Brooke Evans wishes to address City Council. Did Not Appear.

15.3. Rob Ybanez wishes to address City Council.

Rob Ybanez addressed City Council regarding his experience as a tenant participating in the West Central rental inspection pilot program. He identified himself as a tenant in the West Central neighborhood in City Council Zone 3.

Mr. Ybanez explained his rental property was inspected on June 18, 2026. He shared that both the City and his landlord provided notice approximately two to three weeks before the inspection. He reported the inspection lasted approximately 20 to 30 minutes and included review of the interior and exterior of the property for issues such as water damage, mold, vermin infestation, gas leaks, faulty wiring, and related concerns.

Mr. Ybanez reported his landlord was present during the inspection and the inspection did not involve review of personal belongings. He advised the inspection identified gaps in vinyl floor panels, smoke alarms needing replacement, and the need for a handrail at the rear steps. He noted the landlord communicated with him after the inspection and completed the corrections. He described his experience with the pilot program as positive.

Mr. Ybanez encouraged the City to clarify what constituted retaliation against tenants, noting retaliation could include eviction, non-renewal of a lease, or significant rent increases. He also encouraged consideration of displacement protections if a rental property was deemed unlivable and suggested inspection time may need to vary based on property size. He expressed support for expansion of the program beyond West Central and emphasized the need for participation and cooperation among tenants, landlords, neighborhood organizations, City staff, and City Council.

15.4. Donna Fishel wishes to address City Council. Did Not Appear.

16. NEW BUSINESS.

16.1. The Committee of the Whole recommends the following appointments to the Citizens' Advisory Board: Jhasmine Watson and Jeff Frederick, with terms to expire March 25, 2029. Recommended.

16.2. The Committee of the Whole recommends the following appointments to the Citizens' Advisory Board: Mary Ann Bonetti and Alea Lee, with terms to expire March 25, 2028. Recommended.

16.3. The Committee of the Whole recommends the following reappointment to the Citizens' Advisory Board: Lauren Shantz, with term to expire March 25, 2029. Recommended.

16.4. Mayor Schrag recommends the following appointment to the Springfield-Greene County Library Board: Pamela Hernandez, with term to expire July 1, 2029. Recommended.

16.5. Mayor Schrag recommends the following reappointment to the Springfield-Greene County Library Board: Mar'Ellen Felin, with term to expire July 1, 2029. Recommended.

16.6. The City Manager recommends the following appointment to the Art Museum Board: Blanca Judith Martinez-Garcia, with term to expire June 1, 2029. Recommended.

16.7. The City Manager recommends the following reappointments to the Art Museum Board: Debra Mergen, and Misty Tollett, with terms to expire June 1, 2029. Recommended.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

19.1. Council Bill 2026-166 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into a revised Intergovernmental Agreement with Ozarks Technical Community College (“OTC”) for the purpose of providing cooperative training between the Fire Department and OTC.

20. CONSENT AGENDA – ONE READING BILLS. See Item #3.

20.1. Council Bill 2026-167 (Jenson)
A resolution confirming the appointment of Emily Denniston to the Downtown Springfield Community Improvement District Board of Directors. Confirmed.

Resolution 10879. Council Bill 2026-167 was approved by the following vote: Ayes: Councilmember Adib-Yazdi, Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Nays: None. Absent: Councilmember Lee. Abstain: None. Confirmed.

20.2. The Public Involvement Committee recommends and confirms the following appointments to the Springfield-Greene County Board of Equalization pursuant to Section 5.5 of the City Charter: Jeremy Wilson and August Newberry, with terms to expire April 1, 2028. Confirmed.

20.3. The Public Involvement Committee recommends and confirms the following appointment to the Springfield-Greene County Board of Equalization pursuant to Section 5.5 of the City Charter: Tim Smith, with term to expire April 1, 2029. Confirmed.

21. CONSENT AGENDA – SECOND READING BILLS.

21.1. Confirm the following appointments to the Springfield Convention and Visitors Bureau DBA Visit Springfield: Danny Perches and Tyler Hart, with terms to expire June 30, 2029. Confirmed.

21.2. Confirm the following reappointment to the Springfield Convention and Visitors Bureau DBA Visit Springfield: Darline Mabins, with term to expire June 30, 2029. Confirmed.

22. END OF CONSENT AGENDA.

23. ADJOURN.

With no additional business before City Council, Councilmember Jenson moved to adjourn. Councilmember Carroll seconded the motion and it was approved by the following vote: Ayes: Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Adib-Yazdi and Mayor Schrag. Nays: Councilmember Hosmer and Councilmember McGull. Absent: Councilmember Lee. Abstain: None.

DRAFT

July 20, 2026
Springfield, Missouri
11:45 a.m.

The City Council met in special session on July 20, 2026, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building, 840 Boonville. The meeting was called to order by Mayor Schrag.

Roll Call

Present: Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, Councilmember Hosmer, and Mayor Schrag. Absent: Councilmember McGull.

Closed Session

Councilmember Hosmer moved to hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Councilmember Jenson seconded the motion, and it was approved by the following vote: Ayes: Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, Councilmember Hosmer, and Mayor Schrag. Nays: None. Abstain: None. Absent: Councilmember McGull.

Prepared by
Tonia Stopka

_____
Anita J. Cotter, MMC/MPCC
City Clerk

DRAFT

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-151 (JENSON)

FILED: 07/14/2026

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 1.0 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial District; and adopting an updated Official Zoning Map. (By: B&B Rental & Real Estate LP; 2852 West Republic Road; Z-14-2026)

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-14-2026

The applicant is requesting to rezone approximately 1 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial. The applicant intends to build a drive-through coffee shop. The subject property was annexed into the Springfield city limits on May 18, 2026.

REMARKS: The Planning and Zoning Commission held a public hearing on June 11, 2026, and recommended approval, by a vote of 7 to 0. The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to rezone approximately 1 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial. The applicant intends to build a drive-through coffee shop.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely

on proximity to retail, commercial services, and employment centers.

3. The GC district is consistent with the City Corridor placetype. Retail sales and service is listed as a primary land use in the City Corridor placetype.

4. The city and other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the GC district. The capacity of the surrounding street network and access to street frontage is adequate for the proposed uses in the GC district.

5. There are few changing conditions in the area, and the predominant use is commercial along Republic Road. This application advances the public interest by allowing commercial development in an area that has commercial uses.

6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

7. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

8. The applicant held a neighborhood meeting on May 21, 2026, regarding the rezoning request. A summary of the meeting is attached (Exhibit C - Attachment 1).

9. The public notice was advertised in the Springfield News-Leader at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

STAFF RECOMMENDATION:Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Business Flex Placetype and on the finding of facts above.

Submitted By: Michael Sparlin, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Z-14-2026 2852 West Republic Road
2. Z-14-2026_exhA
3. Z-14-2026_exhB
4. Z-14-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 07-07-26

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-151 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 1.0 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on June 11, 2026, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made a recommendation of approval by a vote of 7 to 0; and

WHEREAS, the City has reviewed the applicant's request and prepared a staff report concerning the application, which is attached hereto and incorporated herein by this reference as "Exhibit C"; and

WHEREAS, proper notice was given of a public hearing before City Council, and said hearing was held in accordance with the law.

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

Section 1 – The property generally located at 2852 West Republic Road and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from County C-2 to GC, General Commercial District. Springfield Land Development Code Section 4.01B, 'Official Zoning Map,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby directs the City Manager, or designee, to update

the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-4.01B, 'Official Zoning Map.'

Section 3 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

Section 4 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
LEGAL DESCRIPTION

ALL OF LOT A-1, REPLAT LOT A HELEN'S ADDITION IN GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

EXHIBIT B
RECORD OF PROCEEDINGS

Planning and Zoning Commission – June 11, 2026

Z-14-2026
2852 West Republic Road
Applicant: B&B Rental & Real Estate, LP

Michael Sparlin stated that this is a request to rezone approximately 1 acre of property from County C-2 to GC, General Commercial.

Mr. Doennig opened the public hearing

Mr. Liam Judson, 3213 SW Bypass representing the owner and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner McClure moved to approve Z-14-2026 . Commissioner Pauly seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Jacquez, Commissioner Pauly, Commissioner McClure, Commissioner Gunther, and Commissioner Morris. Nays: None. Absent: Commissioner Souliere and Commissioner Hunton. Abstain: None.

Bob Hosmer, AICP
Planning Manager

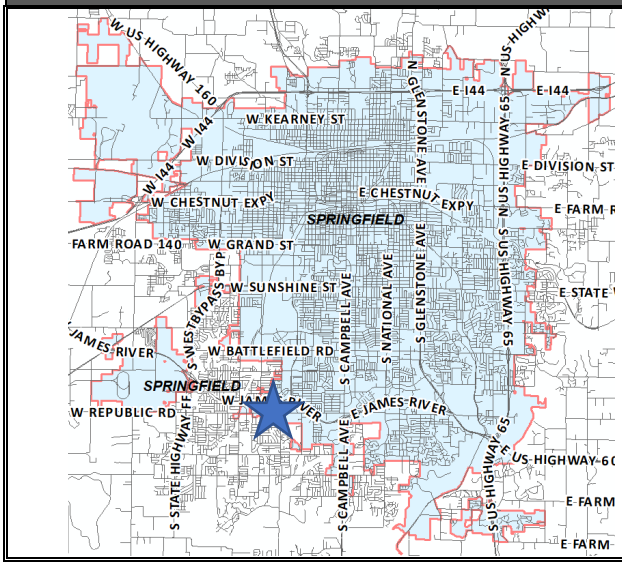
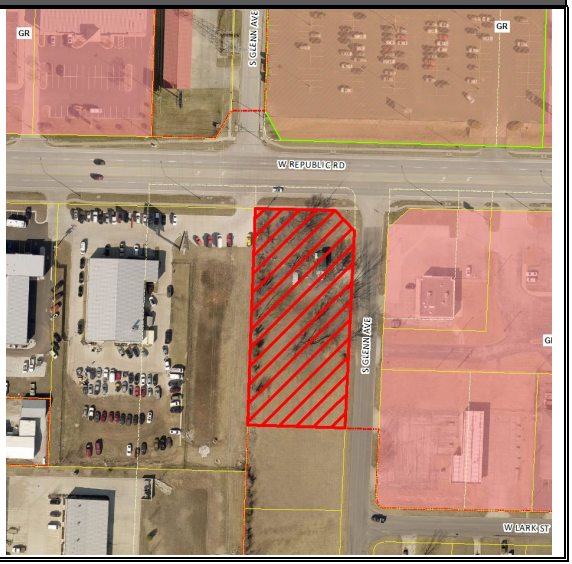
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:

Case Number:	Z-14-2026
Location:	2852 West Republic Road
Total Acres:	1 acre
Applicant:	B&B Rental & Real Estate LP
Existing Land Use:	Undeveloped land
Neighborhood Meeting:	May 21, 2026
Planning and Zoning Commission:	June 11, 2026
City Council:	July 13, 2026
Public Notification:	Mail, posted property, and legal in the Springfield News-Leader
Staff:	Michael Sparlin, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-14-2026 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

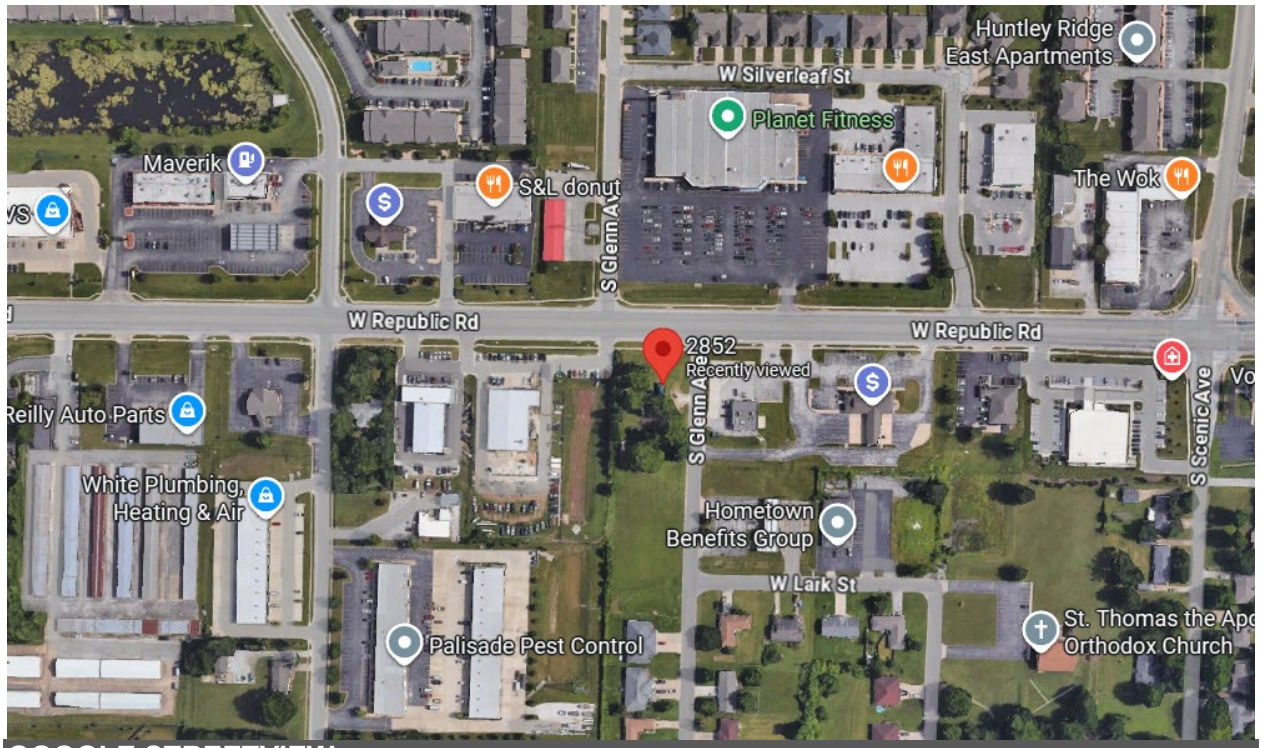
PROJECT SUMMARY:

Request to rezone approximately 1 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LOCATION:



GOOGLE STREETVIEW:

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the Springfield city limits on May 18, 2026.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-2.05. – Rezoning

B. Review Criteria. Review, recommendations, and decisions for a proposed rezoning shall be based on evaluating and balancing the following criteria:

1. The proposed district is consistent with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.
2. Whether the area has changed since the existing zoning has been in place, or it is changing to a degree that it advances is in the public interest to rezone the property.
3. The proposed district will enable development in character with existing or anticipated development in the area considering:
   a. The design of streets, civic spaces, and other open space;
   b. The mix, density, or intensity of potential uses;
   c. The pattern, scale, and format of buildings and sites enabled by district standards;
   d. The compatibility with and transition to other districts, development, or uses in the vicinity; and
   e. Any reasonably anticipated negative impacts can be mitigated by applicable development standards or planning, design, and engineering practices applicable to the site.
   f. Any rezoning application conditioned on a zoning site plan may be evaluated based on that plan; otherwise, the entirety of what may be enabled by the zoning district shall be considered with the above criteria.
4. The City or other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the proposed district, including capacity of the surrounding street network and access on specific street frontages.
5. Reasonable viable economic use of the subject property will be precluded if the proposed rezoning is denied.
6. The recommendations of any professional staff or advisory review bodies, and any additional testimony or evidence on the record.
7. Any relevant information submitted or presented at the public hearing.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GC DISTRICT
Minimum Lot area	n/a
Maximum Lot area	n/a
Minimum Lot Width	50 feet
Maximum Lot width	n/a
Minimum Open Space	20%
Maximum Height	n/a
Minimum Setbacks	Front – 25 feet

	Side – 25 feet Rear – n/a
Frontage Type	The default frontage type is the "Frontage C" according to Table 6-2.
Frontage Design	Front Building Line (build-to range): 30'–90' Required Front Building Line: 40%+ Maximum Access Width: 30' Access Spacing: Coordinated with Section 36-7.03 requirements Minimum Parking Setback: 6' min. Maximum Extent of Parking Frontage: n/a Maximum Extent of Garage Bays: 25% of facade Landscape: See Section 36-8.03
Building Design Standards	Massing & Modulation: 150' / 2k s.f. Entry Feature Spacing: 150' max.; 1/100' avg. Minimum First Story Transparency: 40%; win 50' of entry Minimum Upper Story Transparency: 15% (n/a for industrial buildings in LIC, HM)

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property as the City Corridor placetype.

The City Corridor placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

Primary Land Uses:

- Office, hospitality, retail sales and service
- Multi-family
- Sports complexes and recreation facilities
- Maker, artisan, and innovation spaces

Supporting Land Uses:

- Public and private schools and places of worship
- Parks, greenways, and open space
- Urban agriculture

- Universities, colleges, and vocational schools
- Personal and outdoor storage

Characteristics

TRANSPORTATION & INFRASTRUCTURE

- Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
- Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors, installed at key destinations, and incorporated into private development plans.
- As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
- Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY:

- Residential development and commercial buildings should be oriented to the street.
- Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
- Pedestrian pathways within large parking lots provide safe access to business entrances.
- A greater focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
- Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
- Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
- A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
- Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
- Design should avoid the placement of mechanical equipment along major roadways or should be completely screened, along with adequate spacing for storage of waste receptacles.
- Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
- Encourage code adjustments regarding parking minimums instead of parking maximums.

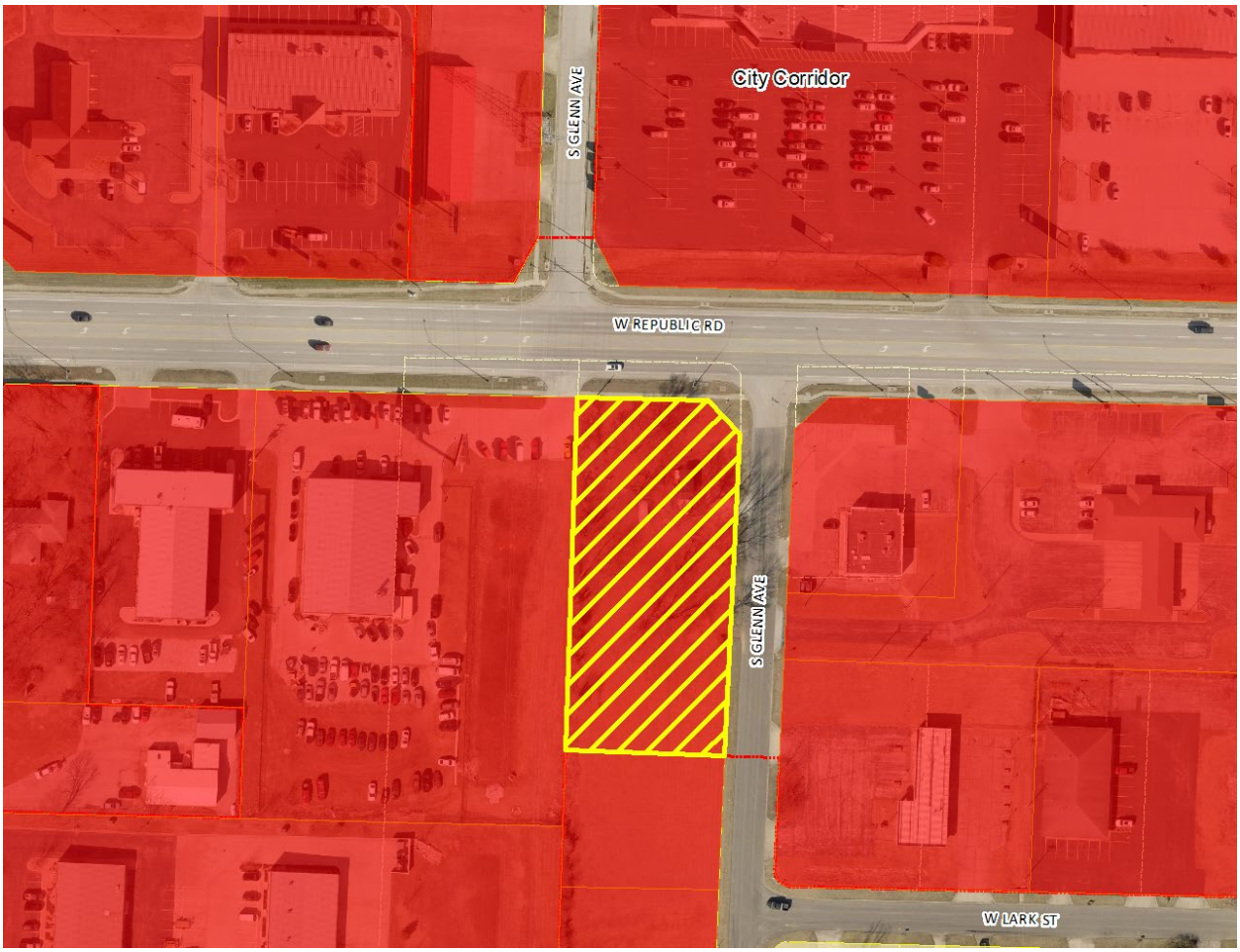
TRANSITIONS:

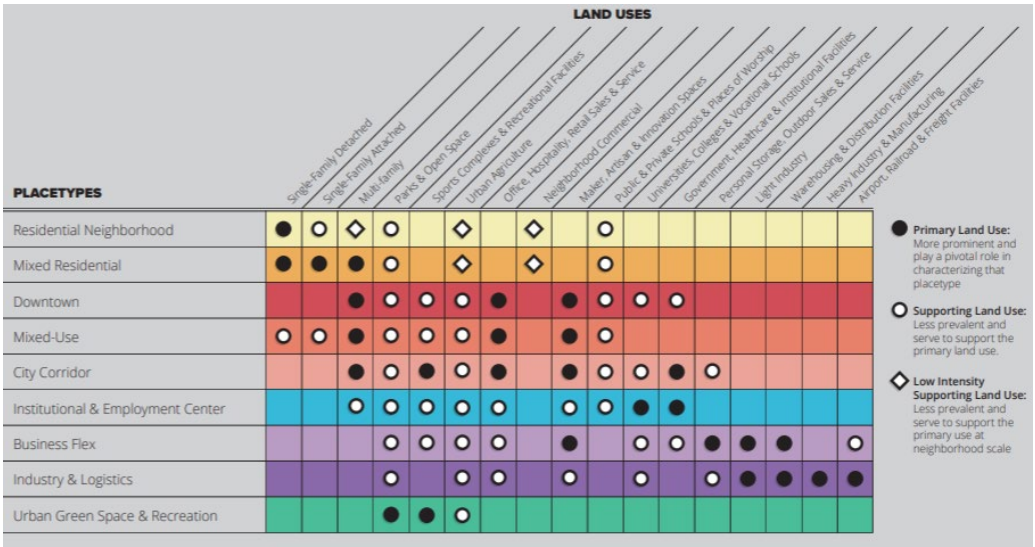
- Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential Placetypes.

- Higher density residential development should be integrated along existing commercial corridors in need of reinvestment, transitioning aging commercial properties to new uses and focusing future commercial development at high activity nodes.
- Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.
- Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:

SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	GC	County C-2	GC	County C-2
LAND USE	Fitness center	Undeveloped land	Restaurant	Auto-body repair
PLACETYPES	City Corridor	City Corridor	City Corridor	City Corridor

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Public sewer is not currently available for this address, but sewer is being extended to serve it.

DEVELOPMENT REVIEW STAFF REPORT

FIRE DEPARTMENT:

No objections to rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W Republic Road	Primary Arterial	City	50	50	24,300	No	Yes	Yes
Street 2	S Glenn Avenue	Local	County	25	25	NA	No	Yes	No

ACCESS - All new or modified access shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - There are no Greenway Trails near the property. There are bus stops on W Republic Road near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu Flood Control	Fee in Lieu Water Quality	Stream Buffer	Sinkhole or Watershed	Floodplain/ Floodway
2852 W Republic Rd	Ward Branch	No	No	No	No	No

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DETENTION AND DISCHARGE REQUIREMENTS

1. Flood Control designed Chapters 5 and 9 of the City's Flood Control and Water Quality Protection Manual is required at time of development. The future control measure will discharge to Glenn Ave or the adjacent drainage easement to the west.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN
N/A

NATURAL CHANNEL & STREAM BUFFERS
N/A

SINKHOLES & KARST FEATURES
N/A

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 1 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial. The applicant intends to build a drive-through coffee shop.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype. This placetype predominantly consists of commercial and service-related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers.

3. The GC district is consistent with the City Corridor placetype. Retail sales and service is listed as a primary land use in the City Corridor placetype.

4. The city and other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the GC district. The capacity of the surrounding street network and access to street frontage is adequate for the proposed uses in the GC district.

5. There are few changing conditions in the area, and the predominant use is commercial along Republic Road. This application advances the public interest by allowing commercial development in an area that has commercial uses.

6. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

7. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

8. The applicant held a neighborhood meeting on May 21, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

9. The public notice was advertised in the Springfield News-Leader at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. The planning and zoning commission may recommend, and the city council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
    a. Restrict uses beyond those otherwise allowed in the zoning district;
    b. Increase landscape, bufferyards, or open space beyond what is required by this chapter;
    c. Limit building scale and location more strictly than otherwise permitted by the development standards;
    d. Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
    e. Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and
    f. Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION and MEETING SUMMARY

1. Request change to zoning from: C-2 District *(existing zoning)* to GC - General Commercial *(proposed zoning)*
2. Meeting Date & Time: May 21, 2026 4:30pm-6pm
3. Meeting Location: OWN, Inc 3213 S West Byp, Springfield, MO 65807
4. Number of invitations that were sent: 58 total
5. How the mailing list was generated: Generated by City
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

No concerns raised. Answered neighbor's general questions about city driveway requirements and annexation.

8. List or attach the written comments and how you plan to address any issues:

None

I, Taylor Osman *(print name)*, attest that the neighborhood meeting was held on May 21, 2026 *(month/date/year)* and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

Taylor Osman

Printed name of person completing affidavit

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-152 (HORTON)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 130 acres of property generally located at 233 East Norton Road from County R-1, Suburban Residence District; R-SF, Single-Family Residential District; and Planned Development No. 165 and 165 Amended, to GI, Government and Institutional District; and adopting an updated Official Zoning Map. (By: Maranatha Village, Inc.; 233 East Norton Road; Z-15-2026)

PURPOSE: A general ordinance amending Chapter 36, Article 4, Section 4.01B, Official Zoning Map,' by rezoning approximately 130 acres of property from County R-1, Suburban Residence District, R-SF, Single-Family Residential District, and Planned Development No. 165 and 165 Amended, to GI, Government and Institutional District. (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:
ZONING CASE NUMBER Z-15-2026

The applicant is requesting to rezone approximately 130 acres of property from County R-1, Suburban Residence District, R-SF, Single-Family Residential District, and Planned Development No. 165 and 165 Amended, to GI, Government and Institutional District. The applicant intends to infill and expand the Maranatha Village (senior living) development to the north and east.

REMARKS: The Planning and Zoning Commission held a public hearing on June 11, 2026, and recommended approval, by a vote of 7 to 0.

The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The current PD 165 & 165 Amended that encompasses most of the subject property currently allows for the proposed uses; however, rezoning to a base district will allow for more flexibility of uses in the future.

2. The *Comprehensive Plan's Land Use & Development* chapter identifies majority of the subject property within the Mixed Residential placetype. There is a small portion (approx. 10 acres) of Traditional Neighborhood placetype that was

recently annexed.

3. This application is consistent with the Mixed Residential placetype that lists single-family detached, single-family attached and multi-family as primary land uses. The Traditional Neighborhood placetype also lists single-family detached as a primary and single-family attached and low-intensity multi-family as supporting land uses.

4. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype.

5. The GI district provides for the concentrated location of federal, state, or local government activities, major public or private institutions, or large medical facilities. These uses are not limited to this district, but the district provides a concentrated area for where these uses are comparatively intensive and require substantial buildings and land areas. The GI District is exempt from the off-street parking requirement contained in Article 7 of the Land Development Code.

6. The proposed district is consistent with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.

7. There have been a few changes since the existing zoning has been in place that make the proposed rezoning necessary.

8. Since the rezoning application does not include a zoning site plan with conditions, the entirety of the Governmental and Institutional District will be allowed, and any proposed development will have to meet the existing district development and design standards at the time of development.

9. The City can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the proposed district, including capacity of the surrounding street network and access on specific street frontages.

10. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity.

11. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.

12. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Mixed Residential and Traditional Neighborhood placetype and on the finding of facts above.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 07/21/2026

Attachments:
1. Z-15-2026 233 E Norton Rd
2. Z-15-2026_exhA
3. Z-15-2026_exhB
4. Z-15-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 07-07-26

Sponsored by: Horton

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-152 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 130 acres of property generally located at 233 East Norton Road from County R-1, Suburban Residence District; R-SF, Single-Family Residential District; and Planned Development No. 165 and 165 Amended, to GI, Government and Institutional District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 233 East Norton Road from County R-1, Suburban Residence District; R-SF, Single-Family Residential District; and Planned Development No. 165 and 165 Amended, to GI, Government and Institutional District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on June 11, 2026, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made a recommendation of approval by a vote of 7 to 0; and

WHEREAS, the City has reviewed the applicant's request and prepared a staff report concerning the application, which is attached hereto and incorporated herein by this reference as "Exhibit C"; and

WHEREAS, proper notice was given of a public hearing before City Council, and said hearing was held in accordance with the law.

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

Section 1 – The property generally located at 233 East Norton Road and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from County R-1, Suburban Residence District; R-SF, Single-Family Residential District; and Planned Development No. 165 and 165

Amended, to GI, Government and Institutional District. Springfield Land Development Code Section 4.01B, 'Official Zoning Map,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-4.01B, 'Official Zoning Map.'

Section 3 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

Section 4 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
LEGAL DESCRIPTION

TRACT 1

A TRACT OF LAND LYING IN PART OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1 AND IN THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, ALL IN TOWNSHIP 29 NORTH, RANGE 22 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST;

THENCE ALONG THE NORTH LINE OF SAID LOT 4 SOUTH 89°25'59" EAST, 785.29 FEET;

THENCE LEAVING SAID NORTH LINE SOUTH 02°07'49" WEST, 413.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2015, PAGE 041991-15 OF THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE ALONG THE EAST LINE OF SAID TRACT THE FOLLOWING 5 COURSES:

SOUTH 01°59'27" WEST, 916.87 FEET; THENCE SOUTH 01°14'26" WEST, 651.40 FEET; THENCE SOUTH 88°50'55" EAST, 31.10 FEET; THENCE SOUTH 00°46'11" WEST, 1760.02 FEET; THENCE SOUTH 00°29'02" WEST, 210.03 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF NORTON ROAD;

THENCE LEAVING SAID EAST LINE AND ALONG SAID RIGHT-OF-WAY THE FOLLOWING 3 COURSES: NORTH 89°24'21" WEST, 84.53 FEET;

THENCE SOUTH 00°57'09" WEST, 5.08 FEET;

THENCE NORTH 89°11'51" WEST, 589.54 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 2024, PAGE 007272-24 OF SAID RECORDER'S OFFICE;

THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID TRACT THE FOLLOWING 12 COURSES:

NORTH 01°19'58" WEST, 1006.38 FEET;

THENCE NORTH 01°10'43" WEST, 281.07 FEET TO A POINT ON THE SOUTH LINE OF LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1;

THENCE ALONG SAID SOUTH LINE NORTH 89°41'44” WEST, 115.15 FEET TO THE SOUTHWEST CORNER 0F SAID LOT 3 OF THE NORTHWEST FRACTIONAL QUARTER;

THENCE ALONG THE WEST LINE OF SAID LOT 3 NORTH 01°54'31” EAST, 452.95 FEET;

THENCE LEAVING SAID WEST LINE NORTH 89°20'36” WEST, 412.00 FEET;

THENCE NORTH 16°52'33” WEST, 221.97 FEET;

THENCE NORTH 18°51'02”WEST, 66.28 FEET;

THENCE NORTH 51°54'46” WEST, 384.01 FEET;

THENCE NORTH 21°46'33” WEST, 136.48 FEET;

THENCE NORTH 25°50'49” WEST, 105.96 FEET;

THENCE SOUTH 88°41'11” WEST, 138.29 FEET;

THENCE NORTH 40°40'09” WEST, 155.93 FEET;

THENCE NORTH 53°34'19” WEST, 61.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF GRANT STREET;

THENCE LEAVING SAID TRACT AND ALONG SAID RIGHT-OF-WAY THE FOLLOWING 5 COURSES:

NORTH 01°45'08” EAST, 192.53 FEET; THENCE NORTH 88°07'40” WEST, 50.56 WEST; THENCE NORTH 01°47'02” EAST, 474.93 FEET; THENCE SOUTH 87°59'50” EAST, 14.99 FEET; THENCE NORTH 01°47'03” EAST, 275.25 FEET TO A POINT ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1519, PAGE 1876 OF SAID RECORDER'S OFFICE;

THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG SAID SOUTH LINE SOUTH 88°31'59” EAST, 1115.82 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE SOUTH 89°16'57” EAST, 920.62 FEET TO THE POINT OF BEGINNING, CONTAINING 4,508,672 SQUARE FEET (103.50 ACRES), ALL LYING IN SECTIONS 1 AND 2, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

TRACT 2

A TRACT OF LAND LYING IN PART OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF HUNTINGTON POINTE PHASE V, A SUBDIVISION RECORDED IN BOOK AAA, PAGE 572 OF THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE WEST ONE-HALF OF LOT 4 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 1,

THENCE ALONG THE NORTH LINE OF SAID LOT 4, ALSO BEING THE SOUTH LINE OF HUNTINGTON POINTE PHASE V NORTH 89°23'47” WEST, 66.47 FEET TO THE POINT OF BEGINNING;

THENCE LEAVING THE NORTH LINE OF LOT 4 SOUTH 02°19'23” WEST, 14.49 FEET;

THENCE SOUTH 04°59'38” EAST, 1322.33 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4;

THENCE ALONG SAID SOUTH LINE NORTH 89°21'44” WEST, 646.44 FEET TO A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2015, PAGE 041991-15 OF SAID RECORDER'S OFFICE;

THENCE LEAVING THE SOUTH LINE OF LOT 4 AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°59'27” EAST, 916.87 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1519, PAGE 1876 OF SAID RECORDER'S OFFICE; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 02°07'49” EAST, 413.67 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING ON THE NORTH LINE OF SAID LOT 4 AND THE SOUTH LINE OF HUNTINGTON POINTE PHASE III, A SUBDIVISION RECORDED IN BOOK AAA, PAGE 367 OF THE GREENE COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF LOT 4 SOUTH 89°23'47” EAST, 484.68 FEET TO THE POINT OF BEGINNING, CONTAINING 751,612 SQUARE FEET (17.25 ACRES), ALL LYING IN SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 11, 2026

Z-15-2026
233 East Norton Road
Applicant: Maranatha Village, Inc.

Daniel Neal stated that this is a request to rezone approximately 130 acres of property from County R-1, Suburban Residence District, R-SF, Single-Family Residential District and PD, Planned Development No. 165 and 165 Amended to the GI, Government and Institutional District.

Commissioner Pauly questioned the multi-family to the north and east with the limitations of the 45-degree bulk plane for the building height. Mr. Neal noted that they would be limited, but believes the current Planned Development has a height limit of 2-stories. Additional questions regarding the bulk plane, i.e., if they want a structure to be 45 feet tall then it would need to be 45 feet away from the property line.

Mr. Doennig opened the public hearing.

Teresa Davison, 535 W. Battlefield, clarified that initial expansion plans involve similar single-family and duplex units and an immediate project includes an 80-unit independent living apartment building with community features, connecting to the existing campus.

She also noted that the additional properties can add a buffer for their current campus, but there's no current development plans yet. Neighbors expressed satisfaction with the development serving as a buffer.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner McClure moved to approve Z-15-2026. Commissioner Scott seconded the motion. The item Passed with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Jacquez, Commissioner Pauly, Commissioner McClure, Commissioner Gunther, and Commissioner Morris. Nays: None. Absent: Commissioner Souliere and Commissioner Hunton. Abstain: None.

Bob Hosmer, AICP
Planning Manager

CITY OF Springfield

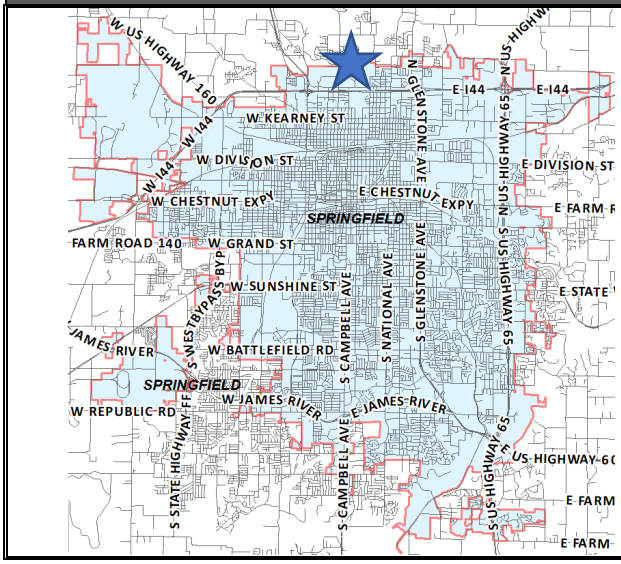
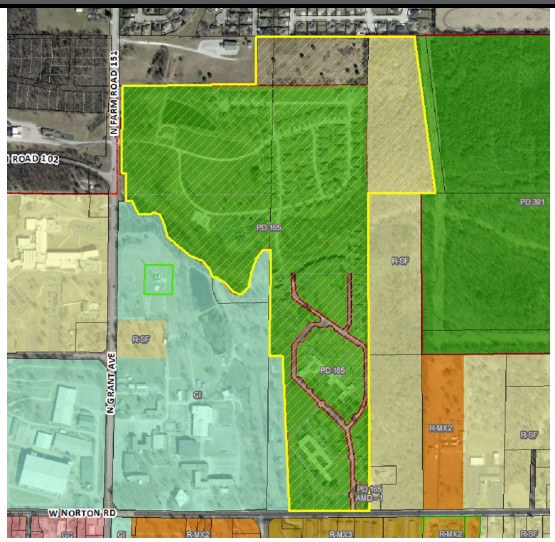
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-15-2026
Location:	233 E. Norton Road
Total Acres:	130 acres
Applicant:	Maranatha Village, Inc.
Existing Land Use:	Nursing home, multi-unit and one-unit dwelling uses
Neighborhood Meeting:	May 21, 2026
Planning and Zoning Commission:	June 11, 2026
City Council:	July 13, 2026
Public Notification:	Mail, posted property, and legal in Springfield News-Leader
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-15-2026 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to rezone approximately 130 acres of property from County R-1, Suburban Residence District, R-SF, Single-Family Residential District and PD, Planned Development No. 165 and 165 Amended to the GI, Government and Institutional District.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OFLOCATION:

GOOGLE STREETVIEW:

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject properties have been zoned PD 165 since 1994 and PD 165 Amended since 2000. The property zoned R-SF, Single-Family Residential District has been zoned since the Citywide remapping in 1995 but was recently subdivided from its original parent tract as part of the Hawkins Mill development. An additional 10 acres was annexed this year and has been included in the rezoning as well.

PLANNING AND ZONING COMMISSION AUTHORITY:

36-2.05 Rezoning

A. Applicability. The rezoning process provides review of changes to the boundary of zoning districts that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in policies with respect to future development. Application for a rezoning may be filed by the property owner, the City Council, or the Planning and Zoning Commission, or by city staff on behalf of these city entities.

B. Review Criteria. Review, recommendations, and decisions for a proposed rezoning shall be based on evaluating and balancing the following criteria:

1. The proposed district is consistent with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.
2. Whether the area has changed since the existing zoning has been in place, or it is changing to a degree that it advances the public interest to rezone the property.
3. The proposed district will enable development in character with existing or anticipated development in the area considering:
    a. The design of streets, civic spaces, and other open space;
    b. The mix, density, or intensity of potential uses;
    c. The pattern, scale, and format of buildings and sites enabled by district standards;
    d. The compatibility with and transition to other districts, development, or uses in the vicinity; and
    e. Any reasonably anticipated negative impacts can be mitigated by applicable development standards or planning, design, and engineering practices applicable to the site.
    f. Any rezoning application conditioned on a zoning site plan may be evaluated based on that plan; otherwise, the entirety of what may be enabled by the zoning district shall be considered with the above criteria.
4. The City or other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the proposed district, including capacity of the surrounding street network and access on specific street frontages.
5. Reasonable viable economic use of the subject property will be precluded if the proposed rezoning is denied.
6. The recommendations of any professional staff or advisory review bodies, and any additional testimony or evidence on the record.
7. Any relevant information submitted or presented at the public hearing

DEVELOPMENT REVIEW STAFF REPORT

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Lot Width Minimum	50 feet
Building Setbacks	25 feet. front and side street
Maximum Height	None, except non-residential districts and/or structures, except in CC, abutting R-SF or R-MX1 are required to have a 45-degree bulk plane.
Minimum Open Space	20 percent of the total lot area.
Buffering and Landscaping	The required landscape shall be based on different elements of the site according to Table 8-1. Buffer types shall be required and applied as indicated in Table 8-3 of the Land Development Code.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies majority of the subject property within the Mixed Residential placetype. There is a small portion of Traditional Neighborhood placetype that was recently annexed.

The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments, student housing, and single-family detached homes that have been converted into multiunit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype. Encouraging investment to enhance existing properties as well as attracting new high-quality development with attention to scale and building design is a key focus to ensure desirable character within the placetype.

Placetypes are not as rigid as zoning districts and allow for supporting or ancillary uses which complement and enhance its sense of place; as an extension of this, a single placetype is not likely to be defined by a single zoning district or even a collection of closely related zoning districts (e.g. industrial districts), but rather a mix of tangentially related zoning districts which together form a cohesive sense of place when developed with similar character, scale, and form.

Primary Land Uses:

- Single-family attached
- Single-family detached
- Multi-family

Supporting Land Uses:

- Parks, greenways and open space

- Low-intensity urban agriculture
- Public and private schools and places of worship
- Low-intensity neighborhood commercial

Characteristics

TRANSPORTATION & INFRASTRUCTURE

1. Access management is improved for vehicles through curb cut consolidation and cross-access between properties, reducing traffic conflicts and backups
2. Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors and integrated into private development plans.
3. Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
4. Quality of place and identity is enhanced through preserving and planting trees, and other landscaping and traffic calming improvements are made that double as streetscape elements
5. Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
6. Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses are located within the neighborhood and around the perimeter.
7. Street network is well-connected, designed for slow traffic, and includes pedestrian facilities.
8. As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
9. Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.
10. The higher density nature of the placetype prioritizes these areas for future transit access and Transit-Oriented Development (TOD) as the City looks to expand the system in the long term.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY

1. Residential development and neighborhood-scale commercial buildings are oriented to the street and focus on pedestrian scale.
2. Parking is to be located behind or beside the primary buildings with abundant landscaping and screening. Pedestrian pathways to provide safe access to business entrances.
3. Preservation of neighborhood schools and adaptive reuse of existing residential and non-residential structures is encouraged.
4. New structures reflect the character and context of the historic neighborhood fabric and developed area.
5. A greater focus on site design, parking access, massing, and building orientation are adopted to ensure new development is complementary to adjacent lower density residential development.

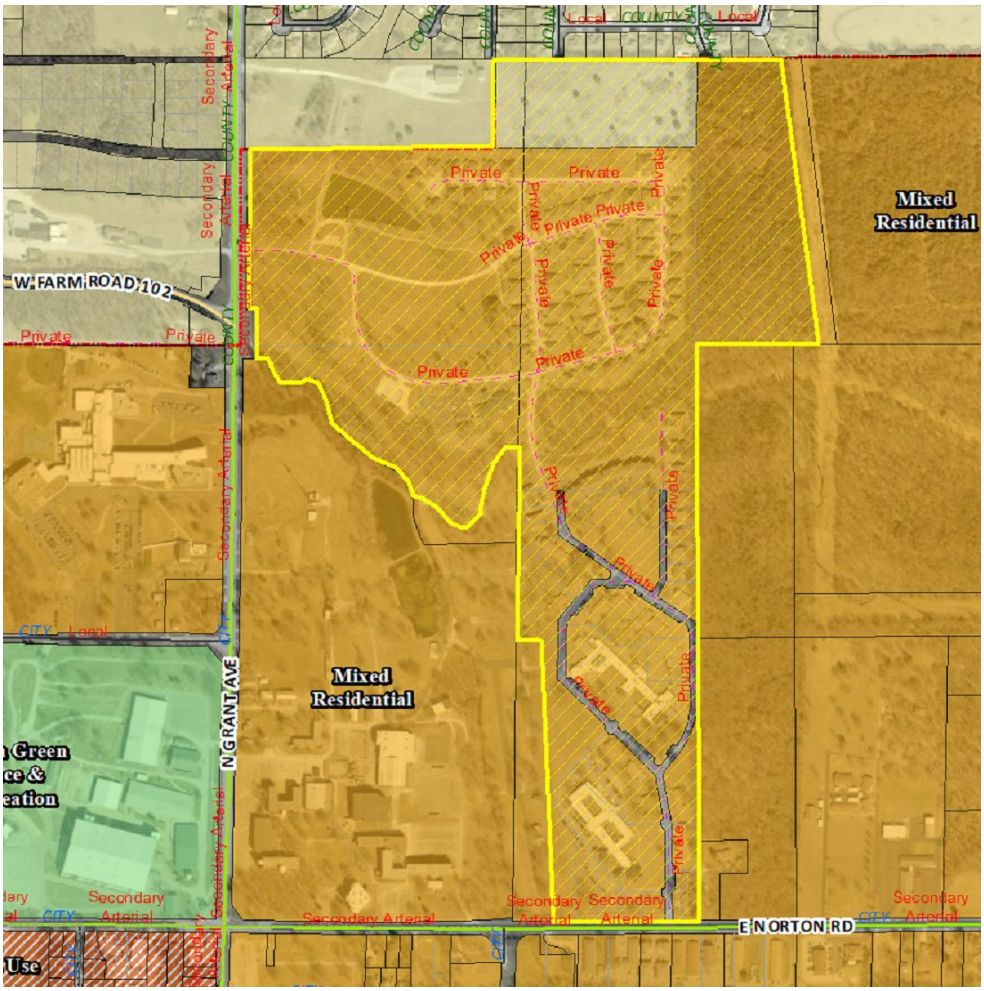
6. Multi-story buildings designed with active ground floor spaces are visible and inviting to the pedestrian with transparent, glass windows and doors.
7. Quality materials, construction methods, workmanship, and design are incorporated into new development and redevelopment.
8. A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
9. The main entrance of new development is oriented towards the primary street.
10. Windows, balconies, and porches are encouraged on upper stories to provide informal security with “eyes on the street” and activation.
11. Lighting, signage, landscaping, mail, and delivery accommodations are proactively incorporated into the site design.
12. Mechanical equipment, trash receptacles, and recycling bin storage areas are fully screened or located away from major roadway view.

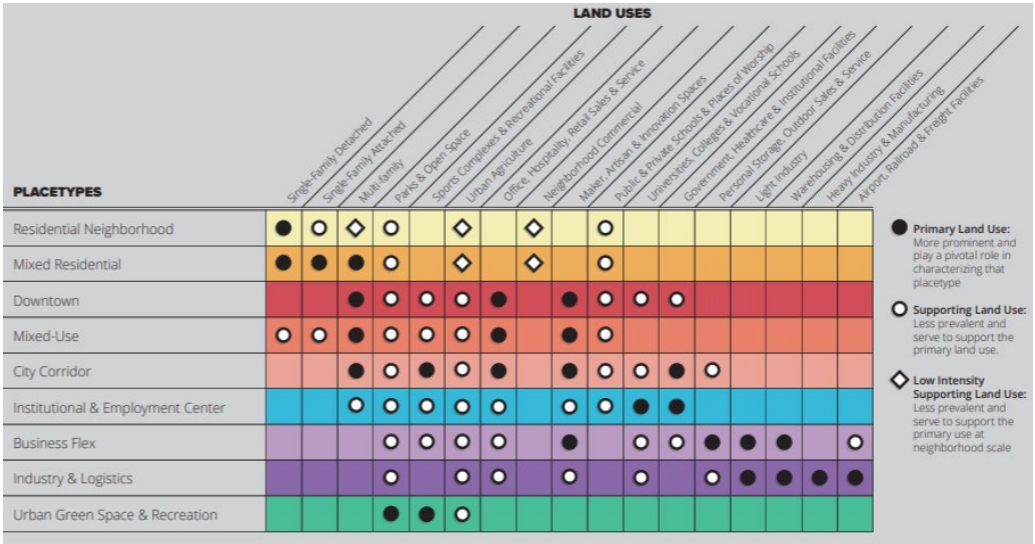
Transitions:

1. Mixed Residential placetypes near the Downtown and city corridors help generate activity and increase access to local shoppers, while providing high-quality, affordable housing options.
2. Mixed Residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment.
3. Higher density residential is sufficiently screened and buffered from lower density uses.

DEVELOPMENT REVIEW STAFF REPORT

FUTURE PLACETYPE MAP:

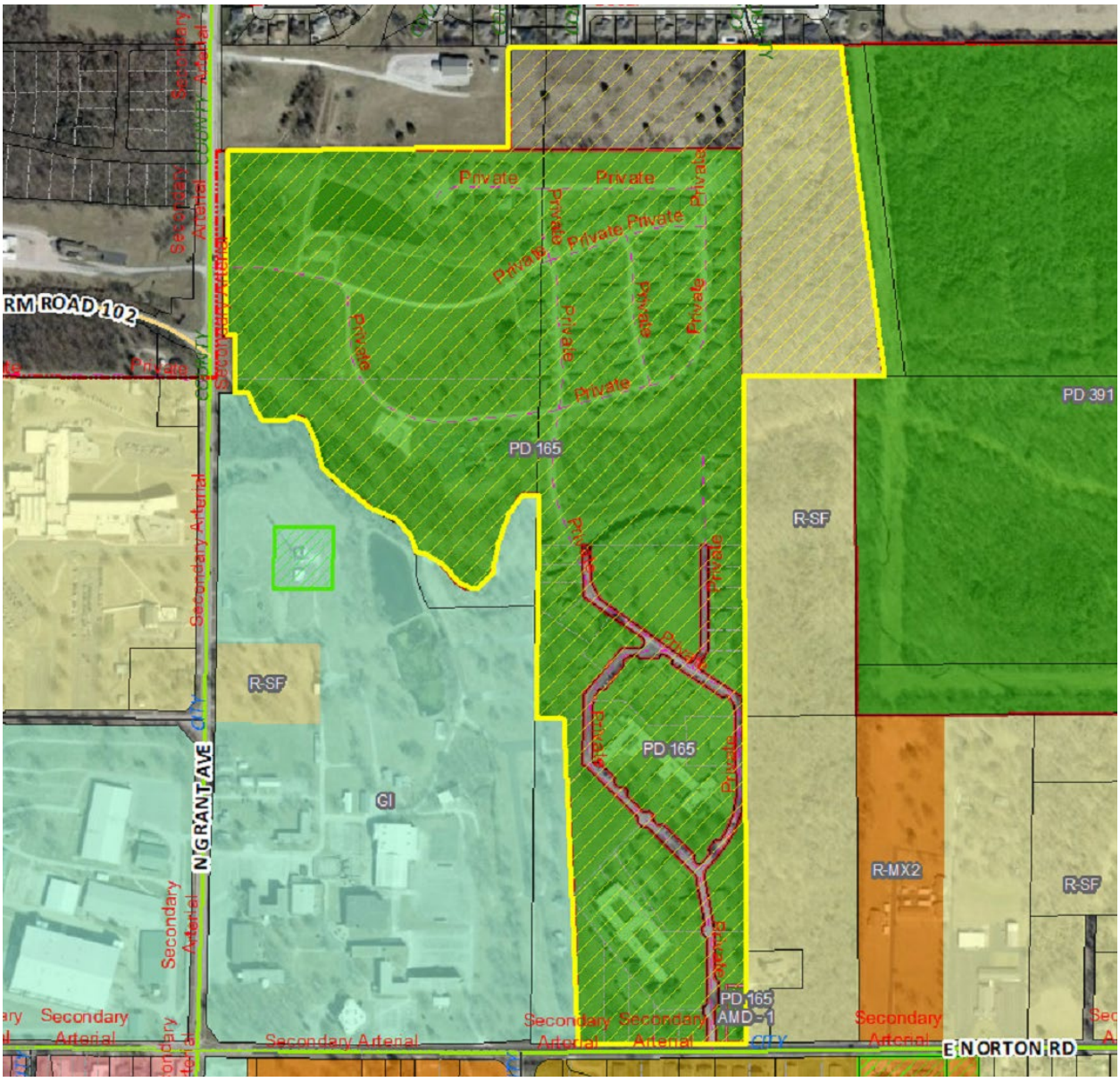




CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	County R-1	GI & R-MX3	R-SF & PD 391	GI & County
LAND USE	Single-family residential and church uses	University and multi-family uses	Single-family residential uses	University & school uses
PLACETYPES	Traditional Neighborhood	Mixed Residential	Mixed Residential	Mixed Residential

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues generally with rezoning of the property.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	E Norton Road	Secondary Arterial	City	50	35	9,000	No	Yes	Yes
Street 2	N Farm Road 151 (N Grant Avenue)	Secondary Arterial	County	35	35	9,000	No	No	No
Street 3	N Maranatha Lane	Private	NA	NA	NA	NA	NA	No	Yes

ACCESS - All new or modified access shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - The Pea Ridge future Greenway trail alignment is mapped nearby to the south of this property. There are bus stops on Grant Avenue and Norton RD near this property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu Flood Control	Fee in Lieu Water Quality	Stream Buffer	Sinkhole or Watershed	Floodplain/ Floodway
233 E Norton Rd	Pea Ridge Creek	No	No	Yes	No	Yes

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DETENTION AND DISCHARGE REQUIREMENTS

1. Maranatha Village property has several existing stormwater control measures from previous design and construction. Future developments will trigger flood control requirements for designed stormwater control measures to meet Chapter 5 and 9 of the Flood Control and Water Quality Protection manual.

WATER QUALITY REQUIREMENTS

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN

1. Floodplain and Floodway are present on the property along the Pea Ridge Creek stream area. Existing buildings and structures are not within either Floodplain or Floodway. Future developments or changes to the floodplain would require a floodplain permit.

NATURAL CHANNEL & STREAM BUFFERS

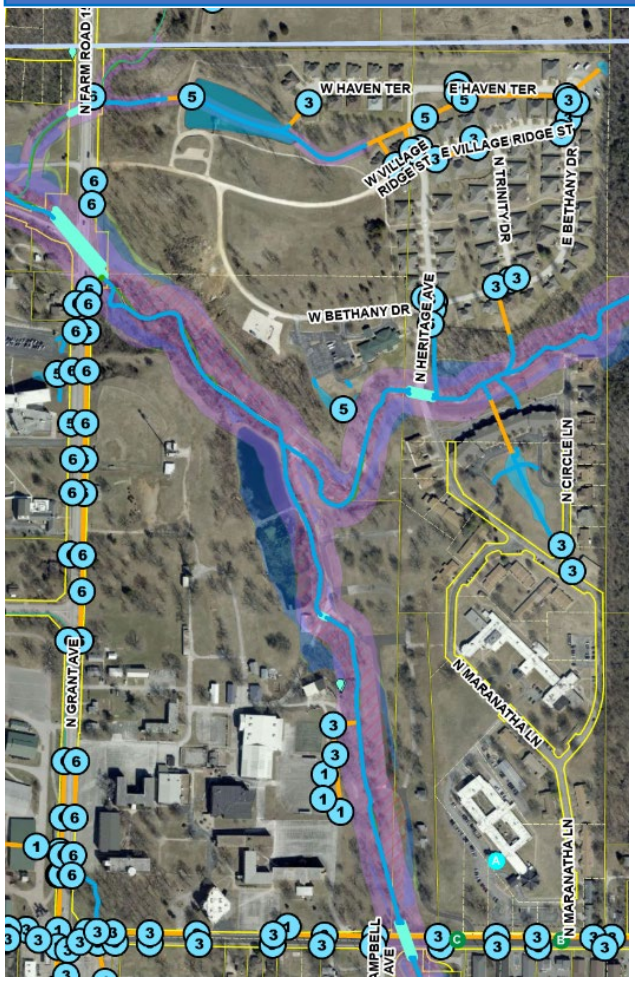
1. The Pea Ridge Creek main branch and tributary cross the property to the west and through the middle of the area. Pea Ridge Creek stream buffers exist on site from previous permitting. The buffers range from 180 feet wide to 200 feet wide.

SINKHOLES & KARST FEATURES

N/A

CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT



STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 130 acres of property from County R-1, Suburban Residence District, R-SF, Single-Family Residential District and PD, Planned Development No. 165 and 165 Amended to the GI, Government and Institutional District. The applicant intends to expand the Maranatha Village (senior living) development to the north and east.

2. The current PD 165 & 165 Amended that encompasses most of the subject property currently allows for the proposed uses; however, rezoning to a base district will allow for more flexibility of uses in the future.

3. The *Comprehensive Plan's Land Use & Development* chapter identifies majority of the subject property within the Mixed Residential placetype. There is a small portion (approx. 10 acres) of Traditional Neighborhood placetype that was recently annexed.

4. This application is consistent with the Mixed Residential placetype that lists single-family detached, single-family attached and multi-family as primary land uses. The Traditional

Neighborhood placetype also lists single-family detached as a primary and single-family attached and low-intensity multi-family as supporting land uses.

5. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype.

6. The GI district provides for the concentrated location of federal, state, or local government activities, major public or private institutions, or large medical facilities. These uses are not limited to this district, but the district provides a concentrated area for where these uses are comparatively intensive and require substantial buildings and land areas. The GI District is exempt from the off-street parking requirement contained in Article 7 of the Land Development Code.

7. The proposed district is consistent with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.

8. There are have been a few changes since the existing zoning has been in place that make the proposed rezoning necessary.

9. Since the rezoning application does not include a zoning site plan with conditions, the entirety of the Governmental and Institutional District will be allowed, and any proposed development will have to meet the existing district development and design standards at the time of development.

10. The City can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the proposed district, including capacity of the surrounding street network and access on specific street frontages.

11. The range of uses in the proposed GI district is compatible with the uses permitted on other property in the immediate vicinity.

12. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.

13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

14. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

15. The applicant held a neighborhood meeting on May 21, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

16. The public notice was advertised in the Springfield News-Leader at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Mixed Residential and Traditional Neighborhood placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. The planning and zoning commission may recommend, and the city council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
    a. Restrict uses beyond those otherwise allowed in the zoning district;
    b. Increase landscape, bufferyards, or open space beyond what is required by this chapter;
    c. Limit building scale and location more strictly than otherwise permitted by the development standards;
    d. Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
    e. Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and
    f. Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

Heithaus Engineering & Associates, Inc.
Consulting Engineering & Land Surveying – *Since 1979*
535 W. Battlefield St. Springfield, MO 65807 E-mail: HEI@heiweb.com
(417) 887-3238 Fax (417) 887-1940 www.heiweb.com

May 29, 2026

Re: **Neighborhood Meeting Summary**
PLN2026-00077
Rezoning Request – 233 E. Norton Rd.
PD 194 & vacant to GI
Proposed Use: Maranatha Retirement Village

A neighborhood meeting was held to discuss a proposed rezoning of Maranatha Village's existing Campus along with recently acquired and annexed properties at 233 E. North Road from PD 194 & vacant lands to GI – Government / Institutional. The neighborhood meeting for this zoning request was held on Thursday, May 21st, 2026 between 4 pm to 6:30 pm at the Maranatha Chapel.

Attendees:
From the xx mailers that were sent to neighbors within a 500-ft. radius, 6 neighbors dropped by at the beginning of the meeting and 1 near the end around 6:15pm to inquire about the proposed zoning and discuss how it may impact them.

Discussion Highlights:

- **Planned Improvements**
  - The Owner's CEO and I discussed the history of planning efforts for the Maranatha Village campus. Initial concepts focused on improving and expanding existing facilities on the campus.
  - As planning progressed, it was determined that the cost of renovating and expanding the existing facilities would be substantial and not financially feasible in the near term.
  - As a result, attention shifted toward the possibility of constructing a new 80-unit independent-living apartment building on the campus.
  - The proposed location of the apartment building was discussed with attendees. It was explained that the building would be located within the interior portion of the campus and would have limited visibility from surrounding properties and public streets.
  - It was further explained that the reason for the rezoning was to related to the existing Planned Development (PD) restricting the building height which would not allow for the construction of the 4-story 80-unit apartment building.
  - Additionally, the PD restricted access to Norton Road to only 1 entrance. Maranatha is wanting to add a second drive to the west to serve as a service entrance.

- **Future Development Plans**
  - The neighbors that stopped by were from the residential subdivision to the north side of the campus, and asked questions regarding future expansion and long-term development of the property.

- Maranatha Village representatives explained that there are no immediate plans for additional development beyond the currently discussed improvements internal to their original campus.
- The recently acquired vacant properties are intended to remain vacant at this time. It was noted that any consideration of future expansion into those areas would likely be many years away and they would likely be developed similar to the existing single-family and duplex units at the northerly end of the main campus.

Neighbor Feedback:
Neighbors were generally supportive of the proposal and noted that Maranatha Village have been good neighbors.

The neighborhood meeting sign-in sheet is included with this summary.

Respectfully,

Teresa A. Davison

Teresa A. Davison, P.E.

Neighborhood Meeting - Sign In

Rezoning Request for Maranatha Village

Thursday, May 21st, 2026 (4 PM to 6:30 PM)

Name	Company	Address	Phone #	Fax #	E-Mail
Connie Vitello		3617 N. McCurry Ave	720-284-4418		peoplesam1@gmail.com
Gene Kelley		3195 N. Circle Lane	417-883-9070		
Evi Willoughby		303 W. THISTLEWOOD	501 762-2342		
Roger Chasteen		674 W. Bridgewood Ct	417-848-4136		
Terri Chasteen		674 W. Bridgewood Ct	417-848-4136		
Geraldine Carsten		3605 N. McCurry	417 536-0016		geraldinecarsten@yahoo.com
Dan Peck		295 W. Arlington	443-223-6945		

EXPLANATION TO COUNCIL BILL 2026-153 (HOSMER)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code,' to incorporate recommended changes. (By: City of Springfield; City-wide; Land Development Code - Text Amendment Number 3.)

PURPOSE: To amend the Springfield Land Development Code, Chapter 36. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: 1. The City Council adopted the new Land Development Code on March 10, 2026, and Text Amendment Number 2 was adopted April 6, 2026. The new Land Development Code went into effect at 12:00 AM on April 7, 2026, after the citywide remapping.

2. The Planning and Zoning Commission initiated Amendment Number 3 at its May 7, 2026, meeting.

3. The purpose of Text Amendment No. 3 is to update the adopted ordinance language and improve the usability, clarity, and internal consistency of the Land Development Code.

4. During the implementation of the new Land Development Code language, staff and stakeholders have identified several technical corrections and clarifications that would improve the functionality and interpretation of the code.

FINDINGS FOR STAFF RECOMMENDATION

1. Staff has determined that the proposed Text Amendments Number 3 is consistent with the Comprehensive Plan, the purpose section in 36-1.02, the intent of the Code, and is necessary to improve the effectiveness and efficiency for administrating the Land Development Code.

2. The proposed Text Amendment Number 3 includes.

a.Technical corrections and formatting revisions intended to improve internal consistency throughout the ordinance, including typographical errors, standardization of terminology, and updates to internal cross-references.

b. Clarifications regulatory language where additional wording improves interpretation of development standards, measurement methods, or procedural requirements. These provisions include enforcement section 36-1.07, and the modification process, Table 2-2.

c. Several provisions from the existing Chapter 36 that were inadvertently omitted during reorganization of the ordinance have been restored through this amendment. These provisions include reasonable accommodation policy, historic designation notices Table 2-3, Signs Table 9-2, and subdivision applicability section 36-3.02.

3. The proposed amendment has been reviewed by City departments, and comments have been incorporated where appropriate.

4. Public notice of the proposed text amendment was provided in accordance with the requirements of the Land Development Code.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan and the purposes listed in section in 36-1.02 of the Land Development Code.

Submitted By: Bob Hosmer, Planning Manager

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 07/21/2026

Attachments:
1. Chapter 36 -Text Amendment No. 3 _ Ord
2. Chapter 36 - Text Amendment #3_exhA
3. Chapter 36 - Text Amendment #3_exhB

One-rdg. _____
P. Hrngs. X
Pgs. _____
Filed: 07-07-26

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-153 GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 36, 'Land Development Code,' to incorporate recommended changes.

_____

WHEREAS, the new Chapter 36, "Land Development Code," of the Springfield City Code went into effect at 12:00a.m. on April 7, 2026, via the adoption of General Ordinance 6996; and

WHEREAS, since that time, both City staff and other stakeholders have identified several technical corrections and clarifications that would improve the functionality and interpretation of the Land Development Code; and

WHEREAS, the purpose of this Text Amendment No. 3 is to update the adopted ordinance language and improve the usability, clarity, and internal consistency of the Land Development Code to incorporate the suggestions identified; and

WHEREAS, the Planning and Zoning Commission held a public hearing on June 11, 2026, and recommended approval of this amendment by a vote of 7 to 0, a copy of said proceedings being attached hereto and incorporated herein by this reference as "Exhibit A."

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

Section 1 – The Springfield City Code, Chapter 36, "Land Development Code," is hereby amended as set forth in Attachments 1 and 2 of "Exhibit B"; the entirety of Exhibit B is attached hereto and incorporated herein by this reference.

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost,

impaired, or affected by this Ordinance.

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4 – This Ordinance shall be in full force and effect immediately upon passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 11, 2026

Land Development Code Text Amendment 3
Citywide
Applicant: City of Springfield

Bob Hosmer stated that this is a request to update the adopted ordinance language and improves the usability, clarity, and internal consistency of the Land Development Code. Staff and stakeholders have identified several technical corrections, and clarifications that would improve the functionality and interpretation of the code.

Mr. Doennig opened the public hearing.

No speakers

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Pauly moved to approve Land Development Code Text Amendment 3. Commissioner Jacquez seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Jacquez, Commissioner Pauly, Commissioner McClure, Commissioner Gunther, and Commissioner Morris. Nays: None. Absent: Commissioner Souliere and Commissioner Hunton. Abstain: None.

Bob Hosmer, AICP
Planning Manager

CITY OF Springfield

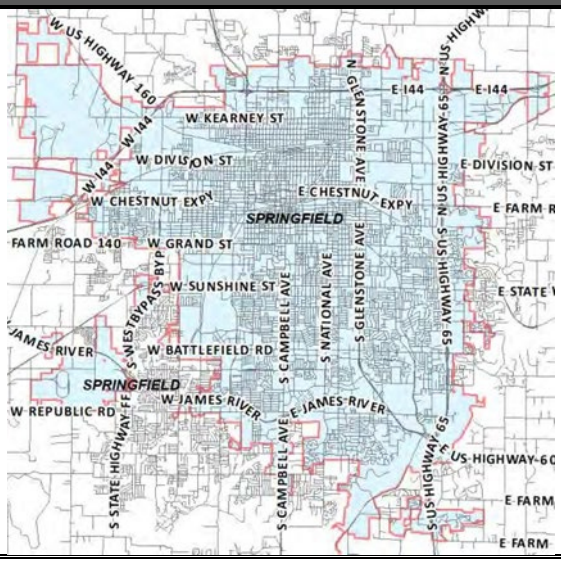
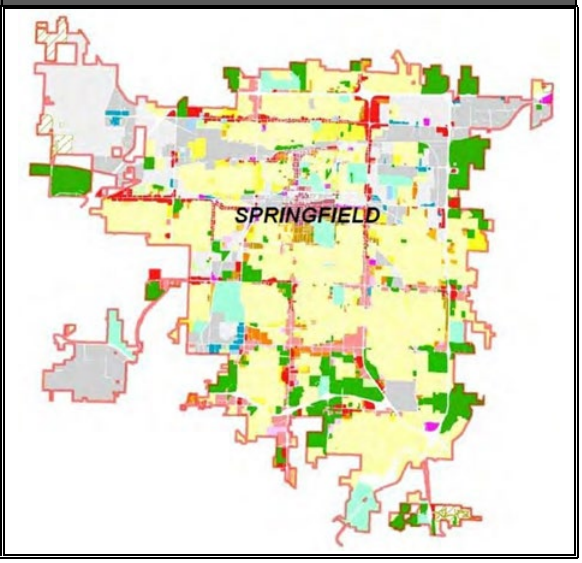
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Land Development Code – Text Amendment Number 3
Applicant:	City of Springfield
Planning and Zoning Commission:	June 11, 2026
City Council:	July 13, 2026
Public Notification:	Legal in Springfield News Leader
Staff:	Bob Hosmer, AICP Planning Manager
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of Text Amendment Number 3 to revise Chapter 36 of the Land Development Code as set forth in Attachment 1 to the staff report. (All commission motions are made in the affirmative)
Required Vote:	A majority of those present (5 members are a quorum).

REQUEST SUMMARY:

Request to amend Chapter 36 of the Land Development Code of the City of Springfield, Missouri, as presented in Attachment 1 and referred throughout this report as Text Amendment Number 3.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

PROJECT SUMMARY:

Text Amendment Number 3 represents an update of the adopted Land Development Code and incorporates technical corrections, clarifications, and targeted revisions identified through staff and stakeholder feedback during the implementation process.

PLANNING AND ZONING COMMISSION AUTHORITY:

36-2.09 Text Amendment

A. Applicability. Amendments to the text of these regulations may be initiated by the City Council or the Planning and Zoning Commission, or by city staff on behalf of these entities.

B. Review Criteria. A text amendment shall be reviewed according to the following criteria:

1. It is consistent with the comprehensive plan.
2. It furthers the purposes of these regulations in Section 36-1.02 and has been considered for both its long-range effects as well as immediate impacts.
3. Whether it is necessitated by a change in conditions in the zoning district or specific areas impacted by the change.
4. The amendment improves the effectiveness and efficiency of administering the Land Development Code.
5. Any relevant information submitted or presented at the public hearing.

C. Review Procedure. In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements shall apply to text amendment applications.

1. Applications may be accompanied by a related comprehensive plan amendment, or a more specific plan, provided that amendment or plan has met all of the legal and policy requirements for plan approvals independent of the proposed text amendment.
2. The City Council may recommend the application be returned to the Planning and Zoning Commission for further study or additional information at its next regular meeting. Failure by the Planning and Zoning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.

D. Effect of Decision. Amendments to the text of these regulations shall be approved by the City Council in the form of an ordinance and be effective after the date specified in the ordinance. The PD Director shall incorporate approved amendments into this chapter by reference to the specific amending ordinance and indicate the newly applicable provisions and the replaced provisions, or by recodification of the official code that incorporates the approved amendment.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

1. The City of Springfield's Comprehensive Plan; Forward SGF, was adopted by City Council on November 14, 2022. The Plan articulates a vision for the Springfield community; the City's development regulations are one of the primary tools that can be

used to implement Plan recommendations and make the vision a reality.

2. The Plan encourages the City to perform a comprehensive review and update of its Land Development Code to establish regulations that support the desired type of development and goals of the Comprehensive Plan.

3. This may include changes to building setback, parking lot orientation, sign standards, landscaping requirements, density, use standards, and designated zoning districts, with a focus on providing public realm improvements to improve interaction between development and the surrounding area.

4. Proactive, strict enforcement of the Land Development Code will be key when new development occurs, or when existing structures that do not meet the updated code are improved, to ensure Springfield grows in a manner that is in line with the community's expectations for community character and quality of place.

5. The following sections of the Comprehensive plan identify actions and strategies that provide guidance for this and future updates to the City's Land Development Code.

   Chapter 5 – Land Use & Development
   Land Use Planning Framework – Responding to Trends and Land Development Pressures
   - Regulatory codes should balance flexibility in land use with standards that promote high-quality design, redevelopment, and pedestrian-oriented environments.
   - Development regulations should support revitalization and reinvestment in existing neighborhoods and corridors while ensuring compatibility with surrounding development patterns.

   Chapter 7 – Neighborhoods & Housing
   Revitalize Springfield's Neighborhoods
   - Champion safe, healthy, livable housing and neighborhoods through development standards that support neighborhood compatibility and reinforce existing community character.

   Chapter 8 – Economic Development
   Goal. Redefine Springfield's Narrative as a Major Competitor and Leader in the Regional Market
   - Update the City's development regulations to support economic development, reinvestment, and flexible business environments.

   Chapter 9 – Transportation & Mobility
   Goal. Integrate Transportation and Land Use to Support Mobility and Placemaking
   - (3.3) Enhance community character and placemaking through coordinated land use planning, site design, and streetscape improvements.

   Chapter 10 – Infrastructure & Community Facilities
   Goal. Develop Infrastructure and Community Facilities in a Sustainable Manner
   - Apply sustainable development practices that support efficient infrastructure investment and long-term community resilience.

Chapter 12 – Subarea Plans
Forward SGF identifies several priority corridors and districts where future planning and development regulations should reinforce placemaking and coordinated reinvestment. These include:

- Glenstone Avenue Subarea Plan – framework recommendations
- Trafficway Street Subarea Plan – framework recommendations
- Chestnut Expressway Subarea Plan – framework recommendations
- Lake Springfield Subarea Plan – framework recommendations
- Boonville Avenue Subarea Plan – framework recommendations

Chapter 13 – Commercial Street Plan
Goal. Build on Commercial Street's maker ethos and strength as an artisan manufacturing district

- (4.2) Ensure land use regulations allow for flexible maker spaces and artisan manufacturing uses throughout the district.

Chapter 15 – Implementation Forward SGF identifies the update and continued refinement of development regulations as a primary implementation tool for achieving the plan's land use and placemaking goals.

- Integrate Land Use, Placetypes, and Zoning
  Continue refinement of the Land Development Code to ensure the regulatory framework effectively implements the Comprehensive Plan vision and placemaking strategy.

STAFF ANALYSIS AND RECOMMENDATION:

1. The City Council adopted the new Land Development Code on March 10, 2026, and Text Amendment Number 2 was adopted April 6, 2026. The new Land Development Code became effective on April 7, 2026. Article 9 Sign Ordinance is currently being considered by City Council and will be voted on June 22, 2026.
2. The Planning and Zoning Commission initiated Amendment Number 3 at its May 7, 2026, meeting.
3. The purpose of Text Amendment No. 3 is to update the adopted ordinance language and improve the usability, clarity, and internal consistency of the Land Development Code. During the implementation of the new Land Development Code language, staff and stakeholders have identified several technical corrections, and clarifications that would improve the functionality and interpretation of the code. The Planning and Zoning Commission had already reviewed changes to Article 9 Sign amendments at its May 21, 2026, meeting, however there is one text change included in this Amendment No 3, Table 9-2 in Signs.
4. The proposed text amendment has been reviewed by City departments and comments have been incorporated where appropriate.
5. The proposed Text Amendment Number 3 includes.

a. Technical corrections and formatting revisions intended to improve internal consistency throughout the ordinance, including typographical errors, standardization of terminology, and updates to internal cross-references.

b. Clarifications regulatory language where additional wording improves interpretation of development standards, measurement methods, or procedural requirements. These provisions include Enforcement section 36-1.07, and the Modification process Table 2-2.

c. Several provisions from the existing Chapter 36 that were inadvertently omitted during reorganization of the ordinance have been restored through this amendment. These provisions include, Reasonable Accommodation Policy, Historic Designation Notices Table 2-3, Signs table 9-2, and Subdivision Applicability section 36-3.02.

6. The proposed amendment is consistent with the Forward SGF, the city's Comprehensive Plan, which identifies the continued update of the development regulations as an important implementation strategy to ensure that the City's land use policies are effectively translated into development standards and review procedures.

7. Staff has determined that the proposed Text Amendments Number 3 is consistent with, the Comprehensive Plan, the purpose section in 36-1.02, the intent of the Code, and is necessary to improve the effectiveness and efficiency for administrating the Land Development Code.

8. Staff has color-coded Attachment 1 in red for substantive changes and dark blue for scrivener's errors. Attachment 2 is the clean version with all changes included.

9. Public notice of the proposed text amendment was provided in accordance with the requirements of the Land Development Code.

STAFF RECOMMENDATION:

1. Staff recommends approval of the proposed Text Amendment Number 3 based on its consistency with the Forward SGF Comprehensive Plan and the purpose section of 36-1.01 to improve the clarity, functionality, and implementation of the City's Land Development Code.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in the text of this article:

1. Recommend against the proposed change in the text amendment.
2. Recommend a change in the text amendment.
3. Recommend a change in the text amendment together with recommendations which, in the judgment of the planning and zoning commission, will ensure that the proposed amendment is consistent with the purpose and intent of this article.

Article 1. General Provisions

36-1.01 Title
36-1.02 Purposes
36-1.03 Applicability
36-1.04 Administration
36-1.05 Interpretation
36-1.06 Nonconformities
36-1.07 Enforcement

36-1.01 Title

The official title of this chapter (Chapter 36) is the “Springfield Land Development Code.” References to “this chapter” shall be considered a reference to the Springfield Land Development Code.

36-1.02 Purposes

The Springfield Land Development Code is adopted to promote the public health, safety, and general welfare of the city of Springfield and its residents and businesses. Specifically, the regulations have the following purposes:

A. Implement the comprehensive plan, and other plans and programs authorized under the guidance of the comprehensive plan, and in particular the different contexts for planning, design, and development of the city.

B. Ensure long-term value and the physical, social, and economic well-being of residents and businesses through coordinated public and private investment in development and infrastructure.

C. Promote planning and community design that emphasizes distinct places and unique characteristics throughout Springfield.

D. Secure proper arrangement and design of streets to form efficient development patterns, implement multimodal networks, coordinate with existing and planned streets, improve mobility and access, and provide safe, reliable, and efficient movement of people, goods and services.

E. Provide parks, trails, natural areas, and civic spaces and organize development around systems of connected open spaces in a variety of design contexts.

F. Divide the city into zoning districts that promote the character, intensity, and development patterns of distinct places identified in the comprehensive plan.

G. Regulate and restrict the development and use of buildings and land within each zoning district to create compatibility within districts and transitions between complementary districts, uses, and buildings.

H. Secure adequate provisions for water, storm drainage, wastewater, utilities, communication facilities, streets, and other public improvements based upon local, state, and federal requirements and specifications.

I. Provide public safety, community services, and other necessary services and facilities concurrent with development and in a manner that apportions the costs and long-term maintenance of these facilities and services in an equitable manner.

These purposes are further defined by the intent or design objectives associated with specific articles,

sections, or subsections of this chapter.

36-1.03 Applicability

A. **Authority.** The Land Development Code is adopted through the powers granted in the Springfield City Charter and in accordance with the general purposes and authority granted by the Revised Statutes of Missouri, Title VII, Chapter 89, Zoning & Planning.

B. **Jurisdiction.** The Land Development Code applies to all buildings, structures, land, and uses within the corporate limits of the city of Springfield.

C. **General Applicability.**

1. *New Activity.* It shall be unlawful to conduct any development or change or initiate any use of land until all specified development review processes have been followed, all applicable standards have been fulfilled, and all required approvals, permits, or other authorizations have been issued.

2. *Specific Applications.* Articles, sections, and subsections of this chapter may establish more direct and specific applicability of particular standards and procedures.

3. *Existing Situations.* No standard in this chapter shall require any change to existing uses, buildings, structures, or land that was lawfully initiated and properly approved under prior laws, except where this chapter specifically limits the continuation of nonconformances or establishes a lapse in prior approvals.

4. *Continuation of Enforcement.* Any violations of a previously valid and applicable regulation that continue after adoption of this chapter may be enforced under the enforcement provisions of this chapter. The City may, in its discretion, enforce either the previous valid and applicable regulation or the standards of this chapter.

D. **Transition Provisions.** The following rules determine the transition from previous regulations to this chapter:

1. *Applications.* Any official application submitted prior to the effective date and determined a complete application by the Planning and Development (PD Director), shall be reviewed and processed according to the prior standards and procedures. An application submitted prior to the effective date, but determined incomplete, shall be resubmitted and processed according to the regulations in effect at the time of submittal of a complete application.

2. *Prior Approvals.* All permits, zoning site plans, administrative plats or other approvals issued under an administrative capacity prior to the effective date of this chapter shall remain effective for the duration specified with that approval or as provided in the prior code. If no date is specified, they shall remain valid for six months. Any changes or amendments to a prior approval requested after the effective date of this chapter shall be subject to all provisions of this chapter.

3. *Plats.* Any approved preliminary plat may continue to advance to final plat according to the standards, procedures, and time limits of the prior Land Development Code. However, a new preliminary plat shall be required according to this chapter if:
   a. The preliminary plat expires under the conditions of the prior approval; or
   b. The final plat proposes an amendment or substantial change that requires resubmittal of the preliminary plat.

4. *Conditional Use Permits.* Any use operating under a conditional use permit (CUP) or other approval that may be limited to a specific duration or conditions under prior regulations may continue for that specified duration or according to the conditions. Any changes or subsequent approvals of these uses upon expiration of that period shall be processed according to this chapter. An existing use **that was** not ~~so~~ limited **by a CUP**,

but which requires a conditional use permit under this chapter shall be considered to have been issued the approval according to this chapter limited to the extent of the existing operations. In any case where there is a conflict between the zoning district and a CUP approved prior to the adoption of this chapter, except for where a CUP has modified the regulations of a zoning district prior to the approval of this chapter, the more restrictive of the two shall govern.

5. *Planned Developments.* All planned developments (PDs) approved under the previous zoning regulations shall remain in effect. Applicants may propose changes to the standards of prior approved PDs through a rezoning application and zoning site plan according to the terms of this chapter. There shall be no new PDs approved per this article.

6. *Conditional Overlay Districts.* All existing conditional overlay districts (CODs) approved under the previous zoning regulations shall remain in effect. Applicants may propose changes to the standards of prior approved CODs through a rezoning application and zoning site plan according to the terms of this chapter. In any case where there is a conflict between the new zoning district and approved COD, except for where a COD has modified the regulations of a zoning district prior to the approval of this chapter, the more restrictive of the two shall govern. **There shall be no new CODs approved per this article.**

E. **Severability.** The several provisions of this chapter are separable, based on the following rules:

1. If any court of competent jurisdiction shall adjudge any provision of this chapter to be unconstitutional, invalid, or illegal, the judgement shall not affect any other provisions of this chapter.

2. If any court of competent jurisdiction shall adjudge the application of any provisions of this chapter to a particular property, building, structure, or use to be unconstitutional, invalid, or illegal, the judgement shall not affect the application of the provision to any other property, building, or structure.

36-1.04 Administration

A. **Staff.** The following city staff positions are responsible for administering specific aspects of this chapter.

1. ***Director of Planning & Development.*** The Director of Planning & Development (PD Director) is responsible for the administration, interpretation, and enforcement of this chapter. The PD Director may consult with any other department or relevant outside agencies to coordinate any plans, policies, and programs of the city that impact the comprehensive plan. The PD Director shall specifically:

a. Prepare and provide development application forms, submittal requirements, and support material to aid in application and administration of this chapter;

b. Oversee the application, review, and administration processes, and prepare presentations, reports, and other technical assistance for review bodies;

c. Coordinate planning and development reviews with corresponding review by other departments for compliance with technical codes, specifications, or related permits and certificates;

d. Set the dates for meetings and hearings before the Planning and Zoning Commission, Board of Adjustment, and Landmarks Board;

e. Issue official interpretations of this chapter when applied to a specific site or context- based on professional planning and community design principles;

f. Approve the use of other resources, guides, and industry standards used in interpreting and administering this chapter;

g. Make all final interpretations of the procedures and standards of these regulations; and

h. Initiate enforcement actions.

2. ***Director of Building Development Services***. The Director of Building Development Services (BDS Director) is responsible for the interpretation and administration of all building codes in Chapter 38. The BDS Director shall coordinate with the PD Director on all zoning, subdivision, and site design interpretation and enforcement issues, and shall coordinate with the PW Director on all public facility interpretation and enforcement issues.

3 ***Director of Public Works***. The Director of Public Works (PW Director) is responsible for the interpretation and administration of all public improvement standards and specifications, and the coordination of private improvements with public improvements. The PW Director shall coordinate with the PD Director on all zoning, subdivision, and site design interpretation and enforcement issues, and shall coordinate with the BDS Director on all building code interpretation and enforcement issues.

4. ***Administrative Review Committee.*** The Administrative Review Committee (ARC) shall perform a secondary review of any administrative decision that is appealed under this chapter and any other review that is directed under this code and issue a final administrative decision by a majority vote. The committee includes the PD Director, BDS Director, PW Director, and may include other representatives in an advisory capacity from Parks, public safety (Police / Fire), Public Health, Environmental Services, City Utilities, or other relevant departments or agencies on a project-specific basis.

B. **Planning & Zoning Commission.** The Planning and Zoning Commission (Commission) is the appointed body of the City responsible for long-range and comprehensive planning, as well as review, recommendations, and decisions on implementation of the comprehensive plan. The Planning and Zoning Commission is established according to Article XI, Section 11.1 of the Springfield City Charter and in compliance with RSMo. 89.320. In addition to all other general planning authority granted by statute, the charter, local ordinance, or bylaws, the Planning and Zoning Commission shall have the specific review responsibilities and authority granted to it under the procedures and standards of City Code.

1. *Membership.* The Planning and Zoning Commission shall be constituted in accordance with the Springfield City Charter. Members shall hold office for a term of four years, as set forth in RSMo. 89.320. Members may be reappointed for a maximum of two terms.

2. *Procedure.* All meetings of the Planning and Zoning Commission shall be open to the public except as otherwise provided by law. The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions. Every recommendation or decision of the Commission shall be in writing and shall contain the findings of the commission in each case, which shall be immediately filed in the office of the commission and shall be a public record.

3. *Conduct of Hearings by Planning and Zoning Commission.* Public hearings conducted by the Planning and Zoning Commission on any matter over which it has jurisdiction shall be subject to the following procedural rules and the Commission's adopted rules of procedure:

a. Parties in interest, neighborhood and civic organizations, and members of the public shall be afforded an opportunity to appear and be heard at the public hearing, subject to the limitations set forth in the commission's rules of procedure.

b. Members of the Commission shall base their consideration of matters on which the Commission conducts a public hearing upon the following:

(1) Information and comments presented at the hearing, and not upon direct or indirect communication with any party or representative of such party made outside of the hearing;

(2) Reports, memoranda, and other materials prepared by the PD Director, BDS Director, PW Director, and other employees of the City of Springfield, or consultants in connection with the application and made a part of the record at the time of hearing;

(3) Inspections of the site;

(4) The Springfield Comprehensive Plan and adopted goals, objectives and policies related to community development; and

(5) The knowledge of matters of fact held by members of the Commission, provided any such factual matters shall be made a part of the record at the time of the hearing; and any party to the hearing.

c. The Commission shall adopt, and may from time to time amend, such additional procedural rules as it may deem necessary or desirable for the efficient and orderly conduct of its business. Copies of such rules shall be available in the office of the PD Director.

C. **Board of Adjustment.** The Board of Adjustment (Board) is established by Article XI, Section 11.4, of the Springfield City Charter and in compliance with RSMo. 89.080, according to the following provisions.

1. *Membership.* The Board shall consist of five members and up to three alternates, nominated by the City Manager and appointed by the City Council.
   a. Members shall serve without compensation.
   b. Alternates may serve in the absence of, or upon the disqualification of, any regular member.
   c. Members and alternates shall serve five-year terms.
   d. The PD Director shall be an ex officio member without the power to vote and shall act as the secretary for the Board.

2. *Procedure.* Meetings of the Board shall be held at the call of the chairman and at other regular meeting times established by the Board.
   a. All meetings shall be open to the public, except as provided by law.
   b. The Board shall keep minutes of the meetings, showing the vote of each member upon each question, and keep records of its examinations and all other official actions.
   c. Every final decision of the Board on an application shall be in writing and contain a record of the findings for the case, which shall be filed in the office of the Board and be a public record.
   d. The secretary shall make all proceedings and final decisions on applications available to the City Council, Planning and Zoning Commission, Landmarks Board, and other city departments.

3. *Authority.* The Board shall have the following roles under this chapter:

a. To hear and decide appeals where it is alleged that there is an error in any final order, requirement, or decision made by an administrative official in the application or enforcement of this chapter according to the procedures and criteria in Section 36-2.08.
b. To grant variances from the strict application of the terms of this chapter according to the procedures and criteria in Section 36-2.07.
c. To hear any other matters specifically delegated to the Board by ordinance.

D. **Landmarks Board.** The Landmarks Board was established on June 14, 1993, with the merging of historical site board and historic district review board in compliance with RSMo. 253.415, according to the following provisions.

1. *Membership.* The Landmarks Board shall consist of nine members appointed by the City Council.
   a. Members shall serve without compensation.
   b. At least one member shall be an architect with a professional design degree in architecture plus at least two years of full-time experience in architecture, or a state license to practice architecture.
   c. At least one member shall be a licensed real estate agent.
   d. At least one member shall be a historian or architectural historian.
   e. At least one representative shall be a resident, merchant, or property owner from each historic district – Mid-town Historic District, Walnut Street Historic District, and Commercial Street Historic District, or employed full time as an architect, real estate agent, or historian or architectural historian within the district. The historic district representatives may also satisfy one of the other mandatory member requirements.
   f. If more than three historic districts are established by the City Council, one member for each additional district shall be added to the original nine members.
2. Members shall serve three-year terms, and may be reappointed; however, no person shall be appointed for more than two consecutive three-year terms. Members may be appointed to fill the remainder of vacant terms.

3. *Powers, Duties, and Responsibilities.* The Landmarks Board shall have the following powers, duties, and responsibilities:
   a. Adopt its own rules of procedure;
   b. Establish advisory committees as it deems necessary, from both within and outside its membership;
   c. Survey and identify historically and architecturally significant properties as described in Section 36-2.11.B;
   d. Recommend plans and policies with regard to historic preservation;
   e. Prepare written recommendations to the City Council regarding designation of historical or architectural resources
   f. Recommend to the City Council the adoption of ordinances designating historic landmarks and historic districts;
   g. Keep a register of all properties and structures which have been designated as historic sites, historic landmarks, or historic districts, including all information required for each designation. This register shall be known as the Springfield Historic Register;
   h. Prepare, keep current, and publish a map or maps showing the locations and exact boundaries of both proposed and designated historic sites, historic landmarks, and historic districts except that the board shall have the authority to exclude from the map or maps the location of archaeological sites or other prehistoric, historic, or natural features considered to be susceptible to damage, defacement, or destruction;
   i. Conduct a periodic review of the status of designated historic sites, historic landmarks, and historic districts and provide periodic reports on the findings of such review, along with any resolutions or ordinances for action, as considered appropriate, to City Council;
   j. Recommend the promulgation of standards for architectural review in addition

to those cited in Section 36-2.11.B.

k. Consider applications for and to approve or disapprove certificates of appropriateness pursuant to Section 36-2.11.D and prepare written reasons pursuant to that action;

l. Consider applications for and issue or deny certificates of economic hardship pursuant to Section 36-2.11.E and prepare written reasons pursuant to that action;

m. Increase public awareness of the value of historical and architectural resources by developing and participating in public information programs, and by placing monuments and markers at historic sites, historic landmarks, and historic districts designated under this chapter;

n. Advise and assist owners of historic sites, historic landmarks, and properties or structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation and reuse, and procedures for inclusion on the National Register of Historic Places;

o. Review, evaluate, and comment on proposed zoning amendments, applications for conditional use permits, or applications for zoning variances that affect proposed or designated historic landmarks and historic districts. The PD Director shall send such applications for use permits, rezonings, or zoning variances to the Landmarks Board for comment prior to the date of hearing by the Planning and Zoning Commission or Board of Adjustment;

p. Evaluate, comment on, and make recommendations concerning actions undertaken by other non-city public agencies with respect to the effect of such actions upon historical and architectural resources, including, but not limited to, reviewing applications for demolition permits for structures 50 years or older, or having historic significance as determined by the Landmarks Board;

q. Evaluate, comment on, and make recommendations concerning actions undertaken by other city agencies with respect to the effect of such actions upon historical and architectural resources, including, but not limited to, reviewing applications for demolition permits for structures 50 years or older prior to issuance, or having historic significance as determined by the Landmarks Board;

r. Make recommendations to City Council concerning grants from federal and state agencies, private groups, and individuals and the utilization of budget appropriations to promote the preservation of historic and architectural resources;

s. Make recommendations to City Council concerning the acquisition by gift, purchase, grant, bequest, devise, lease, or otherwise of the fee, any lesser interest, development right, easement (including scenic easement) covenant, or other contractual right, including conveyance on conditions or with limitations or revisions, in any property in the city;

t. Investigate complaints, conduct hearings, and recommend the commencement of actions to enforce the provisions of this section; and

u. Carry out any other action or activity necessary or appropriate to the implementation of this section or which may be specified by City Council.

36-1.05 Interpretation

A. **Rules of Construction.** The following rules shall be used in the application and interpretation of these regulations, except when the context clearly requires otherwise:

1. All words shall have the customary meaning using the Merriam-Webster dictionary, unless specifically defined in these regulations.

2. The present tense includes the future tense, and the future tense includes the present tense.

3. The singular includes the plural, and the plural includes the singular.

4. Lists of examples prefaced by “including the following,” “such as,” or other similar

clauses shall not be construed as exclusive or exhaustive and shall not preclude an interpretation of the list to include other similar and non-mentioned examples.

5. The conjunctive "and" in a list means that all apply; the conjunctives "or" and "and/or" mean the provisions may apply singly or in any combination; and the conjunctive "either...or" means the provisions apply singly but not in combinations.

6. When calculations to determine a requirement of something that cannot be divisible (i.e. parking space, trees) results in fractions, such fractions shall be rounded up to the nearest whole number if the standard is expressed as a minimum requirement and rounded down to the nearest whole number if the standard is expressed as a maximum allowance.

7. "Shall," or "must" is mandatory; "should" or "may" is permissive but a recommended method to best meet the standard or achieve the intent of the standard.

8 A reference to an administrative official shall refer to that official, or their designee, and all references to specific city officials may also include any other designee of the City Manager.

9. Any reference to other official local, state, or federal government rules or regulations shall be to the current versions of those regulations except where any official adoption or reference indicates a specific version.

10. References to a person includes individuals, partnerships, agencies, corporations, or other legal entities and the owner and any other legal, contractual, or authorized representatives of any legal entity.

11. The day of the act that commences a time period shall not be counted and the last day of the time period shall be included, unless it is a Saturday, Sunday or legal city holiday, in which case the next working day shall end the time period. In all other cases Saturday, Sunday or legal city holidays count in the time period.

B. **Conflicts.** All provisions in this chapter shall be considered the minimum requirements to promote the public health, safety, and welfare. In case of a conflict between these regulations and any other adopted and applicable rule, regulation, standard, or limitation, the higher standard shall apply. In deciding the higher standard, the PD Director may consider which is more specific; which is more consistent with the comprehensive plan; which is more consistent with the purposes, intent, and design objectives of these regulations; and which best promotes the public health, safety, and welfare.

1. *Other City Codes.* Other city codes apply in conjunction with these regulations and the higher standard shall control.

2. *Other State & Federal Regulations.* State and Federal regulations may apply independent of these regulations, provided they remain binding on the city. Where such regulations are non-binding or otherwise can be interpreted in conjunction with these regulations, they may apply provided they support the purposes, intent, and design objectives of these regulations.

3. *Private Restrictions*. These regulations shall not impair or interfere with any private restrictions placed on property by deed, covenant, or other private agreement; however, no private agreement shall authorize a violation of these regulations.

C. **Interpretation of Zoning Map.** Where uncertainty exists with respect to any boundary on the zoning district map, the following rules shall apply:

1. Boundaries approximately following streets, other right-of-way, rivers, or streams; the centerlines or extension of these centerlines shall be the boundaries.

2. Boundaries indicated as approximately following property lines; the platted or other official legal line of that property shall be the boundaries, unless the property boundaries on the map have been substantially altered.

3. Boundaries approximately following city limits: the actual city limits shall be interpreted as the boundaries.

4. Boundaries that split any platted lots; the lot shall be interpreted in the district designated to the majority of the lot. In the case of an equal split, the PD Director shall determine the appropriate zoning based on consideration of the comprehensive plan, the context, the surrounding existing uses, and the likelihood of change in context or existing uses in the future.

5. Boundaries that split any unplatted property; zoning may be interpreted as the actual platted boundary provided the future platting approximately follows the zoning boundary. Where any resulting lots have significant discrepancies with mapped zoning boundaries, rezoning may be required.

D. **Non-regulatory Provisions.** Intent statements, design objectives, graphics, and commentary such as captions to graphics or notes in tables, are an aid to interpretation of the standards and criteria. In the event of a conflict between these non-regulatory provisions and a specific standard, the specific standard shall control.

E. **Resources, Guides, & Industry Standards.** Resources, guides, and industry standards that are recognized as a reputable authority in the planning, development, and urban design professions, may be used to supplement interpretation of this chapter. They shall be subject to the approval of the PD Director upon a determination that the content is consistent with the policies of the comprehensive plan and the purposes, intent, and design objectives of these regulations. Any resource, guide, or industry standard approved by the PD Director shall be listed in Appendix A, and at least one copy shall be kept on file with the Department of Planning and Development. These guides shall only be used to aid interpretation and application of the standards, and shall not be used to otherwise modify or conflict with any specific standard in this chapter.

36-1.06 Nonconformities

A. **Intent.** The City permits existing uses, buildings, and lots that were created legally and in conformance with then-applicable requirements, but which do not conform to the current applicable requirements of this chapter, to continue to be put to productive use. The intent of this section is to:

1. Bring as many aspects of these nonconformities into compliance with current regulations as is reasonably practical.

2. Recognize different degrees of nonconformity have different impacts, both in terms of the type and the extent of deviation from the standards.

3. Balance the interests of property owners in past investments and the community or adjacent property owners' interest in investment consistent with the comprehensive plan and this chapter.

4. Discourage or prohibit investment that expands, reinforces, or unnecessarily extends nonconforming situations.

B. **Nonconforming Uses.** Uses that were legally initiated or established prior to the adoption or amendment of this chapter, but which could otherwise not be continued under the current terms of this chapter, may continue to exist subject to the following:

1. The use shall not be expanded beyond the specific area of the site or lot where the use

was legally established, beyond any existing building or structure in which the use is located, or within any building or structure where any structural changes expand the exterior footprint of a building or structure. The PD Director may consider an exception based on the following findings:

a. The expansion is part of routine or ordinary business operation rather than an investment in a change or increase in the physical capacity of the site or building;
b. Any enlargements of the structure or buildings is only to facilitate conforming uses or activities, and does not otherwise allow, encourage, or promote expansion or increase of the nonconforming use; and
c. Any expansions on the lot and site conform with all site development standards and can easily accommodate other future conforming uses.

2. If active and continuous operations are not carried on during a period of one year, the use shall not be reestablished and all subsequent uses shall be in conformance with the provisions of this chapter.
   a. Intent to resume active and continuous uses shall not count towards reestablishing the use. Evidence of a continuous business license is not sufficient to maintain use for this purpose. A business use must be operational to be considered active.
   b. A nonconforming home occupation shall be considered abandoned if the occupants of the dwelling who were conducting the use discontinue either their occupancy of the dwelling or the nonconforming home occupation.
   c. Continuation of an accessory use absent the operation of a principal nonconforming use shall not avoid any abandonment period.
   d. A change of operator or sale of use shall not be considered discontinued, provided that neither the previous or current business or owner combined to cease operation for one year or more.

3. Any change of use shall be to a conforming use, and at that time the nonconforming use shall be abandoned. The PD Director may consider and authorize a change to a lessor nonconforming use considering the extent, intensity, or operations of the use, provided it does not otherwise include investments that extend the period that the property is not conforming to this chapter.

4. Any structure in which a nonconforming use is carried out that is damaged to the extent of more than 50% of the current replacement value shall not be restored to support the nonconforming use, with the exception of detached houses and duplexes, which may be replaced at its prior size as evidenced by records of the county assessor or other official record.

5. Any new activity that triggers specific site design standards shall require full compliance with such standards for the nonconforming use to continue, and the presence of a nonconforming use shall not be used to justify not meeting other applicable standards.

C. **Nonconforming Structures.** Structures other than signs that were legally constructed prior to the adoption or amendment of this chapter, but which could not be constructed under the current terms of this chapter, may continue to exist subject to the following:

1. Rehabilitation or expansion of the structure that increases the degree of nonconformity is prohibited. Other rehabilitation or expansions that require a building permit may occur provided that they comply with all other requirements of this chapter; are not detrimental to the purposes, intent, and objectives of the standards; and do not interfere with development in conformance with this chapter on adjacent property. In general, no repairs or alterations that exceed 50% of the current replacement value of the structure shall be permitted.

2. If damaged by 50% or less of its total ~~assessed~~**current replacement** value, the structure may be restored to its original condition if a permit is obtained within 180 days and work is completed prior to expiration of the permit.

3. If the structure is determined obsolete or substandard by virtue of any applicable code beyond this chapter, or is otherwise damaged and the cost of improvement or restoration is more than 50% of the current replacement value, the right to maintain the nonconformance shall terminate.

4. Structures granted variances from the dimensional standards are not considered nonconforming and are not subject to the limitations of this section, provided that the structure and owner comply with any terms of the variance and the circumstances surrounding the variance have not substantially changed.

D. **Nonconforming Site Conditions.** Any site condition associated with a conforming use or structure (such as parking, landscape, open space, or other non-building site characteristic) in existence prior to these regulations, but which are not compliant with the standards of these regulations, may continue to exist subject to the following:

1. Any change of use or expansion of use shall require compliance with the current development standards up to the maximum extent possible, considering the level of investment needed to support the new use and the extent of area being impacted by work to support the new use.

2. Any site development activity on a portion of a site shall require compliance with the current standards up to the proportion that is subject to the development activity. For example, a site that is not compliant with the landscape standards must meet the landscape standards prorated to the portion of the site where development activity occurs, but the remainder of the site may remain nonconforming.

3. Any change of use, building, or site design element that triggers a screening requirement shall require 100% compliance with all screening standards applicable to the site.

4. Expansion of a building by more than 50% of its gross floor area measured prior to the expansion; tear-down and reconstruction of a building; or development of a vacant parcel proposed for development shall require full compliance with all provisions of the Land Development Code.

5. Expansion of a building by 25% to 50% of its gross floor area, measured prior to the expansion; or increase in parking requirements of more than 20% of the number required by this Land Development Code, calculated based on the condition prior to the expansion shall require full compliance with the bufferyards and screening requirements of the land development code. Landscaping shall be required within any new parking lot areas for the number of spaces required.

6. Expansion of a building up to, but less than 25% of its gross floor area, measured prior to the expansion, or increase in parking requirements of up to and including 20% of the number required by this Land Development Code, calculated based on the condition prior to the expansion shall require either streetscape landscaping in the rights-of-way or frontage and foundation landscaping. If buffering or screening is required, then the area within and around the perimeter of the property shall meet the buffering and screening requirements.

7. The site condition and proposed continued use does not present any other apparent risks to the public health, safety or welfare.

8. Enlargements of gross floor areas and parking lots shall be cumulative and when the above thresholds are reached the required standard shall be applied.

E. **Nonconforming Lots.** Any lots platted legally prior to the adoption or amendment of this chapter, but which could not be platted under the current requirements of this chapter, may continue to exist and be used for the uses permitted in the current zoning district, provided development can meet other development standards, or any other criteria for relief from those

standards included in this chapter.

F. **Nonconforming Signs.** Existing signs which do not conform to the specific provisions of these regulations are designated as nonconforming signs. Nonconforming signs must be brought into compliance with this chapter or must be removed when any of the following conditions exist:

1. When the property or premises upon which the sign is located is vacant for a period of at least 180 days.

2. When a sign and/or sign structure is abandoned for more than 180 days, including empty frames.

3. When a sign and/or sign structure is damaged or destroyed and restoration exceeds 50% of its total replacement cost.

4. When the condition of the sign is a violation of any public safety or property maintenance code, and where compliance with those codes would extend the life of the nonconforming sign.

5. When the sign is relocated, replaced, or altered in any way except into compliance with this chapter. This does not refer to the change of copy or normal maintenance.

6. When a structure upon which the sign is placed is relocated, replaced, or altered in any way except in compliance with this chapter.

7. When there is a zoning change initiated by the business or property owner.

The provisions of this subsection shall not apply to nonconforming lighting of signs or nonconforming temporary signs, which shall be brought into compliance within 60 days after the effective date of any applicable standard.

G. **Burden of Proof.** The burden shall be on the applicant to establish that the nonconformity was established lawfully and the entitlement to continuation of nonconforming situations or completion of nonconforming projects according to this section. Owners of nonconformities may request a "certificate of legal nonconforming status" by filing an application with the PD Director.

36-1.07 Enforcement

A. **Violations.** It is unlawful for any building, structure, site element, **land development, or** ~~use of~~ land or building **use**~~, or development of land~~ to be constructed, altered, maintained, or otherwise initiated in violation of **this chapter**~~these regulations~~. It shall be unlawful for any person to:

1. Do or cause any act or thing prohibited by this chapter;

2. Omit or materially misrepresent any act or thing required by this chapter;

3. Neglect any review process, permit, or other authorization required by this chapter prior to the use of land or buildings, or initiation of development; or

4. Interfere in any manner with persons **performing**~~in performance of~~ a right or duty **under**~~granted by~~ this chapter to interpret, apply, and enforce this chapter.

B. **Proceedings. The Director may initiate proceedings to prevent or terminate any activity or condition that violates this chapter.**

1. **To investigate potential violations, the Director may enter lands and buildings to inspect them:**

a. when they are public;

b. in commercial areas open to the public;

c. with the consent of any individual authorized to give such consent; or

d. as part of a routine inspection program.

2. If consent to enter lands and buildings is refused by any person authorized to make such refusal, the Director may apply to a municipal court judge for a search and seizure warrant:

a. when the Director believes there is probable cause supporting that such lands, buildings, or both may be in violation of this chapter; or

b. as part of a routine inspection program.

3. A municipal court judge will issue a warrant upon finding probable cause to believe specified lands, buildings, or both may be in violation of this chapter. Said warrant will:

a. include the specific location subject to the warrant and what, if anything, may be searched or seized on the property described; and

b. be served during reasonable hours by a city official seeking to enforce this chapter in the company of a uniformed city policy officer.

4. Without a hearing, the Director may:

a. withhold, suspend, or revoke any permits or licenses previously granted;

b. issue stop work orders;

c. stop processing pending development applications or permits; and

d. withhold any public improvements.

5. The Director may initiate a more formal proceeding, to include an abatement notice and order and the opportunity to be heard, through the process outlined in this section. Such proceeding may be pursued either in the alternative to or concurrently with the above actions.

a. The affected property owner shall have 15 business days from the date printed on the notice to respond to an abatement notice and order; such response is limited to correction of the alleged violation or a hearing request.

b. If a hearing is requested, the final hearing decision shall be enforced according to this chapter.

c. If no response is received within 15 business days, such notice and order shall be deemed final, and the Director may cause:

i. correction of the violation; and

ii. utilities serving the land, building, or use in violation of this chapter to be turned off until there is full compliance.

6. When the Director causes correction of a zoning violation, the Director shall:

a. **Prepare a certificate of costs charging the property owner with all costs attendant to any zoning violation correction, including but not limited to title reports, administrative fees, attorney fees, certified deeds, and contractor fees;**

b. **Place such attendant costs in a recordable lien document to run with the land until all such costs are paid; and**

c. **Deliver both the certificate of costs and a copy of the recorded lien document to the property owner by at least one of the following methods:**

i. **personal service;**

ii. **United States certified mail, postage prepaid, return receipt requested, and regular first-class mail;**

iii. **FedEx, UPS, or other similar courier; or**

iv. **Email, upon request.**

d. **Post the notice in a conspicuous location on the property where the violation exists, unless there has been personal or email delivery.**

C. **Notice.** When~~ever~~ the PD Director or any other authorized **city** agent ~~of the city~~ determines there are reasonable grounds to believe a violation of this chapter exists, **and the Director wishes to cause correction of any zoning violation or turn off utilities as described above,** the ~~PD~~ Director shall **deliver**~~give~~ notice of the alleged violation to the **property** owner or **registered** agent. ~~of the property, including:~~

1. **Notice delivery shall be by at least one of the following methods:**

a. **Personal service;**

b. **United states certified mail, postage prepaid, return receipt requested, and regular first-class mail; or**

c. **FedEx, UPS, or other similar courier.**

Notice shall also be posted in a conspicuous location on the property where the violation exists, unless there has been personal service.

2. **Notice must be in writing and:**

a. **Declare that a zoning violation exists;**

b. **Declare where the violation exists by street address or some other property identifier;**

c. **Describe violating conditions;**

d. **Order the property owner to start correcting the violating conditions within 15 business days of the date printed on the notice;**

e. **Warn the property owner that, if correction does not begin within 15 business days of the date printed on the notice and continue to completion without unnecessary delay, city personnel may:**

i. **Cause correction of the zoning violation, with attendant costs**

charged to the property owner and recorded in a lien running with the land until paid; and

ii. Seek an order from a hearing officer directing that all utilities serving the property in violation be turned off until all zoning violations are corrected.

f. Inform the property owner of the right to a hearing to:

i. Contest the zoning violation declaration, zoning violation order, or any other aspect of the zoning violation proceedings; or

ii. Establish how much delay will be necessary to begin and complete zoning violation correction.

g. Warn the property owner that a failure to request a hearing within 15 business days of the date printed on the notice is a waiver of the right to hearing;

h. Provide the email address of the individual signing the notice; and

i. Direct the property owner to deliver a written hearing request to the department issuing the abatement notice and order by at least one of the following methods:

- Personal service to an individual within the department issue the notice;
- Email to the individual that issued the notice; or
- United States first-class mail, FedEx, UPS, or other similar courier.

- ~~A written statement of the alleged violation.~~
- ~~State what action is required, set a reasonable time limit for required action or code compliance, and what remedies the City may pursue if the action is not taken in the required time.~~
- ~~Indicate that the owner may be responsible for all costs and penalties associated with the violation through fines against the owner or agent, or through assessments against the property.~~
- ~~Serve the notice upon the owner or agent by either delivering it to them personally, sending it by registered mail to the last known address, or posting it in a conspicuous place in the building or on the property affected by the action.~~

D. Hearing Request.

1. A hearing request must:

a. be in writing;

b. include the applicant's name and mailing address;

c. briefly describe the applicant's basis for appeal; and

d. state whether the applicant is represented by an attorney and, if so, such attorney's contact information.

2. Upon delivery of a hearing request, city personnel will first seek to resolve correction issues with the property owner. If no such resolution is reached, city personnel will arrange a hearing.

3. Failure to deliver a request for hearing within 15 business days from the date printed on the notice of abatement and order shall constitute waiver of the right to a hearing, and the abatement notice and order shall be deemed final.

4. If, after having requested a hearing, a property owner fails to appear at the hearing, no hearing shall be held and city personnel may cause correction of a zoning violation without a hearing or further legal proceedings.

E. Hearing Notice. The hearing notice shall:

1. Be delivered to the property owner and any other individual with an interest affecting title in the property by at least one of the following methods:

a. Personal delivery;

b. United States certified mail, postage prepaid, return receipt requested, and regular first-class mail;

c. FedEx, UPS, or other similar courier; or

d. Email, upon request.

2. Be posted in a conspicuous location on the property where the violation exists, unless there has been personal or email delivery;

3. Specify the date, time, and location for the hearing;

4. Include a copy of the abatement notice and order; and

5. State the identifying case caption, case number, and whether an answer to the notice is required.

F. Hearing. Any zoning violation hearing under this chapter shall be held by a duly appointed hearing officer, with such hearing recorded. The hearing officer will hear testimony offered under oath or affirmation, and interested parties may appear in person and by counsel.

G. Decision. Hearing decisions shall be issued in writing within 10 days of the hearing and shall included findings of fact, conclusions of law, and any necessary order. Such order shall authorize the Director to apply any enforcement remedies pursuant to this chapter upon finding that:

1. One or more zoning violations exist;

2. Notices have been property given; and

3. Zoning violations have not been corrected.

The hearing decision shall be distributed to the property owner, other individuals with an interest affecting title in the property, and interested city personnel by at least one of the service methods listed in this section.

Hearing decisions shall be deemed final 30 days after issuance unless there is an appeal to circuit court under Section 536.110, RSMo.

H. Judicial Actions.

1. Municipal Court.

a. If a person violates this chapter or does not timely comply with a compliance request, the Director may cause a municipal court summons to be issued for prosecution in municipal court.

b. Any person who violates this chapter or does not comply with any order issued under this chapter is in violation of a municipal ordinance and, upon conviction, is subject to punishment under Section 1-7 of the Springfield City Code.

c. In deciding punishment, the court will hear evidence concerning the economic value of continuing the violation and assess a fine sufficient, in the court's judgment, to deter a continuation of the violation.

d. Each day a violation continues after notice is served and charges are filed in municipal court shall be considered a separate offense.

e. Notice is not required to prosecute a violation of this chapter but is required to prosecute failure to comply with an order issued under this chapter.

2. Circuit Court. If a person violates this chapter or does not timely comply with a compliance request, the Director may request that the city attorney obtain an injunction to correct such violation. No fines imposed in municipal court or other proceedings under this chapter shall prevent an injunction to:

a. Prevent unlawful construction;

b. Restrain or correct a violation;

c. Prevent illegal occupancy of a building, structure, or premises; or

d. Stop an illegal act, conduct, business, or use of a building or structure in or about any premises in violation of this article.

~~I. **Enforcement.** The City may investigate and initiate proper actions or proceedings to prevent or terminate any activity or condition that is in violation of these regulations, including any or all of the following:~~

~~1. Withhold any permits or licenses, or revoke or suspend any permits or licenses previously granted;~~

~~2. Conduct inspections of land and buildings, and exercise a right of entry where there are reasonable grounds to suspect a violation exists or where part of systematic inspection programs;~~

~~3. Issue stop work orders, cease action on pending development application or permits;~~

~~4 Initiate legal proceedings to prevent the continuance of unlawful actions or conditions;~~

~~6. Withhold any public improvements;~~

~~7. Correct or abate the violation if it is not complied with within the time specified by the notice; or~~

8. Penalize and levy fines, and assess all costs including actual costs, incidental and administrative costs, inspection fees, attorney's fees, and court costs.

J. **Penalty.** Any person violating any provisions of this chapter shall be guilty of a violation of a municipal ordinance and upon conviction shall be punished as provided in Section 1-7, Springfield City Code; except, the court shall hear evidence concerning the economic value of continuing the violation and shall assess a fine sufficient in the court's judgment to deter a continuation of the violation. Each day that a violation continues, after service of notice or filing of charges in municipal court shall be deemed a separate offense. Notice shall not be required in order to prosecute a person for a violation of any provision of this chapter, except notice shall be required to prosecute a person for failure to comply with an order. However, the city shall attempt to give notice when the violation does not pose an imminent danger and the owner has not previously been notified either orally or in writing regarding a violation of this section.

Article 2. Procedures

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Table 2-1: Summary of Procedures

Application	Eligible Applicant				Notice			Pre-application		Review & Decision				Protest
	Owner	Staff	P&Z	CC	Pub	Mail	Post	Staff Meeting	Neighborhood Meeting	Staff	P&Z	CC	BOA	
Administrative Subdivision (36-2.02.B)	✓							■		D	A			
Annexation (36-2.10)	✓			✓	■			■		R		PH / D		
Major Subdivision – Preliminary Plat (36-2.02.C)	✓						■	■		R	PH / ~~R~~D	Ac / A		
Major Subdivision – Final Plat (36-2.02.D)	✓									D	A	A		
Zoning Site Plan (36-2.03)	✓							■		D	A			
Conditional Use Permit (36-2.04)	✓				■	■	■	■	■	R	PH / D	A		
Rezoning (36-2.05)	✓		✓	✓	■	■	■	■	■	R	PH / R	PH / D		X
Planned Zoning (36-2.06)	✓		✓	✓	■	■	■	■	■	R	PH / R	PH / D		X
Variance (36-2.07)	✓					■	■	○					PH / D	
Appeal of Administrative Decision (36-2.08)	✓	✓	✓	✓		■	■						PH / D	
Text Amendment (36-2.09)		✓	✓	✓	■					R	PH / R	PH / D		
Street Name Change (36-2.12)	✓	✓	✓	✓	■	■	■	■		R	PH / R	PH / D		
Street Vacation (36-2.13)	✓	✓	✓	✓	■	■	■	■		R	PH / D	A		X
	✓ = Eligible to initiate application				■ = Required ○ = Applicant's option					R = Review and Recommendation D = Decision A = Appeal of Prior Decision Ac = Acceptance of Improvements / Dedications PH = Public Hearing				

36-2.01 General – All Applications

A. **Applications & Fees**.

1. *Forms.* Applications required under this chapter shall be submitted to the Department of Planning & Development (PD) on forms supplied by the Department. The PD Director is authorized to establish application forms and submittal requirements to ensure all applications can be evaluated for conformance with this chapter. The PD Director may waive the requirement for any information on standard forms at the time of application, due to the routine nature of the application or due to the context of a particular application making the information inapplicable for review against the criteria.

2. *Fees.* Applications shall be accompanied by a non-refundable fee established by the city's current Fee Schedule. Any application that does not include the required fee shall be returned to the applicant as incomplete. Fees shall not be required with applications initiated by the staff on behalf of the Planning and Zoning Commission or City Council.

3. *Eligible Applicants.* Table 2-1 indicates applicants eligible for each particular application under this chapter, which may include the following:
   a. *Owner*. The record owner of property that is the subject of the application or that owner's agent authorized by written permission of the owner.
   b. *Planning and Zoning Commission.* The Planning and Zoning Commission, acting on its own initiative or through recommendations brought to it by city staff.
   c. *City Council.* The City Council, acting on its own initiative or through recommendations brought to it by city staff.

B. **Concurrent Applications**. When a project requires approvals under more than one type of application, the PD Director may determine that each application may run concurrently based on the following:

1. The information required for each type of application is similar or can be easily coordinated between each application.

2. The notice, timing, procedures, meetings, and review bodies required for each application are similar or can be easily coordinated between each application.

3. The ability of the staff and review bodies to make effective decisions under the review criteria when reviewing the applications concurrently.

In cases where the PD Director determines applications may run concurrently, the application shall be reviewed according to the highest review level of any associated application, and approvals may be conditioned on the final decision of the highest concurrent application. No decision shall be considered final until the last of the required decisions has been made.

C. **Pre-application Meeting.** Pre-application discussions are informational and non-binding and assist applicants with due diligence on formal applications for development or rezonings. Pre-application meetings may be required at multiple stages of a project, early on, while in the design process, or prior to submitting for a building permit.

1. *Applicability.* In addition to the requirements in Table 2-1, pre-application meetings are required for any residential development of two or more units, and any new non-residential construction or additions (commercial, mixed-use, or industrial buildings, site improvement plans, or parking lots). A required pre-application meeting may be waived at the PD Director's discretion for any application that is routine in nature and where the topics can be addressed by general correspondence.

2. *Content.* Applicants shall confer with the PD Director and other city staff or officials designated by the PD Director, to discuss the proposal, including:

a. How the proposed project meets the goals of the comprehensive plan, or other specific plans or policies applicable to the area if a rezoning is requested.
b. The applicant's vision and understanding of the market for the proposed project.
c. The proposed uses, general site layout, and conceptual or anticipated design of buildings, including how the project relates to surrounding sites and public spaces.
d. How the project will contribute to the area and further the intent of the applicable or proposed zoning district.
e. Infrastructure capacity, demands, and impacts on existing or planned facilities.
f. Development review processes and review criteria.
g. Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.

3. *Review Procedure*. Applicants shall submit all documents required for pre-application review as established in the most recent User's Manual as approved by the PD Director.

4. *Duration.* The pre-application meeting and city staff's comments contained with the report are valid for ~~six~~**6** months after the meeting date provided the proposal has not substantially changed.

D. **Neighborhood Meeting.** A neighborhood meeting shall be required as indicated in Table 2-1, and specifically applicants shall hold a neighborhood meeting prior to the Planning and Zoning Commission public hearing on rezonings, Planned Zonings, vacations of public right-of-way (that are not initiated by the PW Director), and conditional use permits:

1. A neighborhood meeting shall be held at least 21 days prior to the Planning and Zoning Commission public hearing.

2. Notice of the meeting shall be sent by first-class mail, postage paid, at least 15 days prior to the meeting, to at least one record owner of each real property within 500 feet of the development proposal, as shown on the records of the county assessor, and to the president or other association officer(s) of any neighborhood association(s) as on file with the PD Director.

3. It is recommended the meeting be held early enough to provide time for the applicant to consider any neighborhood input, allow any changes to be evaluated by staff, and to resolve any issues if possible. Neighborhood meetings shall not be held on official city holidays or October 31st, December 24th, or December 31st.

4. The mailing shall be performed by the Department of Planning and Development; however, the letters and envelopes including postage shall be prepared by the applicant. The neighborhood letters shall be submitted to the Department of Planning and Development for mailing one business day prior to the deadline as set forth in paragraph 2. A file copy of the letter shall be provided to the Department of Planning and Development. The notice letter shall contain the following and any additional information as required by the PD Director:
a. Description of existing conditions or zoning and proposed changes or proposed zoning.
b. Meeting date, time and location.
c. Applicant or their representative's contact information.
d. Development review notice and comment cards.

5. The meeting shall be held on the property involved in the application or in the immediate vicinity. The meeting shall be scheduled from 4:00 to 6:30 p.m.

6. Following the neighborhood meeting and at least ~~ten~~**10** days prior to the Planning and Zoning Commission public hearing, the applicant shall submit a summary of the meeting to the Department of Planning and Development including the following in

order:
a. Development application;
b. Meeting date, time, and location;
c. Number of invitations that were sent and how the mailing list was generated;
d. Number of neighbors in attendance with an attached sign-in sheet;
e. List of issues raised, any verbal comments and how the applicant plans to respond; and
f. Additional information, such as comment cards, letters from neighbors, shall be attached to the summary.

7. If the applicant does not submit the information listed above at least ten days prior to the Planning and Zoning Commission public hearing, the application shall be considered incomplete and the commission shall table the case and may continue the public hearing to the next meeting or a later meeting agreed to by the applicant. The applicant shall be responsible for all fees related to notifying the neighbors that the application will automatically be tabled. This notice of tabling will be sent by the Department of Planning and Development.

E. **Staff Review.** Upon receipt of an application or resubmittal, the PD Director shall take the following steps:

1. *Determination of Complete Application*. If an application is determined incomplete, the PD Director shall notify the applicant of the specific ways in which the application is deficient. No further processing of the application shall occur until the deficiencies are corrected. If a deficient application is not corrected within 30 days of the notice, the PD Director may determine that the incomplete application is withdrawn. If an application is complete it shall be processed for formal review.

2. *Staff Review.*
a. The PD Director shall coordinate review by the Department of Planning and Development Department after a complete application, and consult with the Department of Building and Development Services, the Department of Public Works, and other appropriate departments the PD Director determines may be impacted by the application.
b. The PD Director may require review by the Administrative Review Committee (ARC) as established in Section 36-1.04.
c. The PD Director may determine if other referral agencies are appropriate based on the application and has discretion to add any other relevant or applicable agency to the list. The following agencies may be requested to review and comment:
(1) Adjacent county and municipal governments;
(2) State of Missouri department offices;
(3) Gas and electric utility providers;
(4) Telecommunications and cable providers;
(5) Public safety agencies (Police, Fire, EMS, Health);
(6) School districts;
(7) Water and sewer utility providers; and
(8) Other special district, local, state, or federal government agencies or impacted entities.
d. Failure to receive comments from referral agencies shall not be considered approval by the agencies and may allow the PD Director to delay the application. However, if the applicant demonstrates sufficient due diligence in attaining comments, the PD Director may allow the application to proceed.
e. The applicant shall be responsible for coordinating all subsequent requirements, plan amendments, or fees required to satisfy agency requirements, and for notifying any agency prior to final review of any changes that may affect their comments on initial plans.

3. *Staff Comments.* The PD Director shall coordinate staff comments on a complete application and may provide the applicant the following information in writing:
a. Comments or recommended changes based on the results of any referral

agency comments, neighborhood meetings, or staff review.

b. A list of any additional information necessary to support the application or address any comments or recommended changes.

c. If the applicant chooses not to address any comment or recommended change, a written statement shall be included with the resubmittal that demonstrates a good faith effort to address the issue and provide reasonable rationale why the comment cannot be addressed. The applicant may request to schedule the application for official review based on this rationale.

d. If the applicant fails to submit revisions or otherwise address any comments from the PD Director in writing for more than 120 days, the PD Director may:

(1) Postpone the application based on the applicant's request and any reasonable justification for a delay in addressing comments; or

(2) Determine the application withdrawn and the review terminated. Any further action will require a new application and fees.

4. *Scheduling.* Applications that have completed staff review and addressed any comments or recommended changes, shall be scheduled for further review or processing according to these regulations.

5. *Staff Report.* The PD Director shall prepare a staff report for applications that require review and decisions by other review bodies. The report shall identify the appropriate policies, plans, regulations, and review criteria, and identify relevant facts of the application. The PD Director shall publish or otherwise make the report available to the applicant and public prior to the review body meeting, in association with the public meeting agenda and packet.

F. **Notice.** Notice shall be provided for each application as indicated in Table 2-1, which shall provide the date, time, place of the meeting, and general information on the application including the location, type of application, and where additional details may be found.

1. *Published*. Where published notice is required, notice shall be published in an official newspaper or a newspaper of general circulation in the city of Springfield at least 15 days prior to the public hearing or meeting.

2. *Posted*. Where posted notice is required, notice shall be posted by the applicant on the property or near the proposed site, visible to surrounding properties and the general public from adjacent public ways, according to the following:

a. The PD Director shall determine the number, type, size, content, and specific location of signs based on the context of the property and to provide visible and clear notice to the public. One sign shall be posted for each 150 feet of street frontage up to a maximum of three signs, and at least one sign on each street frontage.

b. The applicant shall ensure that signs are posted at least 10 days prior to the public hearing or meeting.

c. The applicant shall make a reasonable, good-faith effort to maintain posted notice throughout the proceedings.

3. *Mailed.* Where mailed notice is required, the City shall mail notice at least 15 days prior to the hearing or review meeting by first class mail to all owners of real property, as shown on the records of the county assessor, adjacent to or within 185 feet of the subject property.

4. *Specific Content.* All notice that is required to be published or mailed shall contain the following:

a. The name of the applicant as it appears on the application.

b. The name of the property owner, if different from the applicant. If there are multiple owners, only three names shall be listed and a full list shall be on file with the application.

c. The street address or common description of the property involved.

d. A concise and accurate description of the nature of the request.
e. The date, time, and place of the public hearing or meeting, and whether it includes the right to testify (e.g. public hearing).
f. The place at which further information on the application may be obtained and examined.

5. *Failure of Notice.* Any failure of published, posted, or mailed notice shall not invalidate any subsequent process or decision in the PD Director's discretion. In making this decision, the PD Director shall consider whether:
   a. Good faith efforts were made to comply with notice, and the failure of notice was beyond the applicant's or City's control;
   b. Technical errors in the notice were made, but constructive and actual notice was available to all interested parties; or
   c. The failure of notice is not otherwise influential to the proceedings, criteria, or record established for the decision.

G. **Public Hearings.** Where public hearings are required by Table 2-1, the following procedures apply:

1. The hearing shall be conducted and a record of the proceedings shall be preserved.

2. Any interested person or party may appear and be heard in person or by agent, and the review body may require that this testimony and any evidence or exhibits be under oath or by affirmation.

3. The review body may request testimony or a report on the application from any government official or agency, experts, or any other person with information pertinent to the application.

4. A public hearing for which proper notice was given may be continued to a later date without again requiring notice provided in this section if the specific date, time, and place of the continued hearing is announced at the original hearing.

5. If the review body is a recommending body, a written summary of the meeting and the recommendation shall be forwarded to the decision-making body.

6. A review body is authorized to establish meeting procedures and bylaws regarding specific conduct and management of public hearings, within the parameters of these regulations.

H. **Action by Review Bodies.** Required review bodies are indicated in Table 2-1. A review body may take any action on the application consistent with notice given or criteria in these regulations, or recommend such action when the review body is a recommending body, including the following:

1. Approve the application.

2. Approve the application with conditions or modifications that make it more consistent with the standards and review criteria. Any modification to plans prepared by a licensed professional shall require review and consent by the licensed professional.

3. Deny the application, with specific reasons for the denial.

4. Continue the application to allow further analysis. The continuation period shall not be more than 60 days from the initial meeting without the consent of the applicant.

5. In the case of City Council, remanding of the application to the recommending body, e.g., the Planning and Zoning Commission, shall occur when either (1) the applicant has requested a remand to make a substantive change to the application at issue; or (2) new evidence has been presented to City Council that was not presented to the recommending body, provided that good cause for such omission is established.

a. Such remand shall be issued in a written order that includes the following parameters as guidance from City Council:
   (1) The issue prompting the application to be remanded;
   (2) The specific question(s) City Council desires the recommending body to answer;
   (3) Any specific evidence or testimony that City Council desires to be provided before the recommending body issues its new recommendation; and
   (4) Any limitations on additional evidence and testimony City Council desires to restrict.

b. Following the completion of all steps included in the written remand order, the recommending body will issue a new recommendation to City Council. If no action is taken on the remanded item, the same recommendation will be deemed made and will be sent back to the City Council.

c. Such remand shall be placed on the agenda of the next regular meeting of the recommending body following completion of all necessary steps.

d. New notice and publication of the public hearing on the remanded item shall be required, to be paid by the applicant unless otherwise specified by City Council.

I. **Appeals.** Where no appeal process is designated in Table 2-1, the decision shall be final and only appealed as authorized by law. Any final decision made under this chapter by an administrative official may be appealed according to Section 36-2.08. Where a review body is designated as the appellate body in Table 2-1, the following appeal procedures apply:

1. Appeals shall be filed with the PD Director within 15 days of the final decision by a public review body or 30 days of the final decision by any administrative official.

2. Appeals shall identify the exact provisions in dispute and whether it is incorrect due to one or more of the following:
   a. It was against specific standards of this chapter;
   b. It was an unreasonable interpretation or application of the standards or review criteria;
   c. It was erroneous, based on the record and facts reviewed by the decision-making body; or
   d. It was otherwise clearly contrary to law.

3. The following persons and entities shall have standing to appeal the action of the review body:
   a. The applicant;
   b. The City Manager, on behalf of any public official, department, or public body; or
   c. Any other person who has a right to appeal by law.

4. Prior to forwarding any appeal to the appropriate appellate body, the Administrative Review Committee shall perform a secondary review of the application and issue a final administrative decision. Based on the final administrative decision the applicant may either withdraw the appeal or continue with the appeal before the applicable appellate body.

5. The appellate body shall consider the application based on the established record, within 60 days of a filed appeal. It shall give deference to the previous review body but may take any action authorized by the decision-making body under this chapter if it determines that a clear error was made.

6. The procedure and required notice for any appeal that advances to the appellate body shall be the same for the appeal as required of the original application.

J. **Technical Studies.** The PD Director, on behalf of any public official, department, or agency, the Planning and Zoning Commission, or the City Council, may require applicants to submit technical studies necessary to evaluate the application. Technical review by outside entities

with expertise or jurisdiction over some aspects of the application may be required in place of, in addition to, or in association with any studies. Examples of technical studies that may be required include traffic studies, infrastructure capacity and impact analysis, geologic or hydrologic studies, environmental impact and biological assessments, noise studies, market studies, or fiscal and economic impact studies. The persons or firms preparing the studies shall be subject to the approval of the PD Director and the respective public official or department. The costs of all studies shall be borne by the applicant. Any application that is determined to require technical studies or review from entities outside of the city may require special schedules based on the reasonable time frames to conduct those studies or additional reviews.

K. **Permits.** Upon final approval as specified for each application in this section, applicants may proceed with all permits necessary to construct buildings, infrastructure, and site improvements. Additional details, plans, and specifications necessary to show full compliance with the standards of this chapter, other applicable city codes and specifications, or other agency requirements or laws may be required.

36-2.02 Plats

A. **Applicability.**

1. *General Applicability*. Plat applications are required to:
   a. Design and coordinate streets, open spaces and other civic places with developable lots and buildings;
   b. Establish or alter the legal boundaries of property in coordination development patterns, infrastructure, and services; and
   c. Account for public infrastructure, access, and services; community facilities; development patterns; or other long-range growth and development considerations prior to potential fracturing of ownership and as individual development projects occur.

2. *Specific Applicability.* Plat applications may be initiated by the property owner, and specifically shall apply to:
   a. Any combination of lots or division of land into more than one lot or parcel;
   b. Any adjustment that alters the legal boundaries or potential ownership patterns of legally established parcels or previously platted lots, except those by operation of law, acquisition by a public entity, or by court order; and
   c. Any development on previously unplatted property where access or connections to public infrastructure or public streets will be required, where public or private easements will be required to build infrastructure; or where the development is otherwise determined to increase the impact on public infrastructure or community facilities.

3. *Types of Plats and Applications.* Plat applications are classified and processed as one of two types:
   a. *Administrative Subdivisions.* Administrative subdivisions are routine applications that impact the legal disposition of property (property lines, easements, etc.) but do not significantly alter development patterns or impact public infrastructure or services.
   b *Major Subdivisions.* Major subdivisions are all other land divisions or development impacting development patterns, right-of-way, or public infrastructure or community facilities, which typically require a comprehensive review through preliminary plat and final plat procedures.

B. **Administrative Subdivision.** Administrative subdivisions shall be processed according to the following criteria and procedures:

1. *Eligibility.* The following situations are eligible for administrative subdivision processes:
   a. *Administrative Property Line Adjustment*. Only in instances of a property line dispute, a minor encroachment, or a court-ordered and certified survey to confirm the alteration of legal boundaries of previously platted lots or legally

established tracts of record prior to March 26, 1956. Absent a court-ordered and certified
survey, only a single lot line may be adjusted as part of an administrative property line adjustment.

b. *Administrative Lot Combination.* A certified survey to confirm the combination of previously platted lots or legally established tracts of record prior to March 26, 1956, into fewer lots.

c. *Administrative Plat*. A certified survey to confirm the alteration or the division of one or more platted or un-platted parcels or of legally established tracts of record prior to March 26, 1956, into no more than five additional lots from the parent parcel.

d. *Administrative Condominium Plat*. A certified survey to confirm the legal boundaries of a unit or structure on a ~~platted~~ lot of record **of an existing structure or structures on a common element.**~~that could only be determined post-construction, such as for duplexes, townhouses, or for residential or non-residential condominiums where the units and lots are individually owned, and the property is on a lot of record in common ownership~~.

e. *Administrative Plat Correction.* A certified survey or other legal instrument acceptable to record that corrects a tract, parcel, or lot was legally established and corrects an error or omission from prior legal instruments that results in no observable impacts on the development pattern or potential development.

f. *Administrative Tract Certification.* A certified survey or other legal instrument acceptable to record that confirms a tract or parcel as legally established in the present configuration prior to annexation into the city, under a prior code at the time of its recording, or prior to March 26, 1956.

2. *Review Criteria.* An administrative subdivision may be approved by the PD Director if the PD Director determines that all of the following are met:

a. Each lot meets the standards of this chapter and can meet the design and development standards of the applicable zoning district;

b. No new streets or public dedications are needed for the application, except that dedications of additional right-of-way on existing streets or alleys or new easements may be included provided they are formally accepted and deeded to the City;

c. Each lot is already served by public sewer and public water and only extensions of facilities internal to the block or lot are necessary to serve future development;

d. No significant impact on public infrastructure nor interference with existing service levels will result from potential development, and adequate services to the proposed lots can be accomplished at the time of development; and

e. Each lot has the necessary improvements required by this code or can provide these facilities in coordination with and at the time of development, including access, utilities, and stormwater requirements.

f. For condominium plats, the development meets all physical standards and patterns for development of the lot(s) and building(s), except for the individual ownership of units within the lot(s) or building(s) and complies with the final plat establishing the lot(s) of record for the project and the applicable state condominium laws.

g. Any application not classified as an administrative subdivision or not meeting these criteria shall be processed as a major subdivision.

3. *Review Procedure.* In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to administrative subdivision applications.

a. If the PD Director determines at any point in the process that the application is not eligible for an administrative subdivision or is otherwise trying to evade the major subdivision process, the PD Director may deny the application and require the applicant submit a new application as a major subdivision.

b. The PD Director shall make the final decision on administrative subdivisions, and the decision may be appealed to the Planning and Zoning Commission.

c. The PD Director shall inform the applicant of a decision in writing within 30

days of the determination of a complete application.

d. The applicant may appeal a final decision by the PD Director to the Planning and Zoning Commission after a secondary review by the Administrative Review Committee.

4. *Effect of Decision.*

a. The applicant shall submit the approved administrative subdivision and all other required documents and certificates in the proper format to the City for execution of signatures.

b. The City shall record the administrative subdivision and executed documents with the Greene County Recorder of Deeds.

c. The administrative subdivision shall become effective after recording, and the applicant may proceed with building permits and all other applicable permits consistent with the approved subdivision.

d. An administrative subdivision not recorded within one year shall expire and any further action shall require a new application.

C. **Major Subdivision – Preliminary Plat.** Any subdivision not eligible as an administrative subdivision is a major subdivision that shall require approval of a preliminary plat. A preliminary plat shall be processed according to the following specific procedures.

1. *Applicability.* The preliminary plat provides detailed planning review of development patterns, street networks and design types, block and lot layout, and the ability to meet public facility and utility requirements for future development, prior to preparation of detailed construction and engineering plans. The PD Director may allow a preliminary plat and final plat to be processed simultaneously for more routine applications, provided the submittal requirements and criteria for both applications can be met.

2. *Review Criteria.* A preliminary plat shall be reviewed according to the following criteria:

a. The development and infrastructure are arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land.

b. The arrangement and proposed design of streets, open spaces, and blocks meet the development and design standards of the subdivision regulations.

c. The proposed blocks and lots are capable of meeting all development and site design standards of the applicable zoning district, including lot and development standards, frontage design standards, and access standards.

d. The application demonstrates a preliminary likelihood of being able to meet the design, construction, performance, and maintenance requirements for all required improvements.

e. Any phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases.

f. Any impacts identified by specific studies or technical reports, including a review of storm water, traffic impacts, and access management are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.

g. The design does not impede the construction of anticipated or planned future public infrastructure or other development within the area.

h. The recommendations of professional staff or any other public entity or review agencies asked to officially review the preliminary plat.

3. *Review Procedure.* In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to preliminary plat applications:

a. Any application may be coordinated with a rezoning in Section 36-2.05 or a planned zoning in Section 36-2.06.

b. The PD Director shall schedule complete applications for a public hearing before the Planning and Zoning Commission.

c. The Planning and Zoning Commission shall review the preliminary plat, and a preliminary plat that conforms with the standards of this chapter and criteria of this section shall be forwarded to the City Council for a recommendation to

accept any dedicated land. A preliminary plat that does not meet the standards or criteria may be denied by the Planning and Zoning Commission.

(1) Any street or public facility included in a major street plan approved by the Planning and Zoning Commission or other specific plan for public facilities, regardless of local, state, of federal status, shall not be accepted or constructed unless it is first approved as a preliminary plat by the Planning and Zoning Commission prior to construction through a preliminary plat or other capital improvements and design review.

(2) Any street or public facility not approved by the Planning and Zoning Commission in this manner shall only be accepted or constructed by a two-thirds approval of the entire membership of the board having jurisdiction over the street of public facility

d. The applicant may appeal a denial of a preliminary plat by the Planning and Zoning Commission to the City Council.

e. Based on the Planning and Zoning Commission recommendation, the City Council shall reject or accept the preliminary plat, and if accepted determine if the land or easements proposed to be dedicated for public use and the proposed public improvements shall be accepted by the City.

f. The City Council may accept the land and improvements on the preliminary plat contingent on the subsequent filing and recording a final plat that substantially conforms with the preliminary plat, and upon the PW Director certifying that the public improvements have been made or secured in accordance with city standards.

4. *Effect of Decision.*

a. The approval of the preliminary plat does not constitute an acceptance of the subdivision but authorizes preparation of the final plat and design and construction of improvements in conformance with the preliminary plat.

b. An approved preliminary plat shall be effective for two years, except that any complete submittal of final plat for any phases indicated on a preliminary plat shall stay the two-year period, and on approval of a final plat a new two-year period may begin for remaining portions of the preliminary plat.

c. The Planning and Zoning Commission may grant a one-year extension on a preliminary plat if the applicant demonstrates substantial progress towards the design and engineering requirements necessary to submit a final plat or other circumstances beyond their control that make the delay reasonable, and if based on finding that no substantial changes in the area will affect the originally approved application. **Otherwise, a new preliminary plat is required.**

d. If a final plat is not submitted within these parameters, the preliminary plat shall expire, and any further activity shall require a new preliminary plat.

e. The approval of a new preliminary plat prior to the expiration of a previously approved preliminary plat shall automatically render any previously approved preliminary plat invalid.

D. **Final Plat.** After approval of the preliminary plat, the applicant may submit a final plat for all or for portions of the preliminary plat area subject to a phasing plan approved with the preliminary plat. A final plat shall be processed according to the following specific procedures.

1. *Review Criteria.* A final plat shall be reviewed according to the following criteria, as well as all criteria applicable to the preliminary plat review.

a. The layout and design of the final plat substantially conforms with the approved preliminary plat considering:

(1) The number and size of lots and tracts;

(2) The block layout, street designs and access;

(3) The open space systems and civic design elements;

(4) The location and capacity of infrastructure systems; and

(5) Any phasing of the development, improvements, and community amenities.

b. The required public improvement plans have been formally accepted.

c. All required improvements, dedications, fees, financial guarantees, and maintenance guarantees are provided.
d. The recommendations of professional staff or any other public entity asked to officially review the final plat.
e. Deviations in the final plat may be considered to substantially conform to an approved preliminary plat and may be approved if the change:
   (1) Is justified by greater details in planning, design, and engineering in furtherance of the preliminary plat;
   (2) Complies with all applicable zoning standards, subdivision design standards, and meets the intent and design objectives of those standards;
   (3) Does not increase the impact of any development on required improvements beyond the capacity for required improvements identified in the preliminary plat;
   (4) Does not impact any condition of the Planning and Zoning Commission or City Council associated with the approval of the preliminary plat;
   (5) Is consistent with development concepts in the preliminary plat in terms of land uses, scale, and intensity of development, and in no case changes the number of lots, dwelling units, buildings, or sizes of blocks and open spaces by more than 10%; and
   (6) If technical studies were required with the preliminary plat, the author of the study shall submit an amendment noting that the change does not impact any findings of the study.
f. Any other changes to the preliminary plat, including significant changes in the phasing or dedication of public land and right-of-way, may require approval by the Planning and Zoning Commission and acceptance of the City Council.

2. *Review Procedure.* In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to final plat applications:
   a. The applicant shall identify all improvements to be constructed, either according to the required improvements listed in this chapter or by a specific agreement for the project approved as part of the preliminary plat. The applicant shall submit final plans and specifications for these improvements, and ensure construction of these improvements or financial guarantees as provided in Section 36-3.04.
   b. The staff shall review the final plat for conformance with the planning and design elements, and the engineering specifications, and a final plat that meets these criteria shall be approved.
   c. A final plat that does not meet these review criteria may require reprocessing as a revised preliminary plat.
   d. The PD Director shall make the final decision on final plats, and the decision may be appealed to the Planning and Zoning Commission after a secondary review by the Administrative Review Committee. The Planning and Zoning Commission decision may be appealed to the City Council.

3. *Effect of Decision.*
   a. The applicant shall submit the approved final plat and all other required documents and certificates on proper forms to the City for execution. Approval may be conditioned upon payment of all other applicable fees and execution of all applicable agreements prior to recording.
   b. The ~~applicant~~**City** shall record the approved final plat and executed documents with the Greene County Recorder of Deeds.
   c. The final plat shall become effective after recording, and the applicant may proceed with building permits and all other applicable permits consistent with the approved plat.
   d. No substantial site construction may begin until all final plat documents are executed and recorded, applicable fees paid, and plans and agreements for required improvements are in place according to Section 36-3.06. A building permit shall not be issued until the completion, inspection, and acceptance of all required improvements, unless otherwise agreed to in writing with the City.

36-2.03 Zoning Site Plan

A. **Applicability.** The zoning site plan process reviews development projects to ensure compliance with applicable development standards, compatibility with surrounding property and potential future development, and coordination with other necessary permits or improvements required for the project. Zoning site plan applications may be initiated by the property owner or owner's representative. The zoning site plan process specifically applies to any of the following:

1. Any new nonresidential or multifamily buildings;

2. New detached houses or multi-unit houses where three or more buildings are proposed;

3. Expansion or alterations to an existing multifamily or nonresidential building that change the footprint by more than 10% or significantly alter the form of the building envelope or character of exterior elevations on more than 25% of the exterior;

4. Any site development activity that adds impervious surfaces greater than 5% of the lot;

5. A change of use that is potentially more intense than the existing use, or that could otherwise trigger associated site development activity, such as parking, access, traffic circulation or intensity, landscape, or screening;

6. Any other changes to existing buildings or site that significantly alter the exterior appearance, or that impact access, circulation, or abutting streetscape designs. This excludes ordinary maintenance to any existing building, structure, or site design element; or

7. Any development that meets the criteria for a nonconformity in Section 36-1.06.

B. **Review Criteria.** The following criteria shall be considered when evaluating zoning site plans and determining compliance with the standards of this chapter, and in exercising any discretionary approvals or interpretations associated with the zoning site plan:

1. *Generally.*
   a. The plan meets all applicable standards and meets the criteria for any performance standard, guidelines, exceptions, or modification permitted in this chapter.
   b. The plan is consistent with any conditions on prior approvals by the Planning and Zoning Commission or City Council associated with the property.
   c. The application can reasonably be assumed capable of meeting the criteria for all subsequent permits and authorizations needed to build the project as proposed.
   d. The plan does not undermine the goals or objectives of the comprehensive plan that are applicable to the area of the project or interfere with future development on adjacent property that would be in accordance with the plan.
   e. The plan does not present any other apparent risks to the public health, safety, or welfare based on other relevant codes, specifications, or industry standards.

2. *Site Design and Engineering.*
   a. The plan provides safe access and internal circulation and appropriately balances vehicle, bicycle, and pedestrian needs based on the context and street type.
   b. The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development, and appropriately stages or phases improvements with potential future development on the site or in surrounding areas.
   c. The plan provides adequate management of storm water and utilizes green infrastructure practices when possible.
   d. The plan provides proper grading considering prevailing grades, relationship to

adjacent sites, and avoids inherent hazards from topographic, geologic, or physical features on the site.

3. *Landscape and Open Space Design.*
   a. The plan creates an attractive aesthetic environment and improves relationships to the streetscape and other nearby public, civic, or common spaces.
   b. The plan enhances the environmental and ecological functions of un-built portions of the site and makes effective use and conservation of natural resources.
   c. The plan minimizes the exposure and adverse impact of more intense activities or components of the site or building on the streetscape and on adjacent properties.

4. *Building Design.*
   a. The location, orientation, scale, and massing of the building creates appropriate relationships to the streetscape and to adjacent properties.
   b. The selection and application of materials will promote proper maintenance and quality appearances over time.
   c. The building reinforces the character of the area and reflects a compatible architectural relationship to adjacent buildings. Specifically, if there is any prevailing consistency or commonality in the scale, forms and features, and materials of buildings in the vicinity, they inform choices on the proposed building.

C. **Modifications.** The PD Director or Planning and Zoning Commission may consider modifications when applying standards to a specific plan so that the best design solution may be applied to a particular context or site. The applicant shall **clearly** identify in the application **and** ~~or~~ on a **separate zoning site** plan where a modification is requested, propose a justification and alternative that meets the criteria, and a decision on each proposed modification shall be clearly indicated on the plans or by written decision associated with the application. **The major modification process shall not require any public notices. The Planning and Zoning Commission decision on major modifications is final.** The PD Director (minor modification) or Planning and Zoning Commission (major modification) shall use the following criteria to make decisions on a proposed modification:

1. Conditions of the site make strict compliance with the standard impractical or ineffective.

2. A proposed alternative equally or better meets the intent and design objectives of the applicable standard.

3. The modification is the minimum necessary to address the conditions, and is within any other limitations established for the applicable standards.

4. The modification does not undermine or conflict with other applicable site or building standards, or result in negative impacts on adjacent sites.

5. The modification is not strictly for the convenience of a specific project, but is justified under any of the following broader community benefits:
   a. Aesthetic considerations that permit better coordination of the lot and building with the established character of the immediate area;
   b. Improved environmental performance, considering stormwater, energy use, building performance, landscape design, or operational impacts of the use;
   c. Increased pedestrian or bicycle accommodations;
   d. Enhanced civic design considering the relationship of the site and building to streetscapes and open spaces;
   e. Adaptive reuse of an existing building, additions to an existing building, or infill on an existing lot that accommodates development comparable to that on adjacent property; or
   f. Better serves public health and safety considerations.

6. The modification may be based on any additional conditions or requirements reflected in the plan, including stricter compliance or increases in other relevant standards (e.g. setback reduction considered in association with greater building height limitations; etc.).

7. The modification is limited in degree as specified in Table 2-2.

Table 2-2: Zoning Site Plan Modifications

Site Design Element	Minor Modifications (Staff Discretion)	Major Modification (Planning & Zoning Commission Discretion)
Article 5 & 6: Development & Dimension Standards (Sections 36-5.03 Residential; 36-6.03 Nonresidential)		
Lot Area	10%	15%
Lot Width	5%	10%
Building Setback	20%	40%
Building Coverage	10%	20%
Building Height	15%, up to 5' max.	30%, up to 1 story max.
Open Space Design	**5%**	**10%**
Article 5: Residential Design Standards (Section 36-5.04)		
Frontage Design, Building Design~~, Open Space Design~~	**Table 5-3 (Residential Frontage Types & Design Standards) determines the minor and major modification process. Proposed frontage type requires that all requirements within the proposed frontage type be met. Frontage and building design modifications are justified ~~B~~b**ased on general criteria in this section and specific criteria~~l~~ in Section 36-5.04**.**	
Article 6: Nonresidential Design Standards (Section 36-6.04)		
Frontage Design, Building Design~~, Open Space Design~~	**Tables 6-2 (Nonresidential Frontage Design) and 6-3 (Building Design) determine the minor and major modification process. Proposed frontage design or building design type requires that all requirements within the proposed frontage type be met. Frontage and building design modifications are justified ~~B~~b**ased on general criteria in this section and specific criteria~~l~~ in Section 36-6.04**.**	
Article 7: Access & Parking		
Vehicle Access	Dependent on PW Director approval and access management policy and guidelines or TIA for the plan	Any non-compliant access for nonresidential uses on a street classified as a major collector or higher.
Internal Sidewalks	15%	25%
Required Parking	10%	25%
Parking Landscape	10%	15%
Parking Dimensions	5%	n/a
Loading Requirements	25%	50%
Article 8: Landscape & Site Design		
Required Landscape	15%	25%
Buffers Dimension	5%	10%
Buffer Planting	10%	15%
Fences & Walls	10%	15%
Outdoor Lighting	5%	15%
Article 9: Signs		
Size & Height	n/a	5%

Location	n/a	10%
Quantity	n/a	n/a

[1] American National Standards Institute (ANSI) Z-60.1-2014 American Standards for Nursery Stock or newer edition.

D. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to zoning site plan applications.

1. Zoning site plan applications shall be accompanied by an access plan demonstrating compliance with Section 36-7.03 of this chapter and Chapter 98.

2. Zoning site plans may require coordination with applications for building permits when necessary to determine compliance with the standards in this chapter.

3. The PD Director shall determine if concurrent review of any other department or agency is required, or otherwise coordinate review with other required permits.

4. Any zoning site plan proposing a major modification shall require review and a decision by the Planning and Zoning Commission. The PD Director shall forward the application to the Commission with a review and analysis of the plan subject to the approval criteria, and analysis of the modification criteria.

5. A zoning site plan may be required to accompany applications that require review by other review bodies, such as conditional use permits, rezonings, or variances.

6. Except for applications requiring review by other review bodies, the PD Director shall make the final decision within 45 days of a complete application, and may condition the decision on meeting the requirements of other departments subject to the standards and specifications of all required permits.

7. The PD Director shall notify the applicant of a decision in writing, either by returning a set of plans stamped “approved” or otherwise indicating other conditions for a decision or reasons for a denial.

8. The applicant may appeal a final decision by the PD Director to the Planning and Zoning Commission after a secondary review by the Administrative Review Committee.

E. **Effect of Decision.** Approval of a zoning site plan shall be valid for 18 months, and authorize the applicant to proceed with building permits and all other applicable permits consistent with the approved plan. The PD Director may grant one extension for up to one additional year if justified by reasons beyond the applicant’s control and where surrounding conditions or applicable standards have not changed.

36-2.04 Conditional Use Permit

A. **Applicability.** A conditional use permit (CUP) provides flexibility for different uses within a zoning district and allows the potential for additional uses subject to specific conditions. These uses are not generally appropriate throughout the district, but due to the specific design, operational characteristics, or context of the application, the use may be appropriate based on a case-specific discretionary review. Conditional use permits may be initiated by the property owner for uses identified as conditional uses in the zoning district, according to Table 4-3.

B. **Review Criteria.** Conditional use permits shall be reviewed according to the following criteria:

1. All criteria for zoning site plan review in Section 36-2.03B are met, including any conditions or additional requirements identified in this chapter for the specific use.

2. The application furthers the intent of the proposed zoning district and is consistent with

the comprehensive plan.

3. Compatibility with the area and other allowed uses considering characteristics such as hours of operation, visible and audible impacts, traffic patterns and parking demands, scale and intensity of buildings and activity on the site, and other potential impacts on adjacent property.

4. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use and structures, the permanence of other uses and structures in the area, and any potential changes in character or uses occurring in the area.

5. Whether a limited time period for the permit is reasonably necessary to either limit the duration of the use, reassess the use against changing conditions in the area, or require periodic reporting or review of the permit.

6. The recommendations of professional staff or other technical reviews associated with the application.

7. Whether any additional site- or use-specific conditions are necessary to meet these criteria.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to conditional use permit applications.

1. Applications shall be accompanied by a zoning site plan where it is necessary to review conformance with standards of this chapter and any design or performance criteria for the particular use. Where the proposed use does not involve proposed development or changes to the site, a plot plan of existing conditions may be submitted.

2. The PD Director shall schedule complete applications for a public hearing before the Planning and Zoning Commission.

3. The applicant shall hold a neighborhood meeting at least 21 days prior to the Planning and Zoning Commission public hearing, and supplement the application with results from that meeting at least 10 days prior to the hearing.

4. The Planning and Zoning Commission shall hold a public hearing and make a final decision at or within 15 days of the close of the public hearing.

5. **Any such Conditional Use Permits shall be designated by a "CUP" on the Official Zoning map with a numeric reference to the specific ordinance and zoning site plan included.**

6. The applicant may appeal a final decision by the Planning and Zoning Commission to the City Council in accordance with Section 36-2.01.I.

D. **Effect of Decision.**

1. Approval of a conditional use permit shall authorize the applicant to proceed with building permits, business licenses, and other applicable development or construction permits.

2. Approval of a conditional use permit shall be valid for 18 months, and the PD Director may grant one extension for up to one additional year if justified by reasons beyond the applicant's control and where surrounding conditions or applicable standards have not changed. Any application not acted upon through issuance of a building permit or occupancy permit according to the approval and conditions within this period shall be void.

3. A conditional use permit may be revoked or modified with additional conditions by the City through the same procedures approving the permit, upon a finding that the conditions of approval have not been met, or that the use has otherwise violated the provisions of this chapter.

4. Minor changes to an approved conditional use permit may be approved by the PD Director limited to the following:
   a. A change of ownership provided all conditions and criteria of the permit are met, and provided the new owner demonstrates the likelihood to continue to comply with all standards.
   b. Any change to any associated zoning site plan provided it meets the criteria in Section 36-2.03, and does not violate any required conditions of the approval.
   c. A change in operations that is otherwise determined by the PD Director to not have a significant impact on any adjacent property, is consistent with the criteria and conditions for approval of the original conditional use permit.
   d. Any other change shall require an amendment to the conditional use permit through the same process as the original approval.

36-2.05 Rezoning

A. **Applicability.** The rezoning process provides review of changes to the boundary of zoning districts that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in policies with respect to future development. Application for a rezoning may be filed by the property owner, the City Council, or the Planning and Zoning Commission, or by city staff on behalf of these city entities.

B. **Review Criteria.** Review, recommendations, and decisions for a proposed rezoning shall be based on evaluating and balancing the following criteria:

1. The proposed district is consistent with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.

2. Whether the area has changed since the existing zoning has been in place, or it is changing to a degree that it advances the public interest to rezone the property.

3. The proposed district will enable development in character with existing or anticipated development in the area considering:
   a. The design of streets, civic spaces, and other open space;
   b. The mix, density, or intensity of potential uses;
   c. The pattern, scale, and format of buildings and sites enabled by district standards;
   d. The compatibility with and transition to other districts, development, or uses in the vicinity; and
   e. Any reasonably anticipated negative impacts can be mitigated by applicable development standards or planning, design, and engineering practices applicable to the site.
   f. Any rezoning application conditioned on a zoning site plan may be evaluated based on that plan; otherwise, the entirety of what may be enabled by the zoning district shall be considered with the above criteria.

4. The City or other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the proposed district, including capacity of the surrounding street network and access on specific street frontages.

5. Reasonable viable economic use of the subject property will be precluded if the proposed rezoning is denied.

6. The recommendations of any professional staff or advisory review bodies, and any additional testimony or evidence on the record.

7. Any relevant information submitted or presented at the public hearing.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following procedures shall apply to rezoning applications:

1. Applications may be accompanied by a conceptual, non-binding zoning site plan to demonstrate conformance with the comprehensive plan. In the instance that staff requires more information to ensure conformance with the comprehensive plan, the PD Director may require that applications for rezoning include a zoning site plan where:
   a. The request presents a potentially incompatible transition to adjacent property based on intensity of potential uses, scale of potential development, or other operational characteristics permitted in the proposed district;
   b. The generally applicable site design and development standards of the proposed district may not adequately address the potential adjacencies or compatibility issues considering the context and scale of the proposed rezoning; and
   c. The rezoning criteria in Section 36-2.05.B cannot be adequately evaluated absent some type of plan framing the extent and characteristics of future development beyond what is generally allowed in the district.

2. Applicants may propose that a rezoning request be conditioned on a zoning site plan for a specific development application.
   a. In this case, the zoning site plan shall be evaluated according to the criteria in Section 36-2.03.B.
   b. The Planning and Zoning Commission may recommend and the City Council may approve the request based on any specific elements, conditions, or limitations proposed in that plan, including uses, scale, and intensity of development.
   c. Any such rezoning shall be designated by a "-C" on the **Official ~~z~~Z**oning ~~m~~**M**ap with a numeric ~~and/or date~~ reference to the specific ordinance and zoning site plan included.

3. The PD Director shall schedule complete applications for a public hearing before the Planning and Zoning Commission.

4. The applicant shall hold a neighborhood meeting at least 21 days prior to the Planning and Zoning Commission public hearing, and supplement the application with results from that meeting at least 10 days prior to the hearing.

5. The Planning and Zoning Commission shall hold a public hearing and make a recommendation at or within 15 days of the close of the public hearing, and forward its recommendation to the City Council.

6. The City Council may recommend the application be returned to Planning and Zoning Commission for further study, additional information, or reconsideration of the recommendation or conditions. Failure by the Commission to consider or revise its recommendation within 60 calendar days shall be considered a resubmission of its original recommendation. Alternatively, based on the information provided at the public hearing the City Council may choose to modify or override the Planning and Zoning Commission recommendation or any specific condition.

7. In case of a valid protest against a proposed change, approval shall require a favorable vote by two-thirds of all members of the City Council. A valid protest shall:
   a. Be filed with the City Clerk at least 24 hours prior to the Council regular meeting for consideration, and be verified by the City Clerk prior to the meeting;
   b. Be signed by the owners of 30% or more of either the areas to be included in the proposed change, or of the area within 185 feet of the boundary, excluding right-of-way and alleys.

8. Approval of a rezoning shall be by ordinance approved by the City Council.

D. **Effect of Decision.**

1. The PD Director shall make the change on the official zoning map by an actual change or other record identifying the ordinance and affected property.

2. The zoning shall remain in effect unless changed by the City Council according to the procedures in these regulations.

3. All subsequent development shall occur according to the district standards and subject to zoning site plan, building permit, or other applicable development review and permitting processes.

4. In the case of a rezoning that is approved contingent on a zoning site plan:
   a. All elements of the zoning site plan shall be considered binding unless specifically excluded by the Planning and Zoning Commission in its recommendation or the City Council in its decision and ordinance.
   b. Any other elements not depicted on the zoning site plan or elements specifically identified as non-binding are still subject to all standards of this code. Compliance with generally applicable standards shall be indicated on an updated plan prior to building permits.
   c. Modifications to zoning site plans shall only be permitted according to the standards and criteria in Section 36-2.03.C., except the modification shall be evaluated based on the extent modified from the plan rather than from the applicable standards.
   d. No modifications shall be allowed to any specific conditions in the City Council ordinance or if any elements of the zoning site plan are specifically called out by the Planning and Zoning Commission recommendation and City Council decision as ineligible for modifications.
   e. The Planning and Zoning Commission may recommend, and the City Council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
      (1) Restrict uses beyond those otherwise allowed in the zoning district;
      (2) Increase landscape, bufferyards, or open space beyond what is required by this chapter;
      (3) Limit building scale and location more strictly than otherwise permitted by the development standards;
      (4) Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
      (5) Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and
      (6) Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

5. No application for rezoning, other than an application initiated by the City Council or the Planning and Zoning Commission, shall be filed or allowed prior to the expiration of six months from the time that the City Council shall have finally acted on any application for rezoning of all or any part of the same lot, tract or parcel of ground, unless the application previously acted upon was initiated by the City Council or the Planning and Zoning Commission, or, during said six months interval, property adjoining or abutting the lot, tract or parcel of land or within 185 feet of the lot, tract or parcel of land shall have been rezoned by the City Council.

36-2.06 Planned Zoning

A. **Applicability.**

1. *General Applicability.* Planned zoning applications are integrated plans and codes to implement projects based on development and design plans for a specific area. The plans establish more refined distribution and relationships of land uses, more specific arrangement of building types and development intensity, or more detailed application of design and development standards than otherwise provided by the comprehensive plan and this code. The process enables flexibility in the otherwise applicable development and design standards based on the plans, but offers predictability for city departments, community stakeholders, and private entities engaged in development and redevelopment activities. Planned zoning is a type of rezoning initiated by the City Council, Planning and Zoning Commission, or property owners, provided that property owner initiation requires the participation and authorization of all property owners in the plan.

2. *Specific Applicability*. Planned zonings shall require a sufficient area to implement planning and design concepts that generate broader community or public benefits, and not simply to facilitate individual projects or to permit adjustments or deviations on a site- specific basis. The development plan shall generally include at least 5 acres; however, the PD Director may permit smaller applications based on any of the following circumstances:
   a. The application is an addition to a previously approved planned development and is effectively an extension of those areas or projects;
   b. The application affects a smaller area of potential development, but the context, plan, and design concepts of a larger study area meet the intent and applicability for planned zoning; or
   c. The area is completely unique and distinct from the surrounding areas, and the criteria and broader benefits from planned zoning are only applicable to the smaller area.

B. **Area Plan Content**. Planned zoning shall require preparation and **approval**~~adoption~~ of an area plan that includes **the** following general components, which may be created in unison or in coordinated stages:

1. *Existing Conditions.* A summary evaluation of the current state of the area potentially including land uses, structures, infrastructure, circulation pathways, public spaces, and natural features, currently anticipated improvements, and relative potential for desirable redevelopment.

2. *Vision & Development Plan.* A vision and development plan presents the design and development goals for area through a series of maps, illustrations, and narratives, or similar planning documents. The vision and development plan shall determine the general character, scale, intensity, and arrangement of development and uses within area, including any transitions within the plan or sub-areas for distinct goals and objectives. The vision and development plan shall identify relationships to adjacent areas and establish the policy, planning, and design basis for any flexibility proposed through the regulating plan.

3. *Public Space Plan.* A public space plan is a design plan for the public realm. It outlines the location, design characteristics, and functions of all proposed streets and open and civic spaces – whether public, common, or private – and creates the framework for the plan. A public space plan that includes all elements for a preliminary plat in Section 36-2.02, including dimensions of streets, open spaces, blocks, lots, and tracts, may be proposed as an official application for a preliminary plat where new development will occur.

4. *Regulating Plan.* The regulating plan serves as the zoning regulations for the area. The regulating plan shall be a supporting overlay on the base zoning district(s) or

propose any ~~associated~~ changes to the base zoning district(s). The regulating plan shall address the following land use and development standards, particularly where deviations from the base district standards apply:

a. Specific land uses, and any limitations or conditions associated with any use.
b. Building types, lot standards, and development standards for eligible building types or lots applied on a block or lot basis.
c. Landscape and open space design including streetscapes, frontages, open space and site standards coordinating with the public space plan.
d. Other site development or performance standards affecting parking, access, screening, and building design.
e. Any specific development review processes applicable to implementing future development according to the plans and regulations.

Absent any specified deviations, additions, or subtractions in the regulating plan, the base district standards shall apply.

C. **Review Criteria.** Review, recommendations, and decisions for planned zoning shall be based on the following criteria:

1. The area plans apply the goals and objectives of the comprehensive plan and the intent and design objectives of this chapter to the area in more specific detail.

2. The regulating plan may supplement, modify, or waive standards to allow the project to better meet or exceed the intent statements of the applicable or proposed base zoning district(s) and design objectives of any specific standards.

3. The benefits from any flexibility in the proposed plans and regulations promote the general public health, safety and welfare of the community and surrounding areas, and the proposed flexibility is not strictly to benefit the applicant or a single project. Specifically, the flexibility should serve one or more of the following:
   a. Adjustments based on existing conditions of the area that are desirable to maintain and incorporate into the development and design plan;
   b. Establish better transitions to adjacent development with additional limitations, conditions, or enhanced site design requirements;
   c. Better integrate multiple projects that could otherwise only be done in separate zoning districts;
   d. Maintain and reinforce the established character of the area or initiate a unique character that can strengthen the appeal and identity of the general area;
   e. Improve non-conventional accessibility, including pedestrian, bicycle, transit, or mobility impaired people;
   f. Adaptive reuse, infill development, or development that preserves cultural assets or heritage resources;
   g. Sustainable development and design strategies including low-impact site design, green buildings, or resource conservation;
   h. Coordinate with economic development strategies or other official policies and programs related to land use and development.

~~4~~ ~~The plans reflect generally accepted and sound planning and community design principles with respect to applying the goals and policies of the comprehensive plan and the intent and design objectives of the development code to the area.~~

~~5~~4. The area plans must meet all of the review criteria for a rezoning in Section 36-2.05.B.

D. **Review Procedure.** In addition to the general procedures in Table 2-1 and Section 36-2.01, the following specific procedures shall apply to planned zoning applications.

1. The planned zoning application is a type of rezoning and shall follow the procedures in Section 36-2.06.C.

2. The planned zoning process involves at least two steps: the area plan establishing the

zoning and any necessary deviations (existing conditions, vision and development plan, public space plan, and regulating plan); and zoning site plans for development of specific components of the area plan. Platting may also be required.

3. Based on the complexity of projects and extent of advanced planning and urban design necessary to support the development, the PD Director may require, or the applicant may elect, breaking the review of the elements of an area plan in subsection B. into more than two steps to review concepts and preliminary designs prior to approval of the full area plan and proposal of regulation adjustments.

4. In cases where new development is proposed, land may need to be subdivided or streets and public land~~s~~ dedicated in order to carry out an area plan. The platting process is a separate process but may run concurrently with the planned zoning process, as specified in Section 36-2.01.B.

5. All development in planned zoning districts shall require zoning site plan review according to Section 36-2.03. The Planning and Zoning Commission may recommend, and the City Council may approve regulating plans that require zoning site plan applicability and review processes different from what would otherwise apply.

E. **Effect of Decision.** Approval of a planned zoning shall have the same effect as rezoning property; however, approval of individual component plans or where the plans are approved in steps, will have the effects specified below.

1. *Vision & Development Plan.* Approval of the vision and development plan and existing conditions without any other plans shall only mean that the basic concepts are agreed to in principle as conforming to the intent of the comprehensive plan and any other plans or policies created under the guidance of that plan. In association with approval of the other plans, approved vision and development plans serve as a more specific representation of the intent and policy objectives for the area.

2. *Public Space Plan.* Approval of a public space plan shall only mean that the basic development patterns and community design and infrastructure concepts are agreed to in principle as conforming to the intent of the comprehensive plan and any other plans or policies created under the guidance of that plan. However, approval of a public space plan may have the same effect as approval of a preliminary plat as specified in Section 36-2.02, provided it includes or is accompanied by information required for preliminary plats.

3. *Regulating Plan.* Approval of the regulating plan, in association with the other components of the planned zoning, shall have the same effect as a rezoning specified in Section 36-2.05. Sites governed by an approved regulating plan shall be designated on the Official Zoning Map with **a "PZ" followed by a consecutive number.**~~the letters of the proposed base zoning district plus "-P" (planned). (For example, where a portion of the development plan uses the R-SF, R-MX- 1 and the C-MX1 base zoning districts, the zoning of each area of an approved regulating plan shall be R-SF-P, R-MX1-P, and C-MX1-P respectively.)~~

4. *Final Development.* After the area plan has been approved and prior to applying for building permits for final development, any project included as part of a planned zoning shall first require approval of a zoning site plan and a final plat if required. In addition to all other information and criteria required for those applications, submittals under an approved planned zoning shall include all necessary information to demonstrate that all applicable standards, requirements, and conditions of the area plan have been met.

36-2.07 Variance

A. **Applicability.**

1. *Design Variance.* A design variance provides relief from a strict interpretation of the zoning and site design and development standards of this chapter which, when applied to a particular property and in a specific context, limits all reasonable use of the property. Design variances may be initiated by the property owner.

2. *Use Variance.* A use variance provides relief from a strict interpretation of the use regulations which, when applied to a particular property and in a specific context, prevents all use of the property. Use variances may be initiated by the property owner.

B. **Review Criteria.**

1. A design variance shall be reviewed and approved only on the finding that all of the following conditions are met:
   a. Unique physical conditions not ordinarily found in the same zoning district and that are not created by the property create practical difficulties in meeting the standard;
   b. The strict application of the regulations constitutes an unnecessary hardship upon reasonable use of the property. Economic considerations alone shall not constitute unnecessary hardship if a reasonable use for the property exists under the standards of this chapter;
   c. The design variance will not adversely affect the public safety or general welfare;
   d. The design variance will not undermine the purpose of the ordinance, the intent of the zoning district or standards, or any other required professional design standard or specification;
   e. The design variance will not adversely affect the rights of adjacent property owners or residents; and
   f. The design variance is the minimum necessary to relieve the conditions and permit reasonable use of the property.

2. A use variance shall be reviewed and approved only on the finding that all of the following conditions are met:
   a. Unique physical conditions not ordinarily found in the same zoning district and that are not created by the property create unnecessary hardship in meeting the standard;
   b. The strict application of the regulations constitutes an unnecessary hardship upon all permitted use of the property, i.e., no permitted use of the property can be made absent a use variance;
   c. The use variance will not adversely affect the public safety or general welfare;
   d. The use variance will not undermine the purpose of the ordinance, the intent of the zoning district or standards, or any other required professional design standard or specification;
   e. The use variance will not adversely affect the rights of adjacent property owners or residents; and
   f. The use variance is the minimum necessary to relieve the conditions and permit any reasonable use of the property.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements are specific to both design and use variance applications.

1. The Board of Adjustment shall hold a hearing at its next regularly scheduled meeting 28 days after the PD Director determination of a complete variance application.

2. The Board may impose conditions and requirements that best assure the criteria for approval are in place and maintained, and any violation of these conditions shall be considered a violation of the ordinance.

3. The Board shall document all decisions in writing, including the grounds for its decision based on findings of fact regarding all criteria, within 30 days after the public hearing. The decision shall be filed with the PD Director, who shall provide the decision to the

applicant, other persons requested to be notified.

4. The concurring vote of four members of the Board shall be necessary to grant a design or use variance.

5. The PD Director will record the decision with the Greene County Recorder of Deeds.

D. **Effect of Decision.**

1. An approved variance shall become effective when recorded with the Greene County Recorder of Deeds. The PD Director shall record the written approval, and upon recording the applicant may proceed with any necessary building permits, licenses, or other permits authorized in the variance.

2. Any decision not acted on within one year of the decision by the Board shall expire.

3. A variance recorded and acted upon shall run with the land to the extent the zoning of the subject property remains in place, unless vacated by the Board through the same procedures and criteria for granting the variance.

4. Any person aggrieved by a final decision of the Board may appeal the decision to the district court within 30 days of the Board's vote on the final decision.

36-2.08 Appeal of Administrative Decision

A. **Applicability.** The appeal of administrative decisions is a process to determine if there was an error in order, requirement, decision, or determination made by an administrative official in the interpretation, administration, or enforcement of this chapter. Appeals may be filed by any aggrieved person, or by any officer, department, board, or agency of the city affected by any final decision by an administrative official.

B. **Filing.** Appeals shall be filed with the secretary of the Board of Adjustment and with the official who made the decision within 30 days of the final decision.

1. The appeal shall be on forms provided by the PD Director and include all information required by the PD Director and any additional information relevant to the decision and criteria for appeals.

2. Prior to forwarding any appeal to the Board, the Administrative Review Committee shall perform a secondary review of the application and issue a final administrative decision.

3. Based on the final administrative decision the applicant may either withdraw the appeal or continue with the appeal before the Board.

4. The official from whom the appeal is taken shall forward all relevant information regarding the decision to the Board.

C. **Effect of Filing.** An appeal stays all proceedings in furtherance of the action appealed from unless the official from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal that a stay could cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order, which may be granted by the Board of Adjustment or by a court of record.

D. **Action and Review Criteria**. The Board of Adjustment shall hold a hearing at its next regularly scheduled meeting 28 days beyond the filing of an appeal.

1. The appellant and official shall be notified in writing of the date, time, and place of the hearing.

2. In exercising the appeal power, the Board shall have all the powers of the official from whom the appeal is taken, and the Board may reverse or affirm, wholly or partly, or may modify the decision being appealed.

3. The Board shall grant the administrative official's decision a presumption of correctness, placing the burden of persuasion of error on the appellant, and an appeal shall be sustained only upon finding that the official was in error.

4. The Board shall make a decision and file written findings with the PD Director within 30 days of the hearing, and the PD Director shall notify the applicant and administrative official of the decision.

5. The concurring vote of at least four members of the Board of Adjustment is necessary to approve an appeal and override an administrative official's decision or interpretation.

6. The PD Director will record the decision with the Greene County Recorder of Deeds.

E. **Effect of Decision.** The decision by the Board of Adjustment shall have the same effect as a decision made by the administrative official. The PD Director shall refund any appeal application fee if the Board determines there was an error. Any person, including any city official or review body, aggrieved by a decision of the Board may bring an action in the district court within 30 days of the final decision of the Board.

36-2.09 Text Amendment

A. **Applicability.** Amendments to the text of these regulations may be initiated by the City Council or the Planning and Zoning Commission, or by city staff on behalf of these entities.

B. **Review Criteria**. A text amendment shall be reviewed according to the following criteria:

1. It is consistent with the comprehensive plan.

2. It furthers the purposes of these regulations in Section 36-1.02 and has been considered for both its long-range effects as well as immediate impacts.

3. Whether it is necessitated by a change in conditions in the zoning district or specific areas impacted by the change.

4. The amendment improves the effectiveness and efficiency of administering the Land Development Code.

5. Any relevant information submitted or presented at the public hearing.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements shall apply to text amendment applications.

1. Applications may be accompanied by a related comprehensive plan amendment, or a more specific plan, provided that amendment or plan has met all of the legal and policy requirements for plan approvals independent of the proposed text amendment.

2. The City Council may recommend the application be returned to the Planning and Zoning Commission for further study or additional information at its next regular meeting. Failure by the Planning and Zoning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.

D. **Effect of Decision.** Amendments to the text of these regulations shall be approved by the City Council in the form of an ordinance and be effective after the date specified in the ordinance. The PD Director shall incorporate approved amendments into this chapter by reference to the specific amending ordinance, and indicate the newly applicable provisions and the replaced

provisions, or by recodification of the official code that incorporates the approved amendment.

36-2.10 Annexation

A. **Applicability.** The City of Springfield may annex property in compliance with RSMo. 71.012.

B. **Review Criteria.** A request for annexation shall be reviewed according to the following criteria:

1. The annexation is reasonable and necessary for the proper development of the city; and

2. The City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, a notarized petition shall be submitted requesting annexation and shall be signed by the owners of all fee interests of record in all tracts of real property located within the area proposed to be annexed.

D. **Effect of Decision.** Annexations shall be approved by the City Council in the form of an ordinance and be effective after the date specified in the ordinance.

1. *Zoning Classification*. Upon annexation into the City of Springfield, such annexed territory shall retain its county zoning classification until City Council has had an opportunity to reclassify the territory properly under this chapter. Such zoning reclassification shall occur within 6 months of annexation.

2. *Building Permits*. The owner, lessee, or any other person, firm, or corporation owning, controlling, constructing, supervising, or directing the construction of any building or structure in the process of construction and which is incomplete at the time the land upon which it is situated is annexed into the City of Springfield may proceed with the construction, alteration, or completion thereof without obtaining a building permit from the Department of Building Development Services of the City of Springfield, provided a building permit has been legally obtained from the county in which the property is located and all conditions and requirements of the permit are met. If construction has not commenced prior to annexation, a permit shall be obtained from the Department of Building Development Services.

36-2.11 Historic Designations

A. **Intent.** The intent of this section is to:

1. Promote the designation and use of historic sites, historic landmarks, interior landmarks, and historic districts for the educational, cultural, economic, and general welfare of the public through the preservation, protection, and regulation of buildings, sites, monuments, structures, interiors, and areas of historic interest or importance within the city of Springfield;

2. Safeguard the city's historic, aesthetic, and cultural heritage as embodied and reflected in such improvements, landscape features, and districts;

3. Preserve and enhance the aesthetic quality of neighborhoods;

4. Stabilize, improve, and sustain property values;

5. Strengthen the city's economic base by the stimulation of conservation and reuse of historic structures;

6. Ensure the harmonious, orderly, and efficient growth and development of the municipality;

7. Foster civic pride in the beauty and the noble accomplishments of the past; and

8. Establish a visual archive of buildings, sites, monuments, structures, interiors, and areas of historic interest or importance within the city of Springfield which are slated to be removed from the landscape.

B. **Criteria.** Review bodies shall consider one or more the following criteria for designation of a historic site, historic landmark, interior landmark, or historic district under this section:

1. Has significant character, interest, or value as part of the city, region, state, or nation's history, or is associated with the life of a personality significant to the past.

2. Is the site of a historic event with a significant effect upon the development, heritage, or cultural characteristics of the city, region, state, or nation.

3. Exemplifies the cultural, political, economic, social, or historic heritage of the community.

4. Portrays the environment in the era of history characterized by a distinctive architectural style.

5. Embodies those distinguishing characteristics of an architectural type or engineering specimen.

6. Is the work of a designer or architect or contractor whose individual work has influenced the development of the city, region, state, or nation.

7. Contains elements of design, detail, materials, or craftsmanship which represent a style unique to the past.

8. Is a part of or related to a square, park, or other distinctive area and thus should be developed and preserved.

9. Represents an established and familiar visual feature of the neighborhood, community, or skyline, owing to its unique location or singular physical characteristics.

10. Is part of or related to a distinctive geographical area which should be developed or preserved according to a plan based on cultural, historic, or architectural motif.

11. Has yielded, based upon physical evidence, or is likely to yield information important to history or prehistory.

12. In addition, the Landmarks Board shall consider the site, structure, object, or district in light of its integrity of:
    a. Location;
    b. Design;
    c. Setting;
    d. Materials;
    e. Workmanship;
    f. Feeling;
    g. Association; and
    h. Its suitability for preservation and reuse.

C. **Designation.** In addition to general application procedures in Section 36-2.01, the specific procedures in Table 2-3 apply to designations of historic properties.

Table 2-3: Designation of Historic Property		
	Historic Site	***Landmark or District***
Nomination	▪ By resolution of LB, PC, or CC; ~~or~~ [1] **or** ▪ By owner	▪ By resolution of LB, PC, or CC; ▪ By owner; or ▪ By verified petition (district only) [2]
Notice	**Prior to submitting the nomination application to the Planning and Development Department, the preparer of the nomination shall notify the owner(s) of the site, landmark, or district 15 days in advance by certified mail of the proposed application site, landmark or district nomination. Such notice is not required if the preparer is the current property owner(s).**~~Certified mail to all property owners at least 15 days prior to a formal application to the Department of Planning and Development.~~ Forms supplied by city, and mailing done by city, but applicant shall supply letter, envelopes, and postage.	
Landmarks Board Hearing and Recommendations	~~A.~~ Public hearing 36-2.01.G ▪ Action according to 36-2.01.H at or within 28 days of hearing ▪ Recommendations to designate forwarded to City Council (see C.1 below) ▪ Failure to recommend designation is only forwarded to City Council on applicant's initiative and within 10 days of Landmarks Board action	
City Council Declaration of Intent to Designate	n/a	▪ Considered at its next regularly scheduled meeting ▪ Action according to 36-2.01.H (See C.2 below for effect of decision)
Planning & Zoning Commission Public Hearing / Recommendation	n/a	▪ Considered at its next regularly scheduled meeting; public hearing according to 36-2.01.G ▪ Action according to 36-2.01.H ▪ A protest may be filed according to 36-2.05.C
City Council Decisions	▪ Considered at its next regularly scheduled meeting; public hearing according to 36-2.01.G ▪ Action according to 36-2.01.H (See C.3 below for effect of decisions) ▪ A protest may be filed according to 36-2.05.C.8	
Notification of Designation	n/a	~~1.~~ Registered letter to all owners ▪ Notice to Landmarks Board and city departments. ▪ City Clerk shall file certified notification with Greene County Recorder of Deeds

[1] Owner consent is not a requirement prior to listing on the Springfield Historic Register.
[2] A verified petition of the owners or authorized agent requires at least 30% of the owners within a proposed district as measured by the land area of the property.

1. *Landmarks Board Recommendation.* The Landmarks Board recommendation to designate property shall include at a minimum the following items:
   a. A statement that the nominated property does or does not meet the criteria for designation;
   b. A statement of the attributes of the area or site as such attributes relate to and comply with the designation criteria;
   c. A statement of the significant exterior architectural features of the nominated historic site or historic landmark or interior landmark or types of significant exterior architectural features of structures within a nominated historic district that should be protected;
   d. A statement of whether, in the board's review, the designation is in compliance with prior actions of the City Council approving plans and programs. It shall be the duty of the PD Director to report to the Landmarks Board as to the existence of such plans and programs which might have application to the property proposed for designation and, further, to offer a professional opinion as to whether the proposed designation is in accordance with such plans and programs;
   e. A statement of the relationship of the nominated historic site, historic landmark, interior landmark, or historic district to the ongoing effort of the Landmarks Board to identify and nominate all potential areas and structures that meet the criteria for designation;
   f. A map showing the location of the nominated historic site, historic landmark,

interior landmark, or the boundaries of the nominated historic district;

g. A picture or pictures of the nominated historic site, historic landmark, interior landmark, or historic district;

h. A list of property owners of the historic site, historic landmark, interior landmark, or historic district and a statement that all owners of record have been notified of the Landmarks Board's consideration of the property for designation. Any correspondence – for or against – concerning property owners' stance on designation shall also be attached; and

i. A recommendation that the property should or should not be listed as a historic site, historic landmark, interior landmark, or historic district.

2. *Effect of Declaration of Intent to Designate a Landmark or District.* The declaration by the City Council of an intent to designate a historic landmark or district shall have the following effect:

a. No building or demolition permit shall be issued by the BDS Director for any alteration, construction, demolition, or removal of a nominated landmark or property within a nominate district until the final disposition of the nomination according to Table 2-3.

b. The BDS Director may approve permits necessary for the public health, safety, and according to sections D or E.

c. This delay and interim limitation shall not be longer than 180 days from the declaration of intent to designate.

This provision shall not apply to permits granted prior to the designation of a historic site or the declaration of intent to designate a historic landmark or district and shall not apply to interior alterations.

3. *Effect of Designation.* Upon the designation of a site, landmark, or district, no alteration of property or demolition shall occur except as permitted in Section 36-2.11.D.4.

This provision shall not apply to permits granted prior to the designation of a historic site or the declaration of intent to designate a historic landmark or district and shall not apply to interior alterations.

4. *Landmark & District Designation.* The designation of a historic district or landmark is intended to be an overlay zoning district and shall generally follow rezoning procedures after the declaration of intent to designate by the City Council. Designations may be accompanied by additional guidelines or standards specific to the landmark or district. The regulations imposed by the district shall be in addition to those regulations of the underlying zoning district.

5. *Rescind or Amendment of Decisions.* Any amendment or rescinding of a historic designation may occur in the same manner as the designation.

D. **Certificate of Appropriateness.**

1. *Applicability.* A certificate of appropriateness shall be required for exterior work on any new or existing structure or site designated as a historic site, landmark, or district, including:

a. Construction, alteration, or removal that requires a building or demolition permit.

b. A material change to the exterior appearance or significant exterior feature such as additions, reconstruction, or alteration, based on documentation designating the landmark or district.

c. Application of paint to previously unpainted brick or masonry surfaces or the application of stucco or siding.

d. Construction or enlargement of a driveway or parking area, or the erection of fencing.

e. Any public improvement which the PD Director determines would affect the landmark or historic district, whether conducted by a private party, the city, or other agency.

f. A material change to the interior appearance of existing structures, if a significant interior feature was listed in the nomination or designation, including additions, reconstruction or alterations.
g. This section shall not apply to:
   (1) Ordinary maintenance or repair;
   (2) Any structure or building less than 100 square feet on the premises of a landmark or in a district, such as animal enclosures, gazeboes, playhouses, greenhouses, and similar accessory structures; or
   (3) Temporary structures associated with a temporary event permit, provided it is removed at the conclusion of the event.

2. *Review Procedure.* Prior to any work on a designated site, landmark, or district an applicant shall consult with the PD Director to determine if a certificate of appropriateness is required.
   a. If required, an application shall be submitted to the PD Director. The PD Director may authorize the work administratively if:
      (1) The work does not require a certificate of appropriateness or otherwise does not have any effect on the designation; or
      (2) The work is for items that the Landmarks Board designated for administrative actions as part of the designations.
      (3) Administrative certificates of appropriateness are in addition to all other applicable permits required by the City.
   b. Denial of an administrative certificate may be appealed to the Landmarks Board, or if the PD Director determines that the work is beyond the authority of an administrative certificate, the PD Director shall forward the application to the Landmarks Board.
   c. The PD Director shall schedule a hearing at the next scheduled Landmarks Board meeting at least 15 days from a complete application or a determination that an action is not eligible for an administrative certificate.

3. Notice shall be posted according to 36-2.01.F.2.

4. The Landmarks Board shall review and take action according to 36-2.01.H. If the Landmarks Board denies the application, specific reasons shall be indicated in writing to the applicant with suggestions for appropriate changes.

5. *Review Criteria.* The Landmarks Board shall consider the following criteria for a certificate of appropriateness:
   a. Any design guidelines or standards that the Landmarks Board may establish and adopt.
   b. For new construction, the compatibility of the building or structure with historic aspects of the surroundings. It is not the intent of this section to discourage contemporary architectural expression or to encourage the emulation of existing buildings or structures of historic or architectural interest in specific detail.
   c. The Secretary of Interior's Standards for Rehabilitation as listed below:
      (1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
      (2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
      (3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
      (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
      (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
      (6) Deteriorated historic features shall be repaired rather than replaced.

Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

(7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(8) Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

(9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

d. For demolitions:

(1) The degree to which the proposed removal would disrupt the integrity and continuity of the historic landmark or historic district of which it is part.

(2) The nature of the resource as a representative type or style of architecture, socio-economic development, historical association, or other element of the original designation criteria applicable to the structure or site.

(3) The structural integrity and the extent of work necessary to stabilize the structure.

(4) The ability of the structure or site to produce a reasonable economic return on investment; however, this factor alone shall not be determinative but shall be considered along with all other criteria.

(5) The post-demolition plans for the site and the relation of those plans to the surrounding area.

e. For property designated as containing archeological resources:

(1) The applicant shall consult with the state historic preservation officer about any effect of the proposed actions, and what actions are necessary to preserve the site.

(2) Permanent preservation of the resources or recordation of the site as advised by the state historic preservation officer.

(3) Comments and recommendations of the state historic preservation officer shall be provided to the Landmarks Board as part of the application.

6. *Effect of Decision.*

a. If approved, work under a certificate shall commence within 180 days or the certificate shall expire. Failure to comply with a certificate of appropriateness and any conditions of the certificate is a violation of this code and may be enforced according to this chapter.

b. If denied,

(1) Within 15 days the applicant may appeal to the Board of Adjustment according to Section 36-2.08;

(2) Within 15 days the applicant may apply for a certificate of economic hardship according to subsection D;

(3) The applicant may resubmit an alternative proposal; or

(4) Upon the expiration of 60 days from the date of the application for a certificate of appropriateness for a historic site, the BDS Director shall grant the building permit, subject to the requirements of any applicable provisions of the code regulations.

c. If the request is for demolition,
   (1) The applicant may wait 180 days for a landmark or district, or 60 days for a site, at which time the demolition permit shall be issued.
   (2) The Landmarks Board may request that the City Council extend the delay another 120 days.
   (3) During the delay the Landmarks Board shall take steps it deems necessary to preserve the structure, including consultation with civic groups, public or private agencies, and interested persons to consider preservation, acquisition, or relocation strategies for the structure.

E. **Certificate of Economic Hardship.**

1. *Applicability.* As an alternative to, or upon denial of, an application for certificate of appropriateness, an owner may apply for a certificate of economic hardship to authorize work on a historically designated property.

2. *Review Procedures*. An application for a certificate of economic hardship shall be filed with the PD Director.
   a. The PD Director shall schedule a public hearing before the Landmarks Board at the first scheduled meeting at least 15 days after a complete application.
   b. Notice shall be posted according to Section 36-2.01.F.2.
   c. The Landmarks Board may act on the application according to Section 36-2.01.H.
   d. The Landmarks Board may solicit expert testimony or require that the applicant submit information concerning the criteria in subsection E.3.
   e. The Landmarks Board shall issue a certificate of economic hardship if it determines the property, or structure has degenerated beyond feasible limits for rehabilitation or rehabilitation is impracticable and there is an economic hardship.

3. *Review Criteria.* Applications for a certificate of economic hardship shall be reviewed according to the following criteria:
   a. Estimate of the cost of the proposed work and an estimate of any additional cost that would be incurred to comply with any conditions of the Landmarks Board necessary for a certificate of appropriateness.
   b. A report from a licensed engineer or architect with experience with historic property rehabilitation as to the structural soundness of any structures and their suitability for rehabilitation.
   c. A report from a state-certified real estate appraiser as to the estimated market value of the property in its current condition, after completion of the proposed work, after any changes recommended by the Landmarks Board, and, in the case of a proposed demolition, after renovation of the existing property for continued use.
   d. In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional, experienced with historic property rehabilitation, as to the economic feasibility of rehabilitation or reuse of the structure.
   e. If the property is income-producing, the annual gross income from the property, itemized operation and maintenance expenses, and depreciation deduction and annual cash flow before and after debt service for the previous two years.
   f. All appraisals obtained within the previous two years in connection with the purchase, financing, or ownership of the property.
   g. Any listing of the property for sale or rent, price asked and offers received within the previous two years.
   h. Assessed value of the property according to the two most recent assessments.
   i. Real estate taxes for the previous two years.
   j. Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other entity.
   k. Amount paid for the property, date of purchase, and the party from whom purchased, including a description of the relationship between the owner of

record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.

l. Annual debt service for the previous two years.

m. Any consideration by the owner as to profitable adaptive uses for the property.

n. Replacement construction plans for the property. Post-demolition plans shall include drawings or sketches with sufficient detail to show the exterior appearance and architectural design of the proposed building or use but are not required to contain completed construction documents.

o. Financial proof of the ability to complete the replacement project, which may include a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution.

p. Any other information considered necessary by the Landmarks Board to determine whether the property may yield a reasonable return to the owners.

4. *Effect of Decision.* If approved, the BDS Director shall issue a building or demolition permit for the proposed work unless there is an appeal. A decision by the Landmarks Board may be appealed to the Board of Adjustment within 15 days of the decision according to Section 36-2.08.

36-2.12 Street Name Change

A. **Applicability.** Procedure for changing names of streets. Before the name of any public street is changed, there shall be public notice of such proposed change and public hearings shall be held in accordance with the following procedures:

1. All such changes shall first be considered by the Planning and Zoning Commission at a public hearing.

B. **Notice.** Prior to the public hearing before the Planning and Zoning Commission, notices of such hearing shall be posted in the area where the name change is to take place, which notice shall set out the time, date and location of the public hearing, giving at least 15 days' notice of the hearing. Such notices shall be conspicuously displayed by posting the notice on the city right-of-way.

C. **Public Hearing.**

1. The Planning and Zoning Commission of the city shall hold its public hearing on the name change and shall submit its recommendation to the City Council.

2. Thereafter, the City Council shall hold a public hearing on the proposed name change, giving at least 5~~five~~ days' notice of the public hearing in accordance with the provisions set forth in this section. After holding the public hearing, the City Council may, in its discretion, change the name and shall give notice of such change to the post office and other appropriate public officials.

36-2.13 Street Vacation

A. Any person owning any real estate within the city which has been subdivided by a duly recorded plat may petition the city to vacate the subdivision, or any part thereof, giving a distinct description of the property to be vacated and the names of the owners thereof with proof of their ownership; and any person owning property abutting upon any alley, street, common or public square, or any part thereof, may petition the city to vacate all or any part of the alley, street, common or public square, giving a distinct description of the property to be vacated and the names of the owners of the property abutting thereon. A petition to vacate such land shall be filed with the city clerk and referred to the Planning and Zoning Commission for consideration. Thereupon, the Planning and Zoning Commission shall cause notices of the proposed vacation to be posted in at least three

prominent places in the vicinity of the area to be vacated and the petitioner shall cause a notice of the proposed vacation to be published in the daily newspaper having the greatest number of paid subscribers in the city at least 30 days prior to the public hearing, which newspaper shall meet the requirements of RSMo. 493.050. No vacation shall take place until the petitioner shall have filed with the executive secretary of the planning and zoning commission proof that notice has been given of such vacation as required in this section, except in no event shall the failure of the Planning and Zoning Commission to post the property in any way affect the validity of the vacation, it being intended by the City Council that the legal notice for such vacation shall be solely by newspaper advertisement and that other advertisements shall be for informational purposes. In addition to the methods established by this section for notice, the City Manager shall endeavor to cause notices of such vacations to be circulated in the area in accordance with rules to be adopted by the City Manager, which rules should be filed with the executive secretary of the Planning and Zoning Commission; provided, however, the failure to give such notice shall in no way affect the validity of the vacation.

B. **Consent of Property Owners to Vacation.** A street or alley shall not be vacated unless the consent of the persons owning two-thirds of the front feet abutting on the portion of the street or alley to be vacated shall be obtained therefor, nor shall any subdivision or part thereof be vacated unless the consent of all the owners thereof shall be obtained therefor, which consent, whether for vacation of a street or alley or a subdivision, shall be in writing and acknowledged and proof of such consent furnished to the executive secretary of the Planning and Zoning Commission.

1. *Forwarding of Petition for Vacation to Planning and Zoning Commission.* Upon receipt of a petition for vacation, the executive secretary of the Planning and Zoning Commission shall forward a copy of the petition to the planning and zoning commission for its approval or disapproval of the proposed vacation as required by Section 11.7 of article XI of the Charter. The city shall not vacate any area until the Planning and Zoning Commission shall have acted thereon in accordance with the provisions of Section 11.7 of the Charter.

C. **Action on Petition for Vacation; Protests.**

1. An area shall not be vacated for at least 15 days following the posting of notice or the first publication thereof as provided in notice of proposed vacation. After the 15-day period, the Planning and Zoning Commission may proceed to vacate the area sought to be vacated with such restrictions and reservations as it may deem for the public good, provided the conditions set forth in this article have been satisfied, unless written opposition shall have been filed with the city clerk by a person owning property abutting on any alley, street, common or public square, or part thereof, proposed to be vacated, within the 15-day period. If an objection is filed within the 15-day period, the Planning and Zoning Commission shall not act to vacate any such area until an additional period of 30 days shall have passed, when, if the objector shall consent to the vacation, in which case the planning and zoning commission may vacate the area as provided in this article.

2. Prior to vacating the land, the Planning and Zoning Commission shall make the following determinations:
    a. All property owners adjacent to the street, alley or public way or within the subdivision have access to another street, alley or public way.
    b. Two-thirds of the property owners adjacent to the street, alley or public way to be vacated have given their consent to the vacation, or, if the request is for the vacation of a subdivision, all of the property owners have given their consent.
    c. The retention of the street, alley, public way or subdivision serves no useful purpose.
    d. The vacation will not affect the ability to use utilities, public or private.

3. If the Planning and Zoning Commission finds that all conditions set forth in subsection 2 of this section have been met, then the Planning and Zoning Commission may adopt a resolution vacating the area. If the Planning and Zoning Commission does not adopt a resolution vacating the area, the applicant may request that the city council hear the

request for vacation, provided a request for review is filed within 15 days with the City Clerk from the date the Planning and Zoning Commission denies the request. If the Planning and Zoning Commission approves the request to vacate, any person objecting thereto may petition the city council to review the request to vacate by filing an appeal within 15 days with the city clerk from the date the resolution was passed by the Planning and Zoning Commission. If the objector shall not have consented, the city council may approve the vacation, as provided in this section, only upon a finding that the public interest requires such vacation despite the objections thereto. Any person aggrieved by a decision of the City Council shall appeal to the county circuit court within 30 days after a decision is rendered by the City Council in accordance with the procedures set forth in **Chapter 536,** RSMo ~~ch. 536~~.

Article 3. Subdivision & Community Design

36-3.01 Intent
36-3.02 Applicability
36-3.03 Streets
36-3.04 Civic & Open Spaces
36-3.05 Blocks & Lots
36-3.06 Required Improvements

36-3.01 Intent

The intent of this article is to:

A. Coordinate the land use, site development, and subdivision of land in the city at the initial stage and at the largest scale of development that is practical.

B. Implement the vision and recommendations in the comprehensive plan through context-based standards that integrate development patterns and public investments within the distinct placetypes.

C. Establish standards and ensure performance criteria for proper capacity of infrastructure including streets and transportation facilities, emergency services, stormwater drainage, water, sewerage, parks, and schools.

D. Comply with other federal and state laws impacted by development, including flood control and flood loss mitigation, historic preservation, and environmental protections.

E. Coordinate different development projects into efficient and compatible development patterns across areas and over time, so that all are capable of being served with adequate public facilities and services.

36-3.02 Applicability

The provisions of this chapter apply to all site development activities, establishment or changes in uses of land, construction or modification of buildings or structures, development and redevelopment of property, and subdivisions of land within the city, including land annexed into the city after the effective date of adoption.

A. **Recording of plat. No property description of any subdivision shall be entitled to be recorded in the county recorder's office or have any validity until it shall have been approved in the manner prescribed herein. In the event any such unapproved property description is recorded, it shall be considered invalid and the city attorney may cause proceedings to be instituted to have such plat or deed declared invalid.**

B. **Sale of land in subdivision. No owner or agent of the owner of any land shall transfer, sell, offer, or agree to sell any land by reference to, exhibition of, or use of a property description, nor shall any person purchase such land or agree to purchase such land before such property description has been approved and recorded in accordance with**

these regulations.

C. **Revision of plat after approval. No changes, erasures, modifications, or revisions shall be made in any final plat of a subdivision or in any metes and bounds description after approval has been given under the provisions of these regulations.**

D. **Violations of the subdivision regulations are subject to enforcement under Section 36-1.07.**

36-3.03 Streets

A. **Design Objectives.** The street design standards have the following design objectives:

1. Emphasize street design as a key determinant of community image and the unique identity of different places within Springfield.

2. Ensure the proper arrangements of blocks and lots to coordinate long-term growth and development of the community.

3. Plan street networks to connect to adjacent development and future development areas at regular intervals, provide multiple connectivity options, and avoid over capacity traffic on streets that become barriers.

4. Build complete and multi-modal networks of well-connected streets, trails, and paths to improve the access, capacity, safety, and efficiency of transportation systems.

5. Use street design to enhance the community character in distinct places, and to better support development patterns and uses abutting the streets.

6. Design streets to provide safe and reliable traffic flow while accounting for safety and access of all potential users of the streets, including pedestrians, bicycles, automobiles, trucks, and transit.

7. Coordinate open and civic spaces with street networks to leverage valuable development patterns and maximize the civic design impacts of infrastructure investments.

8. Incorporate stormwater infrastructure in landscaped areas to retain, infiltrate, and filter stormwater runoff from streets and sidewalks.

B. **Street Network.** Streets shall be laid out according to the city's policies for development, streets, and open spaces. In the absence of more specific or updated guidance in these plans or from specific area plans, the following standards shall apply to all new street networks, public or private:

1. *Blocks & Connectivity.* Streets shall be laid out to provide a network of streets and blocks based on the planning context and development pattern as identified in Table 3-1:

Table 3-1: Block Sizes & Street Connectivity

Planning Context	Block Size	Closed-End Street Limits
Compact, Walkable – High Connectivity *Downtown, near downtown areas, and walkable commercial and mixed-use areas, typically in the following placetypes: Downtown; Mixed Use; Mixed Residential.*	150' min. 500' max. 4 ac. max.	Prohibited

General Neighborhoods & Corridors – Moderate Connectivity *Walkable mixed-density urban and suburban neighborhoods and other areas supporting commercial corridors or employment areas outside walkable centers, typically in the following place types: Traditional Residential Neighborhood, Center City Neighborhood, Mixed Residential, City Corridor, Institutional & Employment Center.*	200' min. 800' max. 7.5 ac. max.	800' [1]~~per Exceptions in Section B.2 only~~
Campus, Rural, or Remote Areas – Low Connectivity *Limited to areas of low intensity/density uses with limited access needs or large-scale uses with internal circulation, where disrupting the development patterns and street network is justified, typically in the following place-types: Institutional & Employment Center, Business Flex, Industry & Logistics, rural/ undeveloped areas, or to account for large urban green space & recreation areas.*	250' min. 1,320' max. 12 ac. max.	800' max.

[1] See Exceptions Section 36-3.03.B.2

Figure 3-1 Connectivity & Block Sizes. Street networks shall be based on maximum block sizes (length between centerlines of perimeter streets and area) and stub to adjacent property at a frequency sufficient to create connected networks unless exceptions justify not connecting.

2. *Exceptions.* Street connectivity and blocks may only exceed the acre or block length maximums in Table 3-1 based on the following exceptions:
   a. *Natural Features, Open Spaces, or other Civic Spaces.* Blocks or parcels abutting or containing important natural features, topographical constraints, or open spaces may be modified provided the proposed street layout preserves these features and integrates them into public or community open space design for the area.
   b. *Regional Transportation Routes.* Blocks or parcels abutting significant regional transportation routes that impede local network connectivity, such as highways or rail right-of-way, may be modified provided the street layouts and development patterns achieve local connectivity in all other ways possible, including street stubs, bike routes, and pedestrian paths.
   c. *Rural Parcels.* Tracts divided into lots of at least three acres for rural, agriculture, or very low-intensity development may exceed the block limits,

provided they are designed to allow future streets in compliance with these regulations and permit a logical pattern of re-subdivision with minimal disruption of existing or planned buildings, utilities, and other structures.

d. *Oversized Parcels.* Where oversized parcels are platted for special land uses or development patterns that accommodate large-scale buildings, such as campuses, employment centers, or regional commercial areas, platted blocks may be larger provided private internal access lanes match the block structure of Table 3-1. Private internal access lanes shall provide streetscape and design amenities~~y~~**, such as streetscapes, sidewalks, and on-street parking,** similar to the street design types in this section and create logical extensions and connections to the public street network beyond the project. [See Section 36-7.03.B.3].

Figure 3-2 Private Streetscapes Private internal access lanes shall be used to mimic public street networks and streetscapes for over-sized parcels and large-scale development (36-3.03.B.2.d).

e. *Closed-end Streets.* In any case where streets are not required to connect by these standards or are justified by these exceptions, alternative designs such as loops, courtyard layouts, or closes are preferred over dead ends and cul-de-sacs. In all cases, closed-end streets shall be no more than 800' and have no more than 30 dwelling units per access point. All streets that end in dead end shall have a cul-de-sac or turnaround as required by Chapter 98 and the applicable Public Works Design Standards and Technical Specifications, or as required to meet any public safety requirement.

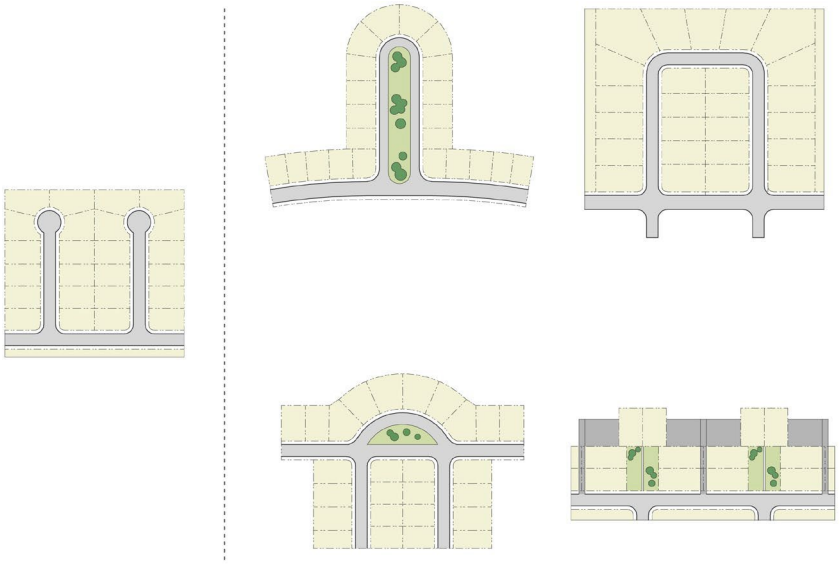


Figure 3-3 Disconnected Street Options. Where streets will not connect, blocks and lots should be laid out to limit the need for cul-de-sacs and maximize other options such as loops, closes, eyebrows and courtyard patterns. (36-3.03.B.2.e)

f. *Area Plans.* A specific street network plan approved by the City through the planned zoning process in Section 36-2.06 or similar planning initiative for a connected local network for a significant area beyond individual projects may provide different connectivity provided there are sufficient external connections to the surrounding transportation system and the design meets the intent and design objectives of this section.

3. *Pedestrian & Bicycle Connections.* In any case where exceptions for larger blocks apply, or any other area where pedestrian and bicycle connections are important, the City may require walkways, passages or trails through blocks or at the end of any closed end streets to provide pedestrian or bicycle connections to important destinations such as schools, parks, trail systems, community centers, or similar destinations. Connections shall meet either the pedestrian and bicycle portions of the streetscape standards in subsection C, or the civic and open space standards in Section 36-3.04.

Figure 3-4 Walkways and Bicycle Routes Where streets will not connect or where larger blocks are platted, connections for pedestrians or bikes may be required through blocks or at the ends of disconnected streets. (36-3.03.B.3).

4. *Street Connections.* Streets shall be planned to provide continuation to adjacent areas at intervals that result in blocks meeting the standards in Table 3-1, unless justified by an exception in subsection B.2.
   a. The City may require dedication of right-of-way and construction of streets extended to the boundary line of the property to be subdivided. Alternative arrangements for location of streets to coordinate with anticipated future development of adjacent areas, and timing of construction of streets may be delayed to the time of development if all lots have frontage and access to public streets and alleys.
   b. Subdivisions that are a portion of a larger development area or adjacent to potential future development shall require a mapped conceptual street network for the larger development area or adjacent property with a preliminary plat. The mapped conceptual street network shall address connection of major or

connector streets, potential layout of local streets and blocks, and the position of external connections to the property.

5. *Intersections.* Intersections of streets, corner curb radii, and crosswalks shall be designed according to the Public Works Design Standards and Technical Specifications and any other formal guidance, plans, or manuals approve by the PW Director, and shall be implemented according to context and placetypes to balance multiple modes of transportation and urban design characteristics.
   a. Streets shall be laid out to intersect as near as possible to right angles, and intersections less than 75 degrees are generally not acceptable.
   b. Diagonal or irregular streets should curve to align with appropriate angles for at least 100 feet approaching intersections.
   c. Intersections should be aligned with existing cross streets on the opposite side of the street. When not applicable the PW Director shall determine the acceptable street alignments in accordance with governing documents.
   d. Intersections of more than two streets at one point are not acceptable, except where alternative configurations better correspond to topography and natural features, implement traffic calming (such as roundabouts or other verified techniques), or create gateways and focal points in the network.

6. *Right-of-Way Widths.* **The arrangement, character, extent, width, grade, and location of all streets shall conform to the official map and master plan and shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by such streets. Where not shown on the official map or master plan, the arrangement and other design standards of streets shall conform to the provisions found herein.**

   a. **Right-of-way can be appealed to the Administrative Review Committee (ARC). Should the ARC determine that right-of-way width at the time of platting or development may be reduced because less right-of-way than set out herein will meet the needs for transportation, access, utilities, and future planning, it shall determine the amount the width may be reduced and include such on the preliminary plat to be approved by the Planning and Zoning Commission or a certificate to be filed in the Greene County Recorder's Office. If the subdivider disagrees with the right-of-way width set by the ARC, the subdivider may file an objection with the preliminary plat to be reviewed by the Planning and Zoning Commission, or to the certificate prior to filing and the Planning and Zoning Commission shall determine if the criteria for the reduction of right-of-way exists and what reduction in right-of-way, if any, may be allowed. A reduction in right-of-way width shall be deemed approved by the City Council upon its approval of the streets and easements set out on the preliminary plat. Additional right-of-way above what is required herein shall not be required except where the Director of Public Works determines the need for more and City Council approves.** The minimum right-of-way widths required shall be as follows:

Table 3-2: Right-of-Way Widths

Street Type	Minimum Width*
Expressways	130'
Arterials – High, Mid	100'
~~***System Collectors***~~***Arterials - Low***	70'
~~***Residential***~~ ***Collectors / Local High-Activity***	60'
Local Low-Activity	50'
Alleys	20'

Downtown Streets	**

* If no subdivision activity is taking place and the existing right-of-way is less than the minimum requirement, all new improvements shall be at least 50% of the required width from the centerline of the existing right-of-way.

** Right-of-way may be required as necessary to accommodate public infrastructure as per a street typology, adopted street plan, or planned capital improvement.

7. *Sight Distances*. Where a driveway intersects a public or private right-of-way or where property abuts the intersection of two public or private right-of-way, clear sight distance must be provided within the sight triangle area on the property adjacent to the intersection as specified in the Public Works Design Standards and Technical Specifications.
   a. *Sight Distance Analysis for Site Plans.* For all developments requiring a site plan, the applicant shall have a Professional Engineer perform a field analysis and determine the sight distance in accordance with the applicable standards.
   b. *Sight Distance for Standalone Driveway Permits.* As part of the permitting of driveways, the City Traffic Engineer shall determine the sight distance in accordance with the applicable standards.
   c. *Obstruction Prohibited.* No structures, fences, landscaping or any other object within the sight triangle area can obstruct or obscure sight distance visibility by more than 25% of the total view in the vertical plane within the sight triangle area between a height of 2.5 and 8 feet above the roadway surface.
      (1) No building, ground sign, or other type of solid physical obstruction shall be placed within the triangle.
      (2) Fences that maintain the required transparency may be permitted within the triangle.
      (3) Street trees, light poles, hydrants, or other limited narrow obstructions are allowed within the sight triangle provided they do not have any high- profile appendages, foliage, limbs, or other obstructions between 2.5 and 8 feet and are spaced to not collectively create an obstruction.
      (4) Landscape, plants, and groundcover may be planted in the triangle, provided it does not exceed 2.5 feet from the elevation of the adjacent street surface.
      (5) The 25% requirement may be reduced if the PW Director determines that additional sight distance visibility is needed to protect public safety.
   d. *Controlled Intersections.* Fully controlled intersections where signalization establishes and prioritizes safe turning movements may deviate from the above sight triangle standards if site conditions warrant and based upon a recommendation of the PW Director.
   e. *Easements Required.* For all commercial zoned developments and any developments on arterials, the sight distance triangle shall be placed in a sight distance easement or clear sight easement allowing the City to access and remove any physical items prohibited or causing a reduction in sight distance.
   f. *Right-of-Way Triangles*. Right-of-way triangles are required to be dedicated at the time of any subdivision activity at the intersection of streets and alleys as specified in Table 3-3. If no subdivision activity is taking place, all new improvements shall be outside the required right-of-way triangle. The site distance easement may overlap the right-of-way triangles.

Table 3-3: Right-of-Way Triangle Requirements

Intersection of	*Expressway*	*Arterial – High, Mid*	*Arterial – Low and System Collector*	*Residential Collector / Local High-Activity*	*Local Low-Activity / Alley*
Expressway	A	A	A	B	B

Arterial	A	A	~~A~~B	B	~~B~~C
System Collector	A	B	B	~~B~~C	C
Residential Collector / Local, High-Activity	B	B	~~B~~C	C	C
Local, Low Activity	B	C	C	C	C

A = 70' x 70' ROW triangle
B = 30' x 30' ROW triangle
C = 10' x 10' ROW triangle
Measured from the intersection of the projected minimum required right-of-way width in Section 36-3.03.B.6

8. *Stormwater.* Green infrastructure strategies such as bioretention, permeable paving, and other similar strategies shall be integrated with the design of the street.

C. **Street Design & Street Types.** New and reconstructed streets shall reinforce the placetype, reflect the character of the area, and support the anticipated land uses on abutting blocks and lots. Design and construction must comply with the Public Works Design Standards and Technical Specifications. This section establishes a context-based approach that coordinates planning and urban design with engineering standards through Street Design Types and the Streetscape Kit of Parts. Street types complement, and do not override, the functional classifications and access management requirements of Chapter 98 of the City Code.

1. *Street Design Types.* Each functional classification may apply one or more Street Design Types, as outlined in the Public Works Design Standards and Technical Specifications, so that streetscape and operational features support the surrounding context, intended use, and area character. Numeric dimensions, material specifications, and performance targets, including the target operating speed, are set in the Public Works Design Standards and Technical Specifications. The PW Director may approve alternatives that demonstrate equal or better safety and access outcomes and document the basis for the decisions.

Table 3-4: Street Design Types & Classification

Street Design Type	***Expressway***	***High Type Arterial***	***Mid Type Arterial***	***Low Type Arterial***	***System Collector***	***Residential Collector***	***Local Street***	***Alley***
Pedestrian / Mixed Use	NU	NU	NU	LU	AU	AU	AU	AU
Parkway / Bikeway	NU	LU	LU	LU	AU	AU	AU	NA
Neighborhood	NU	NU	NU	LU	AU	AU	AU	NA
Standard / Trafficway	LU	AU	AU	AU	AU	LU	L~~S~~U	NA
NU	Not allowed in typical street classification							

LU	Limited use in specific application, based on context and specific localized transportation plan
AU	Applicable for use in most instances, but must be based on context and specific transportation plan
NA	Steet type is not applicable for street classification in most typical applications

a. *Pedestrian / Mixed-use.* Streets that prioritize walking and frontage activity in areas with a well-connected network and active ground floor uses. Designs use speed management, continuous sidewalks, frequent and safe crossings, and amenity zones that support businesses and street life. Parking and loading are provided where needed to support adjacent uses, but they do not reduce pedestrian, bicycle, or transit priority. Dimensions and performance targets are set in the Public Works Design Standards and Technical Specifications.

(1) *Required Elements.*
- (a) Sidewalk on both sides with accessible connections
- (b) Amenity and furnishing zone on both sides that supports trees, lighting, street furniture, art, and other public amenities.
- (c) Frequent marked and enhanced pedestrian crossings and safety measures
- (d) Speed management and traffic calming treatments to achieve a target speed that is reasonably safe for pedestrian interactions and proximity to vehicular traffic.
- (e) Bicycle accommodation appropriate to the network plan, separated where volumes or speeds warrant. Bicycle docks or limited bicycle areas near heavy pedestrian movements is appropriate.

(2) *Conditional Elements.*
- (a) On street parking or signed loading in designated curb zones where it supports frontage uses. Parking is not considered a priority in this street type and
- (b) Curb extensions at intersections and midblock where feasible
- (c) Transit stop amenities where routes operate, including accessible pads and shelters
- (d) Green infrastructure in medians or furnishing zones where site conditions allow.

(3) *Access and Operations.*
- (a) Driveways shall be very limited and consolidated where appropriate.
- (b) Curb use managed to prioritize pedestrian movement, bicycle safety, transit, and loading, in that order
- (c) Any exception must document equal or better safety and access outcomes and be approved by the PW Director.

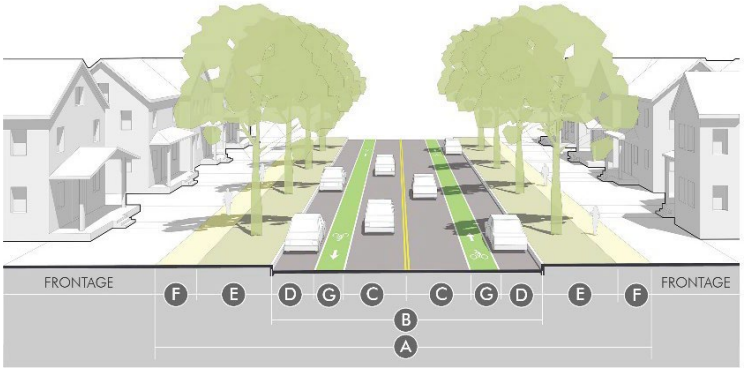
Pedestrian / Mixed-use

b. *Parkway / Bikeway.* Multimodal corridors with a higher level of civic design and landscape that connect gateways and signature routes. Designs provide continuous and separated bicycle and pedestrian facilities, strong access management, and speed control that supports safe and comfortable travel for all users. Dimensions and performance targets are set in the Public Works Design Standards and Technical Specifications.

(1) *Required Elements.*
- (a) High comfort bicycle facility that is physically separated from traffic, or a shared use side path, continuous along the corridor and connected at intersections
- (b) Sidewalk on both sides, or one sidewalk plus a shared use side path, with accessible connections
- (c) Target operating speed established with geometric design that supports that target speed for appropriate uses and traffic volumes
- (d) Signature landscape in medians, parallel to the street, and significant to the total section of street right of way.
- (e) Access management with median control and driveway spacing to promote multimodal functionality and safety.
- (f) Marked crossings with refuge islands or other protection that promotes pedestrian activity and connectivity
- (g) Pedestrian scale and roadway lighting that supports visibility and personal security.

(2) *Conditional Elements.*
- (a) Transit stop pads, shelters, and where applicable, bus bulbs or floating stops adjacent to separated bikeways
- (b) Roundabouts or other intersection forms where they improve safety and gateway character
- (c) Green infrastructure within medians or furnishing zones where site conditions allow
- (d) Wayfinding, public art, and gateway features at designated locations
- (e) On street parking only in defined nodes where it does not reduce safety or the function of separated facilities

(3) *Access and Operations.*
- (a) Curb use managed to prioritize bicycle and pedestrian safety, transit operations, loading, then general parking
- (b) Driveways limited, consolidated, and designed for slow entry to prevent multimodal conflict points
- (c) Design must accommodate emergency and necessary freight vehicles without degrading safety for people walking or bicycling.



Parkway / Bikeway

c. *Neighborhood.* Streets that support neighborhood livability by keeping speeds low, providing continuous sidewalks, and establishing a comfortable walking environment. Designs balance walkability, landscape, and local vehicle access, using traffic calming and managed curb use to maintain a quiet, low stress street. Dimensions and performance targets are set in the Public Works Design Standards and Technical Specifications.

(1) *Required Elements.*

(a) Sidewalk through zone on at least one side of the street with accessible connections

(b) Street trees incorporated throughout and desired to line both sides of the street

(c) Speed management and traffic calming treatments to achieve the target operating speed

(d) Bicycle accommodation appropriate to the network plan, shared lanes on very low speed local streets or separated facilities on neighborhood collectors as warranted

(2) *Conditional Elements.*

(a) On street parking on one or both sides where it supports neighborhood needs and maintains emergency access

(b) Curb extensions, mini circles, chicanes, speed humps, speed cushions, or other practical traffic calming to slow speed and add quality of place.

(c) Green infrastructure within furnishing zones or curbside modules where site conditions allow

(d) On street accessible spaces where warranted

(3) *Access and Operations.*

(a) Driveways limited and consolidated

(b) Intersections designed for compact turning with clear sight and yield control to prioritize pedestrian safety, bicycle comfort, and access for residents and services

(c) On street parking supports neighborhood activity but is not intended to be the sole parking supply for residences

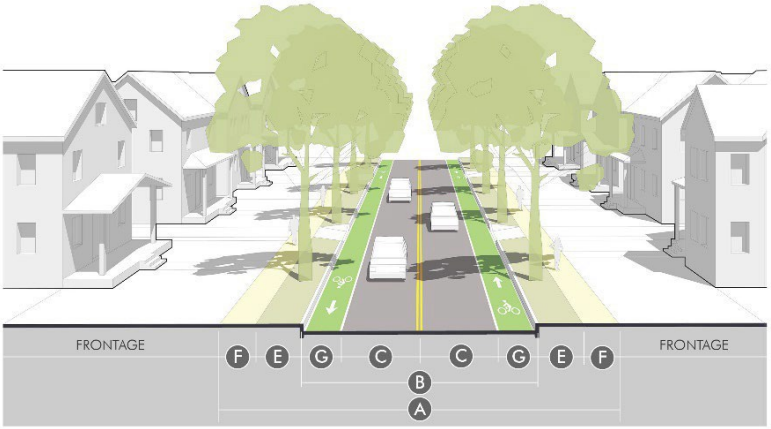
Neighborhood

d. *Standard / Trafficway.* General purpose corridors that provide movement and access where no other design type applies. Designs provide pedestrian access, bicycle accommodation per the network plan, and safe and efficient operations for all users. Dimensions and performance targets are set in the Public Works Design Standards and Technical Specifications.

(1) *Required Elements.*
- (a) Sidewalk on both sides of the street
- (b) Bicycle accommodation per the network plan, which may include buffered or separated lanes or a shared use side path as warranted by volumes and speed
- (c) Target operating speed established in the Standards with geometry that supports that target speed
- (d) Access management with driveway spacing, median control, and turn management per Chapter 98 and the Standards
- (e) Marked crossings and traffic control per MUTCD with visibility and protection features as warranted
- (f) Roadway and pedestrian scale lighting that supports visibility and personal security

(2) *Conditional Elements.*
- (a) Medians, turn pockets, or two way left turn lanes where safety and access require
- (b) Transit stop pads, shelters, and related amenities where routes operate
- (c) On street parking only where it does not reduce safety or operations and where curb use is managed
- (d) Green infrastructure and street trees where site conditions allow and sight distance is maintained
- (e) Freight and emergency design accommodations per the Standards

(3) *Access and Operations.*
- (a) Curb use managed to prioritize safe pedestrian and bicycle movement, transit operations, loading, then general parking
- (b) Driveways limited and consolidated. New or modified driveways must allow slow entry and exit and preserve pedestrian and bicycle priority where applicable



Standard / Trafficway

2. ***Complete Street Guidelines.*** Based on actual right-of-way conditions and functional class needs, specific street cross sections shall be assembled using the Complete Street Guidelines in Table 3-5. The table identifies general performance characteristics for each street element and identifies the design types to which each is most applicable. Final approval and application of cross sections is subject to approval of the PW Director.

Table 3-5: Complete Street Guidelines

Key:
■ Typically applied to this design type
O Optional; applied based on space allowances and specific priorities
L Limited; generally not applied but may be used to specific circumstances
- Generally avoid.

Street Element	Size	Context & Application	Pedestrian / Mixed-use	Parkway / Bikeway	Neighborhood	Standard /Trafficway
Travel Lanes	>12'	High-speed/volume; generally, avoid on city streets	-	-	-	L
	11'	Applicable on major streets or routes with frequent truck or transit vehicles	-	L	-	■
	10'	Generally applicable on all city streets with through traffic	■	■	L	■
	9'	Limited to low-volume streets, slow-speed streets, or constrained ROW	L	-	■	-
	12' – 17' yield lanes	Limited to slow, low-volume streets in well-connected networks, where occasional queuing areas allow two cars to pass	-	-	■	-
Bicycle Lanes	n/a	Low-speed/volume streets where bicycles can mix with travel lanes. (< 20 mph)	■	-	■	-
	4' – 6' lane	Low-speed streets or constrained ROW (< 35 mph)	L	■	■	L
	7'-10' protected lane	Important bike routes or higher speed streets (typically >35 mph); 2' – 4' protected buffer; 4' – 8' bicycle travel way	-	■	-	■
	Off street	High-speed/volume (typically >45 mph); or portions of trail systems.	O	■	O	■
Parking	6' – 7'	Limited to low-volume residential streets	L	L	■	-
	7' – 8'	Generally applicable to all residential and commercial areas where parking is necessary.	■	C	L	L
	14' – 22' angled	Limited to high-activity streets to maximize parking; depth depends on angle of parking and other traffic circumstances	■	L	-	-
Landscape Area	2' – 8' amenity zone / attached sidewalk	Walkable areas (typically paired with on-street parking) where hardscape, landscape, and street furniture extend sidewalks	■	L	L	-
	>8' amenity zone / attached sidewalk	Used for high-activity streets that prioritize social space in streetscapes (*e.g.* sidewalk dining, mini-courtyards)	■	L	-	-
	1' – 4' landscape area	Avoid – difficult to grow and maintain plants or trees	-	-	-	-

Table 3-5: Complete Street Guidelines

Key:
■ Typically applied to this design type
O Optional; applied based on space allowances and specific priorities
L Limited; generally not applied but may be used to specific circumstances
- Generally avoid.

Street Element	Size	Context & Application	Pedestrian / Mixed Use	Parkway / Bikeway	Neighborhood	Standard /Trafficway
	5' – 6' tree strip	Limited to constrained ROW; understory trees only	L	L	L	L
	7' – 8' tree strip	Generally applicable, sufficient for large ~~shade~~overstory trees	C	■	■	■
	8' – 12' tree strip	High-volume streets or where no on-street parking exists to provide greater pedestrian buffer; or neighborhood streets with higher urban design amenity	L	■	■	■
	>13' tree strip	Signature streets for enhanced landscape amenities; space can be shared with or shifted to medians' and may meet Open & Civic Space system credits (See 36-3.04.)	L	■	■	■
	10' – 20' Median	Signature streets for enhanced landscape; can be accompanied with turn lanes and/or mid-street pedestrian refuge at intersections	C	O	O	O
	>20' Median	Signature streets or to add amenity to major high-volume streets; may meet Open & Civic Space system credits (See 36-3.04.)	C	O	O	O
Sidewalks	4' or one side	Avoid – constrained ROW only	-	-	-	-
	5'	Minimum, generally applicable standard; typical on neighborhood streets	-	-	■	L
	6' – 8'	Minimum for non-residential streets (if combined with amenity zone), and priority routes in neighborhoods (e.g. routes to schools, parks, or other destinations)	L	■	■	■
	8' – 10'	Typical on non-residential streets; minimum for walkable areas (if combined with amenity zone); or higher density neighborhoods	■	■	■	■
	>10'	Signature streets in walkable areas, where social spaces are desired in streetscapes, or as a multi-use bicycle / pedestrian path in other contexts	■	■	O	O

3. *Typical Cross Sections*. The cross sections ~~found in Appendix A~~ are typical and examples of the design types applied to each functional classification. These typical examples are illustrative for planning purposes. Actual street design shall be based on the applicable Public Works Design Standards and Technical Specifications and application of the Complete Street Guidelines to specific situations.

D. **Private Streets.** A private street is privately owned and maintained, constructed to all applicable City standards and specifications, and provides the primary means of vehicular ingress and egress from a public street to any dwelling unit, lot, parcel or principal building. Private streets, driveways, and all other incidental items shall be designed, constructed, inspected, and accepted in the exact manner of public streets including all applicable processes and fees.

1. Private streets shall only be considered in very limited circumstances and where absolutely necessary. To be considered as a private street by City Council, the following items shall be verified by the PD Director and the PW Director prior to any subsequent council action for approval.
   a. The proposed private street shall be classified as a local residential or local commercial only.
   b. The proposed private street shall meet all requirements of a dead-end street or terminates at both ends at a public street.
   c. The proposed private street shall ensure that future connectivity standards of the subdivision regulations can be met and does not adversely impact adjacent properties.
   d. The proposed private street shall not lessen the ability of public emergency service to access the property.

2. No private street may be permitted without the consent of the City Council. The City Council shall have sole discretion to determine when a private street may be permitted and exclusive jurisdiction to grant any variance from the conditions of this article. Such consent or variance shall only be granted by approval of a preliminary plat for a new development showing the private street(s), or the passage of a resolution when the development or subdivision pre-exists the request for a private street. City Council may review a request for a variance in accordance with the procedures and standards set forth in Section 36-2.07, but shall not be bound by the provisions of said section in its determination or exercise of its discretion.

3. *Deeds and Restrictive Covenants*. Deeds and restrictive covenants to contain the following conditions:
   a. All private streets shall be deemed to be common areas and subject to all requirements set forth in Section 36-3.04. Additionally, a property owners' association shall be required for all lots or residential units served by a private street or vehicular access point to the public street system. The property owners association may not be dissolved without the consent of the City.
   b. Each owner of any lot or part thereof within the subdivision or development area to be served by the private street shall be jointly and severally liable to indemnify and hold harmless, the City of Springfield, Missouri, any governmental entities, medical providers and public utilities, their agents, officers and all employees for all sums for which such persons and entities shall be obligated to pay by reason of liability imposed by law and expenses and costs of defense for any and all claims arising out of the existence of a private street including, but not limited to, damages of all kinds. This obligation may be enforced as a personal debt of the property owner, or through a lien on the property itself, or both, at the discretion of the City Council. This requirement for indemnity shall be contained in the covenants of any community and shall be written in such a way as to make each lot subject to the terms of this subsection. This portion of the covenants may not be altered without the consent of the City.
   c. A covenant running with the land containing the language of the requirement to indemnify and hold harmless the city, its officers, agents and employees, other governmental entities, medical personnel and public utilities, in addition to language complying with the specific requirements of Section 36-3.04.B.3 required to be on the final plat by subsection 36-3.03.D.4, shall be recorded. Nothing herein shall require the city to enter and repair any portions of the private street and the city does not assume a duty to do so by approval of any private street.
   d. The covenant referred to in subsection 36-3.03.D.3.c shall also contain a requirement that for a private street to continue to be private, the owners of the benefitted lots shall pay to the city a user fee set by the City Council for the additional costs, if any, of providing services within the private street area such as police, fire, dispatch and rescue operations, utility or sewer service, which are the direct result of the private street's presence. This fee shall be set by the City Council in the same manner as other

fees for recovery of costs.

4. *Requirements of Plat.*
   a. *Hold Harmless.* On the subdivision final plat shall be language whereby the property owners' association, as owner of the private streets and appurtenances, and the individual lot owners agree to release, indemnify, defend and hold harmless, from liability imposed by law, the city, governmental entity, medical services provider or public utility, and their respective employees, officials and agents, for damages and injury (including death), arising from the condition or use or the existence of a private street; for damages and injury (including death) arising out of the use by the city, governmental entity or public utility, their respective employees, officials and agents, or emergency medical personnel of any private street or entrance; and for damages and injury (including death) arising out of the use of the subdivision by the city, governmental entity, medical personnel or public utility of any private street or entrance. Further, such language shall provide that all lot owners shall release the city, governmental entities, public utilities, their respective employees, officials and agents, and medical personnel for such damages and injuries. The indemnifications contained in this paragraph apply regardless of whether or not such damages and injury (including death) are caused by the negligent act or omission of the city, governmental entity, medical personnel or public utility, or their representatives, officers, employees or agents.
   b. *Waiver of Service.* The subdivision final plat, property deeds, and property owner association documents shall note that certain city services shall not be provided on private streets. Among the services which will not be provided are: routine police patrols, enforcement of traffic and parking ordinances and preparation of accident reports. All private traffic regulatory signs shall conform to the City of Springfield Standards for Traffic Control Devices. Depending on the characteristic of the proposed development, other services may not be provided.

5. No private street will be later accepted as a public street unless the street had been originally inspected and accepted by the PW Director at the time of construction, and the street has been properly maintained, with documentation, as determined by the sole discretion of the PW Director.

E. **Engineering & Construction Specifications.** All other engineering specifications, horizontal and vertical alignment, design details, and technical or construction specifications for constructing streets, utilities, stormwater, landscape, irrigation, and other public improvements shall be in accordance with Chapter 98 and the applicable Public Works Design Standards and Technical Specifications approved by the PW Director.

36-3.04 Civic & Open Spaces

A. **Design Objectives.** Civic and open space design shall have the following design objectives:

1. Emphasize open and civic spaces as an important element of Springfield's community image and a factor in distinguishing the unique identity of different places within Springfield.

2. Coordinate open and civic spaces with street networks to leverage valuable development patterns and maximize the civic design impacts of infrastructure investments.

3. Value the design, function, and appropriate location of different types of open space, rather than solely the quantity of space, including formal and natural spaces.

4. Consider the context and multiple functions that open spaces can serve to support development including ecological, recreation, aesthetic, and urban design functions.

5. Promote good civic design and create focal points for the community, neighborhoods, and development projects.

6. Integrate natural systems into the design of common or public open spaces to improve stormwater management, protect water resources, preserve natural features, and enhance ecosystems.

B. **Required Open & Civic Space.**

1. *Dedication or Reservation of Land*. The City may require the dedication of land to the City or other government entity with jurisdiction over public and community facilities, for parks, trails, school, or other public or community facilities.
   a. The dedication shall be based on an adopted plan identifying the general location and extent of the facility, or some other documented need for the facility that is available for public review.
   b. The dedication may be included on the preliminary plat or a condition of approval of the preliminary plat, at the discretion of the applicant or as a requirement where directly related to the projects impact on the required facility.
   c. Acceptance of the dedication shall be agreed to in writing by the entity having jurisdiction over the site or facility prior to approval of the final plat. Upon dedication the applicant may be eligible for credits towards open space requirements or reimbursement of other development fees.
   d. Where dedication is not offered or required, the City may require reservation of the land for no more than one year, unless otherwise agreed to by the applicant, to permit acquisition of the land by the appropriate public entity. The applicant may include contingency plat for property subject to the reservation if the property is not acquired by the appropriate public entity, but the contingency plat and any surrounding preliminary plat shall not be designed in any way that undermines potential use of the property for the planned public improvement.

2. *Common Open Spaces.* The requirement for dedication or reservation of open and civic spaces is not intended to replace, discourage or prohibit the design of common or private open and civic spaces as community amenities. Provisions of these facilities should be included on a plat and designed to integrate public streetscapes, trails, and parks with other community facilities in accordance with the standards in subsection C.

3. *Ownership & Maintenance.* Open and civic space platted as part of a development shall require specific designation on the final plat as a separate out lot. Options for ownership and maintenance of open and civic space include:
   a. Creation of or dedication to a non-profit entity capable of carrying out the ownership and maintenance;
   b. Creation of a homeowners', leaseholders' and/or property owners' association that owns the space in common and is capable of carrying out the ownership and maintenance; or
   c. Dedication to a public entity as part of the right-or-way, parks or other community facilities element of the plan. The City may accept dedications of land in its sole discretion, provided it meets other open space and conservation goals of the city indicated in the comprehensive plan or other official Parks and Recreation Department plans.
   d. All open and civic space shall require documentation recorded with the final plat that outlines the ongoing maintenance plans, as well as administrative and financial management of the space according to these standards. Documents such as covenants for a homeowners' association, bylaws or charter for a non-profit entity, or similar agreements and guarantees, shall be filed with the clerk and recorder's office with the plat designating the open space, prior to any building permits.

4. *Credits & Modifications.* Any public or common open space provided through the subdivision process may enable credits or modifications of site-specific open space standards in Articles 5, 6, or 8.

C. **Open & Civic Space Design.**

1. *Types.* Table 3-6 specifies the type, size, and service areas of different open and civic spaces that may meet the open space requirement.

Table 3-6: Open & Civic Space Types

Type	Size	Service Area	Application	
			Public	Common
Natural Open Space / Stream Buffer	3 ac. min.; 100' min. width; >20 ac. optimal or significant continuity with adjacent areas	n/a	■	■
Park - Regional	>20 ac.	w/in 3 miles	■	
Park - Community	8 – 20 ac.	w/in 0.5 mile	■	
Park - Neighborhood	3 – 8 ac.	w/in 0.25 mile	■	■
Park – Small	0.5 – 3 ac.	w/in 0.25 mile		■
Trail	20' wide, min. easement; 30' if integrated as a linear park; 8' – 16' trail	w/in 500' of trail or 1000' of trail-head	■	■
Community Garden	5K s.f. – 3 ac.	w/in 0.25 miles		■
Civic Space - Green	1 – 3 ac.	w/in 0.25 miles		■
Civic Space - Square	5K s.f. – 1 ac.	w/in 500'		■
Civic Space – Plaza / Courtyard	1K – 5K s.f.	abutting lots or on the same block		■

2. *Location Criteria.* The following location criteria shall be considered to better integrate different open space types with the context, placetype, and best support surrounding development with a system of open and civic spaces:
   a. Connect and integrate open spaces with public streetscapes and other civic destinations, such as schools, to improve visibility and access.
   b. Preserve natural features (particularly for natural open spaces/stream buffers, parks, or trails), including protection of groves of trees, prairie, streams, unusual and attractive topography, and other desirable natural landscape features and views.
   c. Design formal civic spaces (green, square, plaza / courtyard) as gathering places and focal points for compact, walkable places, located as an extension of the streetscapes at highly traveled and visible locations.
   d. Create spaces that reinforce character of the area or create gateways and transitions to distinct places.
   e. The distribution of spaces so that all development has similar proximity to open and civic spaces appropriate to its context.
      (1) All residential lots should be within the service area of two different types of open or civic spaces.
      (2) High-density residential, mixed-use, and commercial or employment lots should be within the service area of at least one formal open space.

3. *Stormwater Facilities.* Stormwater facilities shall be designed and integrated into the street network and open or civic space in order to avoid redundant and inefficient facilities on individual lots. Areas used to meet stormwater requirements may be counted towards the open space requirement provided they meet the definition of *Open Space* and the PW Director approves of the secondary use.

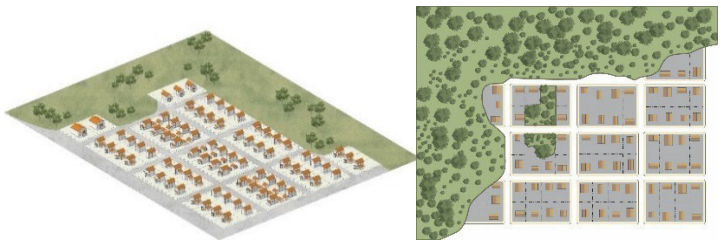
4. *Open & Civic Space Design Guidelines.* Open and civic spaces shall be designed according to the following guidelines for each specific type:

Natural Open Space / Stream Buffer

The size, location and design of a Natural Open Space / Stream Buffer is dependent on the inherent characteristics of the land and the presence of valuable natural amenities and ecological resources worthy of protection. The ability to provide contiguity with similar features on adjacent sites is important to the design and location of development and preserved areas. See Flood Control and Water Quality Protection Manual for specific requirements for Stream Buffers.

Size: 3 contiguous acres (min.); 100' wide minimum; ideally, ability to connect 10+ acres of contiguous natural lands or agricultural lands.

Service Area:
n/a except where integrated with trails and linear parks, service areas are according to those types.



Design Elements & Guidelines

- Natural Open Space / Stream Buffer includes any area of existing or restored open lands such as riparian corridors and wetlands, unique geological formations, important habitats, or substantial groupings of important plant and tree types. The goal is to protect the edges and to maximize intact and undisturbed spaces that provide valuable ecosystem services for the community, support preservation goals, or enhance the aesthetics and amenities of the area. Active recreation such as trails and paths can be a part of these areas provided, they do not disrupt the essential natural character and ecological functions.

Park

Variations: Size / Service Area
Regional – >20 ac / >3 miles
Community – 8 – 20 ac / 0.5 mile
Neighborhood – 3 - 8 ac 0.24 miles
Mini - 0.5 – 3 ac / 0.25 miles

Design Elements & Guidelines

- Any park planned for public dedication shall be designed according to official plans and policies of the City.
- Parks should be at least 200' wide in all directions (100' for Mini Park).
- Fronts on one or more public streets for 400' or more (100' for Mini Park); exception to street frontage if designed abutting part of a public trail system.
- One **overstory**~~shade~~ tree for every 30' of street frontage; one **overstory**~~shade~~ tree per 50' of internal trails or paths; 20 **overstory**~~shade~~ trees per acre for all other areas beyond 30' from streets or trails; plus other landscape to support the overall park design.
- Ornamental plantings, concentrations of trees, and other enhanced landscape at gateways, entrances, and prominent corners.
- Between 10% and 50% of the area should be designed for active, programmed or structured recreation such as ball fields, playgrounds or sport courts. The remainder of the area should be designed with natural or formal landscape for passive recreation.

Trail

Size
20' min. width; 30' if includes a linear park
But dependent on topography and natural features.
Requires sufficient continuity to connect with pedestrian and bicycle systems outside of project and/or connect meaningful walking and biking destinations (schools, parks, neighborhood centers, etc.).

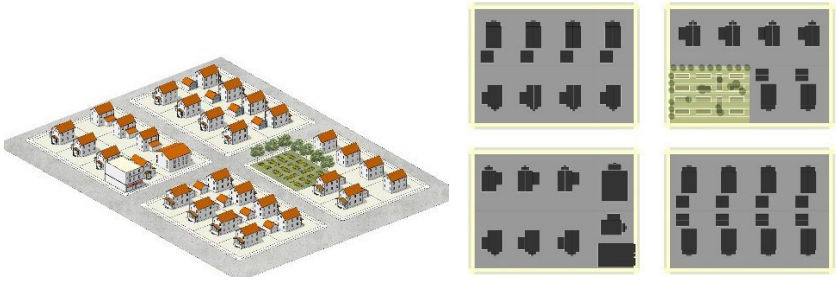
Service Area
500' from trail, or up to 1,000' from trailhead

Design Elements & Guidelines
- ❑ Any trail planned for public dedication shall be designed according to official plans and policies of the City.
- ❑ Trails corridors should be concrete, at least 8' wide, and 12' to 16' wide if a shared bike / pedestrian trail.
- ❑ The landscape area on each side of the trail should be at least 6' wide, and wider in places that incorporate natural features or significant vegetation.
- ❑ One **overstory**~~shade~~ tree for every 40' of trail length; and one understory tree or small evergreen tree for every 25' of trail length.
- ❑ Trails corridors located along right-of-way may be integrated into the streetscape design to create the optimal multi-modal design for the street and trail, particularly along major and minor arterial streets.

Community Garden

Size
5K s.f.– 3 ac

Service Area
0.25 miles



Design Elements & Guidelines
- ❑ All street frontages shall have landscape and streetscape designs that are compatible with the surrounding area.
- ❑ Structures shall be subject to the accessory building standards of the district, except building coverage shall be no more than 25% of the area and located on the rear 50% of the lot or block.
- ❑ Community gardens shall be subject to all other development, property maintenance, and nuisance standards including stormwater, lighting, noise, signs, odor, and refuse standards and codes.
- ❑ No parking is required unless the cultivated area exceeds 1 acre in size, then a minimum of two spaces per acre shall be provided (which may include on-street parking).
- ❑ Hours of operation shall be limited to one-half hour before sunrise until one-half hour after sunset.
- ❑ Depending on the size and zoning district, community gardens may require special use standards or permits (See Article 4).

Civic Space

Variations: Size / Service Area
Green – 1 – 3 ac. / 0.25 miles
Square – 5K s.f. – 1 ac / 1,000'
Plaza / Courtyard – 1K - 5K s.f. / abutting lots or on same block

Design Elements & Guidelines

- ❑ Civic space should have frontage on a public street (or internal access lanes) with direct pedestrian access to the streetscape and sidewalk, subject to the following;
  - Greens along at least three sides and at least 75% of the perimeter;
  - Squares along at least two sides and 60% of the perimeter;
  - Plazas along at least one side and at least 30% of the perimeter; and
  - Courtyards along at least 15% of the perimeter, or an entrance from a gateway and passage along the street.

  Buildings should front on and frame the civic space, and be designed with frequent entrances, transparency, and outdoor seating areas to create activity in the space and make physical and visual connections between the buildings and the space.
  Civic spaces should have a balance of formal gathering places (hardscape, seating, public art, etc.) and landscape (gardens, lawns, planting beds, etc.) generally within the following:
  - Green: formal = 15% - 50%; landscape = 85% - 50%
  - Square: formal = 50% - 75%; landscape = 25% - 50%
  - Plaza: formal = 75% - 85%' landscape = 15% - 25%
  - Courtyard: formal = 25% - 50%; landscape = 50% - 75%
- ❑ One **overstory**~~shade~~ tree for every 25' of street frontage and one understory or evergreen tree for every 2,000 square feet.

36-3.05 Blocks & Lots

A. **Design Objectives**. The block and lot standards have the following design objectives:

1. Ensure the proper arrangement of blocks and lots in relation to the street network and civic and open spaces.
2. Design subdivisions to coordinate with adjacent development patterns or future development in terms of street networks, civic and open spaces, and block patterns.
3. Arrange blocks and lots in a manner that is least disruptive to existing topography and capitalizes on inherent natural characteristics of the land as defining features.
4. Coordinate access and utilities for each lot in association with larger systems of streets and infrastructure.
5. Promote appropriate site, building, and frontage designs in relation to street design types or other civic and open spaces that lots may front on.
6. Ensure that all lots are buildable according to this code and that all non-developed tracts or other parcels serve community functions in relation to the overall development pattern.

B. **Block & Lot Arrangement**.

1. *General Layout.* All blocks shall be laid out to have two tiers of lots unless dictated by existing development patterns outside of the control of the project or by access management on

regional transportation routes.

2. *Block Size & Patterns.* The maximum block length shall be based on the street connectivity standards and specific context as identified in Section 36-3.03.B and Table 3-1.

3. *Lot Patterns.*
   a. Lot size, width, depth, and shape shall meet the applicable zoning district standards and accommodate appropriate building location, orientation, and site design. Corner lots or irregular shaped lots may need additional space beyond minimum dimensions to account for appropriate building placement.
   b. All lots shall front on a public or private street, or on an alternative access or common open space where specifically allowed by these regulations.
   c. All side lot lines shall be as close as practical to perpendicular to front lot lines, or radial to any curves along the front lot lines. Other irregular lot patterns shall only be permitted where they are used to integrate patterns of buildable lots into the overall block structure and to provide consistent relationships of lots and buildings to the streetscape.
   d. Any undeveloped lands, remnant spaces between blocks, or land area below the minimum developable lot sizes shall either be designated as open space meeting the requirements of Section 36-3.04 or be incorporated into the abutting lot.

4. *Access.* Access for all lots shall be coordinated at the largest scale possible and according to the following priorities in order to preserve the function of the street network and the design of streetscapes and frontages. Access shall be based on the thresholds of applicability included in Section 36-7.03.B.
   a. Internal block access shared among multiple lots through alleys or internal access lanes.
   b. Cross-access easements serving multiple lots through a system of consolidated access points and easements.
   c. Common access shared among abutting lots and meeting the frontage design standards and options.
   d. Individual access points are subject to the frontage design standards and any modifications provided in this chapter, and requirements of the PW Director per Chapter 98 and the applicable Public Works Design Standards and Technical Specifications.

5. *Easements.* All blocks shall include easements for all utilities, required improvements, access, and open spaces necessary to serve each lot. Easements shall be granted by the owner to the appropriate entity. All easements shall be accessible from the public right-of-way and graded to within 6 inches of final grade before improvements are installed. Unless otherwise specified through the development review process, easements shall be as specified in Table 3-7.

Table 3-7: Minimum Easement Widths

Common rear lot lines	10', 5' on each lot
Rear lots along an alley	None, provided the alley is at least 12' wide and can accept utilities
Perimeter rear lot lines w/o common boundary	10'
Cross access	18' (residential use - 2 units or less); 24' (all other uses)
Side easements, where necessary	5'
Front easements (if necessary due to other site / ROW constraints	10'

6. *Drainage.* Where a subdivision is traversed by a natural watercourse, drainageway, or stream, blocks shall be laid out in coordination with these features, and they shall be integrated into the civic and open space systems.

a. Natural channels and karst features such as sinkholes, springs, and caves are regulated by Chapter 96, but may be integrated into the block structure and open and civic space systems as common open space.
b. Blocks and lots should otherwise be arranged so drainage is generally along the right-of-way lines and integrated into streetscape design or along the rear of lots in the mid-block area.
c. Additional right-of-way or easements may be necessary to account for drainage, which may be integrated into the open and civic space system and dedicated to the city or other appropriate entity maintaining the system.

36-3.06 Required Improvements

A. **Design Objectives.** The required improvements standards have the following design objectives:

1. Ensure that all public improvements necessary to serve lots and buildings are constructed, inspected, or otherwise assured of completion prior to approval of a final plat, issuance of building permits, other final approvals.

2. Integrate the design and construction of public, common, and private improvements with development in the most effective and efficient manner.

3. Prevent undue burden on public infrastructure, streets, utility systems, and community facilities from the improper location, design, or timing of subdivisions or development projects.

4. Provide appropriate apportionment of construction and maintenance costs for public facilities serving development.

5. Protect against subdivisions or development projects where streets, structures, soil, subsoil, or flooding conditions would create potential dangers to property, infrastructure investments, or public health and safety.

6. Coordinate construction of required improvements with other anticipated improvements and with future growth.

B. **Applicability.** The standards and procedures of this section shall apply to:

1. All subdivisions that require public improvements.

2. Any zoning approval, zoning site plan, or building construction that requires construction or modification of public improvements.

3. Any development proposal that proposes major construction in or impacting a public right-of-way.

C. **Improvements & Standards.** Design and construction of all public improvements shall be the responsibility of the applicant and shall be designed by a professional engineer and built by a qualified contractor. All public improvements shall conform to the design and construction specifications approved by the agency or department with jurisdiction over the improvement. Required improvements shall include:

1. *Streets.* Street improvements shall include all streetscape design elements, pavement and sidewalk standard cross-sections, multi-modal features, intersection details, traffic management devices, signs, lighting, and other public safety elements. Streets shall be constructed as required by the plat, mapped streets, the major thoroughfare plan, traffic studies, or analysis, and/or any other governing documents, plans, or requirements. All approved subdivisions shall:
   a. Construct streets that provide legal lots with appropriate access to a public street or alley and to facilitate future connectivity of adjacent lots in compliance with all requirements of this article;
   b. Construct streets for all unbuilt but platted streets, alleys, sub-standard streets, mapped

streets, or streets shown on the major thoroughfare plan that abut the subdivision; and

c. Construct streets to all adjacent and abutting properties to facilitate future connectivity in the area.

2. *Sidewalks and Trails*. Sidewalks and/or trails shall be constructed for any development or subdivision in accordance with Chapter 98, the applicable Public Works Design Standards and Technical Specifications, the plat, and all other applicable subdivision or development requirements, and as noted below. Single-family residential lots with legal lot frontage on existing public streets are exempt from these requirements.

a. Requirements for subdivisions with new streets, site plans, or building permits shall provide the following:

(1) Sidewalks or trails shall be constructed with all new street construction.

(2) Where lots **abut**~~adjoin~~ existing streets ~~and existing sidewalks or trails are present on adjacent properties, including those that terminate near the applicant's property lines~~, the applicant shall construct new sidewalks or trails ~~that extend and connect to those existing pedestrian facilities. This connection shall be provided~~ along the full **required** street frontage **that connect to existing sidewalks, trails, driveways, or roadways, adjacent to or near the applicant's property lines,** of all lots included in the subdivision, site plan, or building permit activity.

(3) **For lots with more than 600 feet of street frontage, sidewalk or trail construction may be phased if requested in writing by the applicant and approved by the PW Director, subject to the following conditions:**

i. **Each phase of construction shall occur at the time of any building permit, site plan, or other activity that triggers the sidewalk requirement;**

ii. **Each phased construction segment shall be directly proportional to the square footage or acreage being developed or modified; and**

iii. **No individual phased construction segment shall be less than 25% of the total required frontage.**

b. Conditions where fee in lieu or modified requirements apply. If the conditions in item a.(2) are not present, or if the PW Director determines that sidewalk construction cannot be reasonably achieved due to physical, structural, or site-specific constraints, the following shall apply:

(1) The applicant shall pay a fee in lieu of sidewalk construction for the entire property frontage. The fee amount shall be as approved by the City Council in the annual fee schedule and shall be calculated at the time of the permit or activity that triggers the fee requirement.

(2) The site plan shall accommodate future sidewalk or trail construction through site grading and dedication of right-of-way. The fee in lieu amount will be reduced to 75% when the site is graded to allow future construction of pedestrian facilities. If the PW Director determines that grading of the site is impractical due to physical limitations or excessive cost, the grading requirement may be waived, and the full fee in lieu amount shall apply.

(3) For lots with more than 600 feet of street frontage, the fee in lieu of sidewalk may be paid in phases if requested in writing by the applicant and as specifically approved by the PW Director, subject to the following conditions:

i. Payment shall occur at the time of any building permit, site plan, or other activity that triggers the sidewalk requirement.

ii. Each phased payment shall be directly proportional to the additional square footage or acreage being modified ~~when no associated building construction is occurring~~**under the approved permit or activity**.

iii. No individual phased payment shall be less than 25% of the total fee based on the full street frontage.

3. *Linear Park Trail Easements.* Where a trail corridor, greenway, bicycle facility, or multi-use path is identified in the Springfield or Greene County Comprehensive Plan, the Ozarks Transportation Organization (OTO) Regional Transportation Plan or Regional Trail Plan, the

City of Springfield Bicycle and Pedestrian Plan, or any other adopted transportation, neighborhood, corridor, or small area plan, the City may require dedication of a linear park trail easement as part of subdivision or development approval.

a. A linear park trail easement may also be required where necessary to provide logical extension of existing or planned trail or pedestrian facilities, preserve corridor continuity between properties, prevent fragmentation of future trail connections, or implement the connectivity and circulation objectives of adopted plans, even where a specific alignment is not depicted.
b. In evaluating the need for an easement, the Director of Planning and Development shall consider adjacent development patterns, anticipated future connectivity, access to public facilities and community destinations, and the long-term integrity of the City's transportation and greenway network.
c. Corridor Preservation. A linear park trail easement may be required to preserve a planned corridor identified in an adopted plan even if the trail is not yet constructed on or adjacent to the property to be subdivided.
d. Easement Width. Linear park trail easements shall have a minimum width of 30 feet; however, the required width may be increased as necessary to accommodate trail construction, grading, drainage, utilities, and long-term maintenance access in accordance with adopted City design standards.
e. Administrative Authority. The Director of Planning and Development may require dedication of a linear park trail easement during review of an administrative replat, lot division, or other subdivision action where such dedication is necessary to implement adopted transportation, bicycle, pedestrian, or trail plans.
f. Phased Development Alignment. Where development occurs in phases, required trail easements shall be located and aligned to allow logical continuation onto adjacent properties and future phases of development, consistent with adopted plans.

4. *Stormwater.* Stormwater systems shall include channels, pipes, detention and retention facilities, stream buffers, integration with natural features, flood protection, erosion control, or other best management practices. Stormwater improvements shall be coordinated with streetscape designs, open and civic spaces, and any other easements necessary within the block and lot patterns.

5. *Sanitary Sewer.* Sanitary sewer connections and transmission for each lot, including sewer mains, conveyance pipes, tanks, lift stations, and service connections.

6. *Survey Monuments.* Permanent markers and monuments that conform to the Missouri Minimum Standards for Property Boundary Surveys shall be protected and/or re-installed by a licensed surveyor as required by the City Surveyor.

7. *Utilities and Coordination with Other Facilities.* Water and electric service shall be provided for each lot. The applicant is responsible for coordination with all facilities and services, such as gas and communications which may be required subject to coordination with the individual provider.

8. *Off-site Improvements.* The applicant shall install any off-site improvements according to city standards where necessary to serve the proposed development. The necessity of off-site improvements shall be based on:
   a. Any specific plans or studies related to the project and its impact on surrounding areas or facilities.
   b. Capital improvement plans or level-of-service policies for the area.
   c. Other plans or capacity analysis of any entity serving the area with public facilities or services.
   d. The City may apportion the applicant's share of the improvement according to Section 36-3.06. If an agreement to apportion the appropriate share cannot be reached, and necessary off-site improvements are not otherwise installed, the City may deny the application until public facilities are in place.

D. **Improvements to Existing Infrastructure.** For any development project where required public improvements in subsection C are existing, the applicant is required to upgrade the public facilities for

the site and for all right-of-way on the project frontage as follows:

1. In addition to any other requirements, any element of a public improvement that is in disrepair shall be repaired or replaced in accordance with the following:
   a. Not suitable to support any function of the proposed development including but not limited to:
      (1) Insufficient street pavement cross section or pavement condition to support increased traffic volume or the use of commercial trucks or transportation.
      (2) Insufficient lane widths to support proposed traffic or any other major safety deficiencies.
      (3) Any pedestrian facilities not in compliance with the Public Right-of-Way Accessibility Guidelines (PROWAG) requirements.
      (4) Any drainage or stormwater issue that could cause further deterioration of the street or drainage structures.

2. Any deficiency in capacity based on a traffic or engineering study shall be accounted for with new capacity to accommodate the proposed development.

3. Sidewalks and streetscape designs shall be included based on the applicable street design type; however, where the right-of-way or the current condition of streetscape design on the remainder of the block does not accommodate or coordinate with the typical standard, the PW Director may accept improvements that bring the streetscape into conformance with the block face required street design type.

4. Where a public improvement is identified in a city capital improvements plan or program that anticipates a more complete or comprehensive approach to the public improvement, the City may require a payment of the applicants proportionate share of that project and/or require that the project be expedited to accommodate the proposed development.

5. In all cases upgrades of public improvements shall be to the engineering and construction specifications necessary for the facility to support the proposed development.

E. **Construction Prior to Final Plat or Building Permit.** Public improvement plans shall be accepted and permitted for construction by the PW Director. All constructed improvements shall be inspected and accepted by the PW Director prior to approval of a final plat or issuance of a building permit. The PW Director may provide formal guidance of all public improvement plan processes on the City's website.

1. *Plan Submittal and Review.* A public improvement plan shall be submitted in compliance with the preliminary plat, the applicable Public Works Design Standards and Technical Specifications, this chapter, and any other associated development plan. All improvements shall be submitted in one plan set. However, projects with only sidewalk and/or driveways as the only improvements on right-of-way may be placed in the building or site plans. Proper permits will need to be issued by the Department of Public Works prior to construction in the right-of-way.

2. *Acceptance of Plans.* Acceptance of public improvement plans is based on a cursory review and does not imply or constitute approval of the plans. Any errors, omissions, or other items that are found needing correction after acceptance are the responsibility of the applicant. Any items in the plans not specifically in compliance with all requirements must be approved in writing by the PW Director and noted on the plan sheets.

3. *Fees.* Fees will be provided in the annual fee study approved by the City Council.

4. *Drawings and Inspection.* Following construction the applicant shall submit "as built" drawings of the improvement and certifications that the improvements were built according to plans and city standards and specifications.

5. *Acceptance of Improvements.* Following inspection or correction of any deficiencies the City may accept the public improvements. Upon acceptance of all required public improvements the City may:
   a. Release all portions of any security for improvements according to subsection E.

b. Approve the final plat or issue any building permits, unless otherwise issued according to subsection E.

F. **Performance Guarantee & Security.** As an alternative to construction and acceptance of improvements prior to approval of a final plat or authorization of a building permit, the PW Director may accept a performance guarantee and security. Performance guarantees shall only be considered when public improvement plans are reviewed and accepted by the City as ready for construction. The performance guarantees shall ensure funding is in place to cover the cost of completing any improvement and ensure that all necessary improvements to serve the development are in place within a reasonable time after approvals according to the following:

1. *Term.* The term of the performance guarantee may not exceed 1 year from approval of a building permit or 2 years from approval of the final plat. If the developer has not completed the required public improvement within this period, or alternate period approved in writing by the PW Director, the City may exercise any actions authorized from default on the security. The PW Director may extend the time frame for completion if in the best interest of the city and/or the scope of the completion of the work may require additional time to reasonably complete.

2. *Amount and Form.* The security may be in the form of a bond, escrow agreement, letter of credit, or other appropriate security approved by the City. The estimated total cost of any required improvement shall be itemized by improvement type and certified by the applicant's registered engineer and/or contractor's official bid for the work. The amount of the security may be determined by the City based on assessing cost estimates, duration, risk, and other contingencies from the improvement, which shall typically be no less than 150% of the estimated total cost.

3. *Default and Use of Security.* If the applicant fails to properly install the required improvement within the term of the guarantee, or any authorized extensions, the guarantee shall be in default. The City is authorized to draw upon the security to fund completion of the improvement. If the costs of completing the improvement, including any associated design, consulting, administrative, construction, or other costs associated with completing the work, exceed the security amount, the applicant is liable for all excess cost. The City may withhold any future approvals relating to the property and seek any other enforcement remedies for violation of the development code.

4. *Release of Security.* The security shall be released within 30 days after all of the following occur:
   a. The release of funds is requested in writing by the applicant.
   b. The conditions of the performance guarantee have been completed and approved by all agencies with jurisdiction over improvements.
   c. Any required maintenance obligations have been provided.
   d. A final inspection has been conducted by the city or other written acceptance of infrastructure by any other owners of facilities.
   e. Written documentation of the facilities "as built" and certification of construction according to City standards and specifications has been submitted.
   f. The City may release the security for completion of each category of improvement or phases of any improvements and may retain up to 5% of the total cost of any portion until the final acceptance of all improvements.

5. *Other Deferrals.* The following required improvements may be deferred to more specific schedules in coordination with development:
   a. *Private Stormwater.* Construction of private storm water drainage or detention facilities may be deferred to the time of development and prior to the issuance of a building permit or Certificate of Occupancy, provided that preliminary design plans are approved and sufficient to show the appropriate function of the facilities as proposed and in association with other related drainage systems.
   b. *Sidewalks with Other Public Improvements.* Sidewalks required as part of a subdivision in conjunction with a public improvement plan for a street improvement may be guaranteed in accordance with requirements for public improvements.
   c. *Sidewalks Independent of Other Public Improvements.* Sidewalks required but not part of a subdivision or public improvement plan may be included with a site plan or building

permit and shall be constructed prior to an occupancy permit.

G. **Reimbursement Agreements.** Applicants constructing required improvements for their property within their project or through undeveloped areas to serve their project shall be responsible for the entire cost of the improvements. Whenever any portions of the required public improvements are part of a planned future facility for the City, serving an area larger than the subdivision and its impact, the City may require, and the applicant may enter into an upsizing agreement. The City and the applicant shall negotiate the following aspects of the agreement prior to approval of the preliminary plat:

1. The applicant shall construct the facilities as planned by the City for future capacity as part of the subdivision and development process.

2. The applicant shall be responsible for the portion of the costs required to serve the proposed subdivision based on actual total cost to build the facilities absent any upsizing agreement.

3. The City shall be responsible for any incremental costs to expand the facility to the planned capacity, beyond the capacity to serve the subdivision. The City's participation may be based on the applicant bidding the project with bid alternates: one alternate to build the minimum required facility to serve the subdivision or development and the second bid alternate being for the upsized facility planned by the City.

4. The City may coordinate its reimbursement schedule to the applicant with fees assessed to other property in coordination with any future development of land benefitting from the improvements, but in no case may this period be extended beyond 5 years from the date the improvement is made, unless specifically agreed to by the applicant.

5. The agreement shall be subject to approval by the City Council.

Article 4. Districts & Uses

36-4.01 Establishment of Districts
36-4.02 Permitted Uses (Use Table)
36-4.03 Specific Use Standards
36-4.04 Accessory Uses
36-4.05 District Performance Standards
36-4.06 General Use Restrictions

36-4.01 Establishment of Districts

A. **Intent.** The following districts are established to carry out the purposes of this chapter. The standards and criteria for development in each district shall be interpreted based on the intent of each district, including context, relationship to other districts and uses, scale and format of uses and buildings, and design characteristics of the district.

Table 4-1: Zoning Districts & Intent

District & Intent	*Applicable Placetypes*
R-SF – ***Single-family Residential.*** The R-SF district provides residential living in lower-density suburban or walkable neighborhood settings with access to supporting uses such as schools, churches, parks, and other public facilities. The character of these areas emphasizes low intensity activities and access to amenities and recreation, with proximity to daily needs.	▪ Traditional Neighborhood ▪ Center City Neighborhoods ▪ Mixed Residential (Limited Applicability)
R-MX1 – Mixed-density Neighborhood - Low. The R-MX1 district provides residential living in compact, walkable neighborhood settings, allowing a mix of housing types and supporting non-residential uses. The character of these areas emphasizes human-scale, moderate intensity uses and access to amenities, recreation, and daily needs. The predominant building types are low-scale single- and multi-unit buildings. Well-designed streetscapes, open and civic spaces provide the focal point to integrate a variety of building types with a consistent neighborhood character.	▪ Traditional Neighborhood (Transition Areas) ▪ Center City Neighborhood (Strategic Integration) ▪ Mixed Residential ▪ Mixed Use (Limited Applicability)
R-MX2 – Mixed-density Neighborhood – Medium. The R-MX2 district provides residential living in compact, walkable neighborhood settings and along corridors, allowing strategic location of moderate density housing near supporting uses. The character of these areas emphasizes human-scale, moderate intensity uses and access to amenities, recreation, and daily needs. The predominant building types are moderate-scale and multi-unit buildings. Well-designed streetscapes, open and civic spaces provide the focal point to integrate a variety of building types with a consistent neighborhood character.	▪ Traditional Neighborhood (Transition Areas) ▪ Center City Neighborhood (Strategic Integration~~Transition Areas~~) ▪ Mixed Residential ▪ Mixed Use (Limited Applicability) ▪ City Corridor
R-MX3 – Mixed-density Neighborhood - High. The R-MX3 district provides residential living in high-density patterns in urban areas or larger-scale multi-family projects in suburban areas where there are appropriate transitions and buffers between neighborhoods and supporting uses along corridors. The character of these areas emphasizes high-activity environments with proximity to or integration with other uses in walkable formats. The predominant building type is large-scale, multi-unit buildings in compact formats in urban areas, or large-scale multi-building complexes in suburban areas. Well-designed urban streetscapes and civic spaces provide amenities for residents.	▪ Traditional Neighborhood (Transition Areas) ▪ Center City Neighborhood (Strategic Integration) ▪ City Corridor ▪ Downtown (Strategic Integration)

Table 4-1: Zoning Districts & Intent	
District & Intent	***Applicable Placetypes***
R-MHC – Residential Manufactured and Small-format Housing Community. The R-MHC district provides residential living in manufactured or other small-format housing, in a planned development pattern that share common amenities. Variations in housing patterns include courtyard patterns, pocket neighborhoods, or larger planned communities. Low intensity recreation amenities or well-designed internal streets and common spaces provides focal points to support the compact arrangement of small housing units.	▪ Limited to planned applications in a variety of residential settings according to the development patterns and design criteria in Section 36-5.05.D.
C-MX1 – Commercial Mixed-use Neighborhood. The C-MX1 district provides for small-scale and low-intensity uses that complement and support surrounding neighborhoods or which may support more intense commercial or industrial districts. It includes neighborhood serving uses that meet the daily needs of surrounding residents in small-scale buildings and formats. It may be integrated into urban neighborhoods with compact, walkable patterns and human-scale design; or alternatively may support more suburban neighborhoods if limited in scale and intensity and the impacts of automobile-oriented formats and access are mitigated with appropriate transitions and site design.	▪ Mixed Use ▪ City Corridor ▪ Business Flex (Limited Applicability) ▪ Institution & Employment Center (Limited Applicability) ▪ Traditional Neighborhood (Transition Areas) ▪ Center City Neighborhood (Strategic Integration)
C-MX2 – Commercial Mixed-use Community. The C-MX2 district provides a mix of neighborhood, community-scaled commercial, entertainment, and/or employment uses and supporting residential and civic uses. The predominant building type is small- and moderate scaled mixed-use buildings, which are supported by strategic urban residential and commercial buildings. The character of this area emphasizes a high level of civic design, walkable urban patterns, and a concentration of diverse, small- and moderate-scale uses; however some higher intensity or larger format commercial or employment uses may be integrated into the pattern as anchors to support the overall mixed-use environment. It is primarily intended for the transformation of automobile-oriented corridors into walkable, mixed-use areas through the integration of a walkable street network and formal civic spaces as the framework for redevelopment.	▪ Mixed Use ▪ City Corridor
CC – Center City. The CC district provides an integrated mix of retail, service, entertainment, office, and civic uses, and supporting residential uses or limited light industrial uses, in a compact and walkable format. This district serves as the central business district and core of Springfield's economic, social, and government activities. The character of this area emphasizes a high level of civic design, walkable urban patterns, and a concentration of diverse, small- and moderate-scale uses. Sub-districts can accommodate larger or more intense supporting uses that may be strategically located on edges of the district or on side streets that do not disrupt urban frontages and patterns.	▪ Downtown ▪ Institution & Employment Center (Limited Applicability)
COM – Commercial Street. The COM district is intended to be a mixed-use district that accommodates a variety of residential, commercial, and light industrial uses. It is intended for the older commercial and light industrial areas fronting and adjacent to Commercial Street that tend to accommodate a wide variety of uses. This area initially developed early in the city's history and does not display the characteristics typical of modern suburban development.	▪ Mixed Use
GC – General Commercial. The GC district provides a mix of moderate and large-scale, high- intensity commercial uses (retail, service, office) that can serve as anchors to support adjacent districts and corridors, or which have a community-wide reach and are therefore located on busier corridors in non-urban contexts. The character of the area includes large-scale buildings and sites which feature monumental gateways or entrances at key locations, and automobile-oriented features are mitigated by streetscape designs and landscape buffers.	▪ City Corridors ▪ Business Flex (Limited Applicability) ▪ Institution & Employment Center (Limited Applicability)
GI – Government & Institutional. The GI district provides for the concentrated location of federal, state, or local government activities, major public or private institutions, or large medical facilities. These uses are not limited to this district, but the district provides a concentrated area for where these uses are comparatively intensive and require substantial buildings and land areas.	▪ Institutional & Employment Center ▪ Downtown

Table 4-1: Zoning Districts & Intent	
District & Intent	***Applicable Placetypes***
LIC – Light Industrial / Commercial. The LIC district provides primarily service, employment, manufacturing, and distribution uses at a scale, intensity, and format that won't have significant impact on adjacent uses, and which can mix with supporting and compatible service and retail uses characteristic of mixed- and flex-use business areas.	▪ Business Flex ▪ Institution & Employment Center ▪ Industry & Logistics
HM – Heavy Manufacturing. The HM district provides primarily manufacturing uses at a scale, intensity, and format that could impact adjacent uses or where specific land resources, distribution facilities or other supporting infrastructure is needed. It may include limited applications of support service, employment or distribution uses. This district is generally located remote from residential or mixed-use areas, or requires significant buffers and sensitive site design transitions to minimize impacts on these areas.	▪ Industry & Logistics
OS – Open Space. The OS District is intended for outdoor recreation facilities and or other civic or community uses requiring large open land areas which, by reason of topographic features, proximity to a natural drainage courses or other natural or man-made features, may be either unsuitable for customary density of construction or use or are otherwise more suitable for preservation, design, or development as a community or public asset.	▪ Urban Green Space & Recreation ▪ Institution & Employment Center
Special purpose district includes areas of the city that require specific planning to address unique development and design issues. These may facilitate development projects based on a focused planning effort or address specific policies or topics for a general area. Examples include "planned" zoning districts that modify the base district standards or "overlay" districts that either blend areas of different zoning to create compatibility, or special topic districts such as Planned Zonings, Historic Designations, or Airport Overlays. (See Sections 36-2.06, 36-2.11, and 36-10.01 respectively)	▪ Specific planned applications' special purpose districts

Limited Applicability – The zoning district may not apply to every situation or property. There may be specific conditions or circumstances which make the zoning district applicable within the specific placetype.

Transition Areas – Typically, there is a one-to-two block transition zone on either side of where two different placetypes come together. The zoning district may be appropriate within a transition area between the designated placetype and another placetype or along the edge of a neighborhood, commercial area, or roadway within the specified placetype. In transition areas both the primary and supporting land uses from either placetype could be appropriate.

Strategic Integration – The zoning district may be located within the placetype in a deliberate and coordinated way to further the goals of ForwardSGF, land use policies, infrastructure investments, and community development goals.

B. **Official Zoning Map.** The boundaries of the districts are shown on the official zoning map, which together with all explanatory information is adopted by reference as part of this chapter. The map shall be kept on file with the City Clerk and Department of Planning & Development. Electronic copies and files of this map shall reference the "Official Copy", but any copy should be verified with the Department before materially relying on any electronic or other representative copy of the map. Changes to this map shall occur through the procedures specified in Article 2.

C. **Transition of Previous Districts**. The zoning districts under the previous code match the zoning districts in this chapter as specified in Table 4-2. The Official Map under the previous code shall transition and be interpreted according to the corresponding zoning districts in this table, and all further zoning changes shall follow the districts in this chapter.

Table 4-2: Zoning District Transitions	
Previous Code	***This Code***
R-SF – Single-family Residential	*R-SF – Single-family Residential*
R-TH – Residential Townhouse *WC-3 – West College Residential Sub-area 3* *LWO – Live Work Overlay*	*R-MX1 – Mixed-density Neighborhood - Low*
R-LD – Low-density Multifamily Residential *R-MD – Medium-density Multifamily Residential* *WC-2 – West College Live/work Sub-area 2*	*R-MX2 – Mixed-density Neighborhood - Medium*
R-HD – High-density Multifamily Residential *UN – University Combining*	*R-MX3 – Mixed-density Neighborhood - High*
R-MHC – Manufactured Home Community	*R-MHC – Residential Manufactured & Small-format Housing Community*
GI – Government and Institutional Use	*GI – Government and Institutional*
LB – Limited Business *O-1 – Office* *O-2 – Office* *WC-1 – West College Mixed-use Subarea 1*	*C-MX1 – Commercial Mixed-use Neighborhood*
(NEW)	*C-MX2 – Commercial Mixed-use Community*
CC – Center City	*CC – Center City*
GR – General Retail *HC – Highway Commercial*	*GC – General Commercial*
CS – Commercial Service *RI – Restricted Industrial* *LI – Light Industrial* *IC – Industrial Commercial*	*LIC – Light Industrial / Commercial*
GM – General Manufacturing *HM – Heavy Manufacturing*	*HM – Heavy Manufacturing*
(NEW)	*OS – Open Space*

D. **Legacy Districts**. The following districts or special approvals occurred under standards and procedures that have been changed in this chapter. However, the approvals, conditions, and entitlements on these properties are preserved and apply to each property as they did under the previous code, until the established district regulations are changed under the provisions of this chapter.

1. Conditional overlay districts approved according to Section 36-407 of the previous code.

2. Planned development districts approved according to Section 36-405 of the previous code.

3. Urban conservation districts, overlays, or other special districts approved under the previous code, specifically:

a. Airport Overlay District (See Section 36-10.01)
b. Commercial Street district (COM) (See Section 36-10.02)
c. Midtown (See Section 36-10.03)
d. Phelps Grove (See Section 36-10.04)
e. Rountree (See Section 36-10.05)
f. Walnut Street (east and west) (See Sections 36-10.06 and 36-10.07)
g. Grant Avenue Parkway (see Section 36-10.11)
h. Moon City Live/Work District (see Section 36-10.12)

36-4.02 Permitted Uses (Use Table)

A. **Use Table.** Table 4-3 establishes permitted uses for each zoning district. The uses are established to implement the intent of each district, and along with the development and design standards permit a compatible range of uses within each district and facilitate complementary transitions between districts.

1. The table identifies uses as:
   a. Permitted uses (P) subject to general district and building standards and review procedures.
   b. Conditional uses (C) subject to the review process and criteria for a conditional use permit in Section 36-2.04.
   c. Uses with no entry are not permitted in the district.

2. Uses permitted by the table (whether P or C), or specific types of uses within the generally enabled categories, may be subject to specific standards or limits Section 36-4.03.

3. Other accessory or temporary uses not listed in the table may be permitted according to Section 36-4.04.

4. Uses in the table are more specifically described in Section 36-11.02. Where a proposed use is not generally listed or appears to meet the description of more than one use, the PD Director shall interpret the most equivalent described use considering:
   a. The similarity of the use in terms of scale, impact, and operations to other described uses;
   b. The typical building format and site design associated with the use based on existing relevant examples; and
   c. The compatibility of the use with other permitted uses in the district, and the potential contribution of the use to the intent of the district.

Any uses that may not be interpreted as equivalent to a use in Table 4-3 is not anticipated by these regulations and may only be allowed by an amendment to the development code.

Table 4-3: Permitted Uses

P = Permitted use *C = Conditional use permit* ***Use***	***R-SF***	***R-MX1***	***R-MX2***	***R-MX3***	***R -MHC***	***C-MX1***	***C-MX2***	***CC***	***COM***	***GC***	***GI***	***LIC***	***HM***	***OS***
Residential Uses														
Household Living – One-unit Dwelling	P	P	P	P	P				See Section 36-10.02		C			
Household Living – Multi-unit Dwelling		P	P	P		C	C	C		C	C			
Household Living – Live-Work Dwelling		C	P	P		P	P	P		C				
Household Living – Small-format Dwelling	C	C	P	P	P						C			
Household Living – Manufactured Dwelling					P									
Household Living – Mixed-use Dwelling			C	C		P	P	P		P				
Household Living – Accessory Dwelling	See Section 36-4.04.C.										C			
Existing Residential				P		P		P		P	P	P	P	
Group Living – Group Home, Residential	P	P	P	P	P									
Group Living – Group Home, Custodial			P	P										
Group Living – Boarding House Small (3-11 bedrooms)		C	C	P		C		P		P	C			
Group Living – Boarding House Large (12+ bedrooms)			C	P							P			
Group Living – Dormitory				C							P			
Civic Uses														
Assembly – Small (<400 capacity; <2.5 ac.)	P	P	P	P	P	P	P	P	See Section 36-10.02	P	P	P		
Assembly – Medium (400 – 800 capacity; <4 ac.)		C	P	P		C	P	P		P	P	P		
Assembly – Large (>800 capacity)				C			C	P		P	C	P		
Cemetery								P		P	P	P	P	
Crematorium												P		
Cultural Facility Small (<10K)	C	C	C	C	C	P	P	P		P	P			
Cultural Facility – Large (>10K)						C	P	P		P	P			
Event Venue – Small (<1K capacity)						C	P	P		P	P	P		
Event Venue – Medium (1K – 3K capacity)							P	P		P	P	P		
Event Venue – Large (>3K capacity)								P			P			
Funeral Home and Mortuary (accessory crematorium)						C	P	P		P		P		
Open Space – Athletic Field											P			P
Open Space – Open & Civic Space (See Section 36-3.04)	P	P	P	P	P	P	P	P		P	P	P	P	P
Open Space – Recreation Center & Grounds	P	P	P	P	P	P								P
Public Safety – Community Corrections Facility											C		C	
Public Safety – Jail											C		C	
Public Safety – Police & Fire Station	P	P	P	P	P	P	P	P		P	P	P	P	

Table 4-3: Permitted Uses

P = Permitted use C = Conditional use permit **Use**	R-SF	R-MX1	R-MX2	R-MX3	R-MHC	C-MX1	C-MX2	CC	COM	GC	GI	LIC	HM	OS
School – Primary / Secondary	P	P	P	P			P	P	See Section 36-10.02		P			
School – Vocational Business							P	P		P	P			
School – Vocational Industrial or Trade							C	C		C	P	P	P	
Transportation - Airport											P		P	
Transportation – Commercial Parking Lot							C	P		P	P	P	P	
Transportation – Bus Station								P		P		P	P	
Transportation – Heliport											C		P	
Transportation – Motor or Rail Freight Terminal													P	
Utility – Minor	C	C	C	C	C	P	P	P		P	P	P	P	P
Utility – Major											C	C	P	
Utility – Wireless Telecommunication Facility (See Section 36-10.10)	C	C	C	C	C	P/C	P/C	P/C		P/C	P/C	P/C		
Commercial Uses														
Adult Entertainment									See Section 36-10.02	P		P	P	
Animal Care / Sales – Limited (<5K; no boarding)				C		P	P	P		P		P		
Animal Care / Sales – General (5K – 10K; limited boarding)							P	P		P		P	P	
Animal Care / Sales – Heavy (>10K; boarding (or outdoor care)							C			C		P	P	
Daycare – Commercial (See Chapter 38 Article IX)			C	C		P	P	P		P	P	P		
Entertainment & Recreation – Small (<5K)				C		P	P	P		P	P	P	P	
Entertainment & Recreation – Medium (5K – 10K)							P	P		P	P	P	P	
Entertainment & Recreation – Large (10K – 50K)							C	C		P	C	P	P	
Entertainment & Recreation – Complex (>50K)								C		P		P	P	
Entertainment & Recreation – Outdoor										C		C	C	
Food & Beverage Establishment – Small (<3K, or <10% of mixed-use building)		C	C	P		P	P	P		P	P	P		
Food & Beverage Establishment – General (3K – 8K)				C		C	P	P		P	P	P		
Food & Beverage Establishment – Large (>8K)							C	P		P	P			
Food & Beverage Establishment – Drive-through										P				
Lodging – Bed and Breakfast (<5 guest rooms)	C	C	C	P		C	P	P		P	C			
Lodging – Small / Inn (5 – 12 guest rooms)						C	P	P		P	P	P		
Lodging – Hotel / Motel, Medium (13 – 80 guest rooms)							P	P		P	P	P		
Lodging – Hotel / Motel, Large / Conference Center (>80 guest rooms)							C	P		P		P		
Lodging – Short-term Rental (See Section 36-10.08)	P	P	P	P	P	P	P	P		P	P	P	P	

Table 4-3: Permitted Uses

P = Permitted use C = Conditional use permit **Use**	R-SF	R-MX1	R-MX2	R-MX3	R-MHC	C-MX1	C-MX2	CC	COM	GC	GI	LIC	HM	OS
Marijuana & Medical Marijuana Uses (See Section 36-10.09)	See Section 36-10.09													
Medical Service – Small (<10K)				P		P	P	P	See Section 36-10.02	P	P	P		
Medical Service – Medium (10K – 30K)							P	P		P	P	P		
Medical Service – Large (30K – 100K)								P		P	P	P		
Medical Service – Campus / Complex (>100K)								P		C	P	P		
Office – Small (<10K)				C		P	P	P		P	P	P	P	
Office – General (10K – 30K)						C	P	P		P	P	P	P	
Office – Large (30K – 100K)							P	P		P	P	P	P	
Office – Campus / Complex (>100K)								P		P	P	P	P	
Personal Service – Small (<5K)				C		P	P	P		P	P	P		
Personal Service – Medium (5K – 10K)							P	P		P	P	P		
Personal Service – Large (>10K)							P	P		P	P	P		
Residential Care – Nursing Home			C	C		P	P	P		P	P	P		
Residential Care – Transitional Housing								P		C	P			
Residential Care – Transitional Shelter								C		C	P	C	C	
Residential Care – Treatment Facility								P		C	P	P	P	
Retail – Small (<5K; <10% of mixed-use building)			C	P		P	P	P		P	P	P	P	
Retail – Medium (5K – 10K)						C	P	P		P	P	P		
Retail – Large (10K – 50K)							P	P		P	P	P		
Retail – Extra Large (>50K)										P		P		
Retail – Grocery Store, Small (<10K)						P	P	P		P		P		
Retail – Grocery Store, Medium (10K – 40K)							P	P		P		P		
Retail – Grocery Store, Large (>40K)							C	C		P		P		
Retail – Outside Sales, Small (<0.5 ac.)						C	C	C		P		P		
Retail – Outside Sales, Medium (0.5 – 2.5 ac.)										P		P	P	
Retail – Outside Sales, Large (>2.5 ac.)										C		P	P	
Vehicle Service – Car Wash							C			P		P		
Vehicle Service – Gas Station, Small (<5 service areas)						C	P	C		P		P		
Vehicle Service – Gas Station, Medium (5 – 12 service areas)							C	C		P	P	P	P	
Vehicle Service – Gas Station, Large (13 – 24 service areas)										P	P	P	P	
Vehicle Service – Gas Station, Extra-large (>24 service areas)										C		P	P	
Vehicle Service & Repair – Small (<0.5 ac.; <4 service bays)						C	C	C		P			P	
Vehicle Service & Repair – Medium (0.5 – 1.5 ac.; 4 – 8 service bays)							C	C		P	P	P	P	
Vehicle Service & Repair – Large (>-1.5 ac.; >8 service bays)										C		P	P	

Table 4-3: Permitted Uses

P = Permitted use *C = Conditional use permit* ***Use***	***R-SF***	***R-MX1***	***R-MX2***	***R-MX3***	***R_MHC***	***C-MX1***	***C-MX2***	***CC***	***COM***	***GC***	***GI***	***LIC***	***HM***	***OS***
Industrial Uses														
Industrial & Business Service – Limited (≤10 vehicle fleet)							P	P	See Section 36-10.02	P	P	P	P	
Industrial & Business Service – General (11 - 25 vehicle fleet)							C	C		P	C	P	P	
*Industrial & Business Service – **Large**~~Heavy~~ (>25 vehicle fleet)*												C	P	
Manufacturing – Limited / Artisan (<10K)				C		P	P	P		P	P	P	P	
Manufacturing – Small (10K – 30K)							C	C		P		P	P	
Manufacturing – Medium (30K – 100K)										C		P	P	
Manufacturing – Large (>100K)												C	P	
Manufacturing – Heavy (any size)													C	
Warehouse & Storage – Indoor, Small (<20K)							C	C		C		P	P	
Warehouse & Storage – Indoor, Medium (20K – 100K)										C		P	P	
Warehouse & Storage – Indoor, Large (>100K)												C	P	
Warehouse & Storage – Outdoor, Small (<2.5 ac.)										C		P	P	
Warehouse & Storage – Outdoor, Large (>2.5 ac.)										C		C	P	
Warehouse & Storage – Chemicals, Waste, or Hazardous Materials													C	
Waste Management – Hazardous Waste Facility													C	
Waste Management – Landfill											C			
Waste Management – Recycling Center													P	
Waste Management – Scrap and Salvage Yard													C	
Waste Management – Sewage Treatment Plant											C			
Urban Agriculture Uses														
Community Garden	P	P	P	P	P	P	P	P	See Section 36-10.02	P	P			P
Market Garden – Small (<1 ac.)	P	P	P	P	P	P	P	P		P	P	P		
Market Garden – Medium (1 - 3 ac.)			P	P	P	P	P	P		P	P	P		
Market Garden – Large (>3 ac.)			C	C	C	P	P	P		P	P	P		

36-4.03 Specific Use Standards

A. **Adult Entertainment.** In order to avoid perceived secondary effects or impacts on property values documented in national studies, adult entertainment uses shall be limited as follows:

1. Adult entertainment uses shall be at least 2,000 feet from any residential zoning district, school, park, or assembly use, or any platted subdivision where 75% or more of the lots are developed for residential purposes.

2. Adult entertainment uses shall be at least 1,000 feet from any other adult entertainment use.

B. **Bed & Breakfast**. All bed and breakfast lodging uses shall comply with the following to be compatible with surrounding uses and the character of the district.

1. Bed and breakfasts are limited to frontages on arterial streets in the R-SF district, and only on ~~arterial or~~ collector **or higher** streets in other residential zoning districts.

2. The use shall be located in a building meeting the development and design criteria of other permitted buildings in the district, and alterations to support the use that are inconsistent with the building development and design standards are prohibited.

3. One additional parking space for each lodging room shall be provided. However, parking shall be located and designed in a manner that is compatible with site designs of all other uses and sites in the district. The City may adjust any parking requirement or reduce the permitted occupancy to meet this compatible location and design requirement per Section 36-7.04.

4. Food and accessory services shall only be provided for guests, and no outside or non- guest events shall be included as part of this use, unless otherwise permitted as a principal use in the district. No individual cooking facilities shall be permitted in the guest rooms.

5. In residential districts, one additional non-illuminated sign shall be permitted. The sign shall be limited to 12 square feet and located within 15 feet of the primary entrance. The sign shall be limited to 6 feet high if ground mounted, and 14 feet high if mounted on the building.

6. A bed and breakfast shall be separated from another bed and breakfast by at least 500 feet, except that the City may waive this requirement within 1,000 feet of any mixed-use, community or civic destination that is a transition between the mixed-use area and neighborhoods.

7. A business license shall be required annually, demonstrating compliance with these standards.

C. **Civic Uses in Residential Districts**. Nonresidential civic uses and buildings in residential districts shall meet the following conditions to promote the neighborhood character and be compatible with residential uses:

1. Lots shall front on a collector or arterial street.

2. All buildings and structures shall meet the applicable development standards for the districts. Facilities that require larger lots than are typical or permitted for residential uses in the district may be proposed, provided adequate open space, landscape, setbacks, and building design and orientation is demonstrated according to the zoning site plan criteria in Section 36-2.03.

3. Outdoor uses shall generally not be permitted between 10:00 p.m. and 8:00 a.m.

4. Any existing non-residential structure in a residential district that is no longer used for its designed purpose may be adapted and reused for other uses compatible with the neighborhood. The proposal for adaptive reuse shall be through a conditional use permit process in Section 36-2.04, and the following additional criteria:
   a. Uses shall be either permitted uses in the district, a multi-unit residential conversion, or uses otherwise permitted (P) in the C-MX1 district by Table 4-3, provided any proposed

use is otherwise determined to be neighborhood-serving for the specific context. Any additional limits on the design or operation of the use may be included in the conditional use permit to ensure compatibility with the area and specific location.

b. Expansions of buildings shall be limited to 20% of the existing building or 1,000 square feet, whichever is less.

D. **Dwelling, Live-Work.** In districts where live-work dwellings are allowed, the following standards and conditions apply to ensure compatibility with the context:

1. The commercial occupancy shall be accessory to the residential dwelling. The resident and the principal occupant of the commercial area shall be the same and the commercial occupancy shall be limited to no more than 50% of the building. However, the commercial occupancy is not limited to the home occupation standards.

2. No portion of the live-work unit may be separately rented or sold.

3. The commercial occupancy is limited to small-scale retail, office, personal service, or limited/artisan manufacturing uses. In districts where live-work dwellings are permitted (P), the commercial component shall not require a conditional use permit.

4. Any permitted commercial activity shall occur on the ground floor and be directly accessible from the adjacent public street, sidewalk, or other publicly accessible common or public space.

5. In residential districts, no more than two non-resident employees are permitted for the nonresidential portion of the unit.

6. In residential districts, one additional non-illuminated sign shall be permitted. The sign shall be limited to 12 square feet and located within 15 feet of the primary entrance. The sign shall be limited to 6 feet high if ground mounted, and 14 feet high if mounted on the building.

7. Off-street parking shall be based on the nonresidential use portion of the buildings. However, parking and access shall be located and designed in a manner that is compatible with site designs of adjacent uses and sites. The City may adjust any parking requirement or restrict the permitted occupancy to meet this compatible parking and access design requirement per Section 36-7.04.

E. **Dwelling, Mixed-use.** In districts where mixed-use dwellings are allowed uses, the following standards shall apply to a building or structure with two or more different uses, one of which shall be residential in residential districts, mixed-use dwellings shall be limited to collector or arterials streets, or corner lots at focal points within the neighborhood:

1. In residential districts, ground level nonresidential uses may be limited beyond those otherwise permitted in the zoning district to those that are compatible with upper-level residential uses or adjacent residential areas.

2. In nonresidential districts, at least 30% of the ground level and 100% of the frontage of a mixed-use building shall be a nonresidential use, except for a limited portion to provide a separate access ~~form~~**from** the frontage to residential uses.

3. In nonresidential districts, residential uses on the ground level street front may be permitted by a conditional use permit in Section 36-2.04 and the following additional criteria:
   a. The street frontage is not an important commercial frontage street, and additional residential uses will help support other commercial uses in the vicinity.
   b. The building and street-level frontage is not significantly redesigned exclusive to residential uses, and could be adapted for nonresidential uses in time.
   c. The nonresidential portion of the building is likely to remain vacant or put to marginal use if not converted to residential.
   d. The design of the building meets all other applicable design standards that reinforce the pedestrian nature and human-scale design intended for mixed-use buildings.

F. **Group Homes.** In districts where group homes (custodial or residential) are allowed, they shall meet the following conditions to ensure they are integrated into neighborhoods, have a non- institutional nature, and maintain the residential character of neighborhoods:

1. Group homes shall meet all of the residential design standards applicable in the particular district, and any alterations to support the group living shall be done in a discrete way in that it does not alter the appearance as a single-unit detached house.

2. No group home shall be located less than 1,320 feet from another existing group home**, measured from property line to property line at the shortest distance of separation**.

3. Group homes shall be supervised at all times, and may include up to two resident care-givers.

4. Group homes shall be licensed by, operated by, or owned by a governmental agency or non-profit qualified to provide care and supervision.

5. Group homes shall not include alcoholism or drug treatment facilities, work release facilities, or other housing facilities qualifying as commercial residential care uses **as defined per this article**.

G. **Jails & Community Corrections Facilities.** All jails and community corrections facilities shall meet the following additional requirements:

1. Jails and corrections facilities shall be located at least 2,000 feet from any other jail or corrections facility, except where separate facilities are on the same property or operated as a coordinated and joint facility.

2. Jails and community correctional facilities shall be located at least 750 feet from any primary or secondary school, residential zoning district, or park.

3. All facilities shall be setback at least 50 feet from any right-of-way.

H. **Landfills.** All Landfills shall meet the following additional requirements:

1. Landfills shall be located at least 1,000 feet from any residential zoning district;

2. Landfills shall be located on at least 160 acres; and

3. All activities and facilities shall be set back at least 100 feet from any right-of-way.

I. **Residential Care.** Transitional housing, transitional shelters, treatment facilities, and other similar social services shall be subject to the following standards to prevent undue concentration of facilities or other negative secondary effects on nearby property or districts.

1. Individual uses shall be limited to services or lodging for no more than 50 beds within 1,320 feet.
   a. The distance and bed requirement apply only to a particular facility type, e.g., there cannot be more than 50 beds used for substance abuse treatment within a 1,320-foot radius, but there can be 50 beds used for substance abuse treatment within 1,320 feet of 50 beds used for transitional housing.
   b. The 1,320-foot separation is measured from property line to property line. If any part of a property used for a particular type of facility is within 1,320 feet of another such property, all beds included on that property are counted toward the 50-bed limit. This measurement metric applies to all relevant measurements in this section.

2. Uses approved by a conditional use permit shall only be located on a primary or secondary arterial street, except uses may also be located on a collector street in the HM district.

3. Buildings shall meet all development and design standards applicable in the particular district, and any to support the residential care or social service use shall only be done in compliance with the district standards.

4. Uses shall be separated from a primary or secondary school by at least 1,000 feet, unless said use is given written consent of the governing body of such school.

5. Uses, except those approved by a conditional use permit, shall be separated from residential zoning districts by at least 500 feet. In all cases, whether in nonresidential districts or in residential districts by conditional use permits, design and operational limits and conditions may be used to protect any nearby residential uses.

6. An operation plan shall be submitted and kept on file with the Department of Planning and Development, including administrative contact information, on-site supervision and staffing, patron access and occupancy requirements, hours of operation for different functions, and security measures.

7. A business license shall be renewed annually that demonstrates compliance with the operation plan and all applicable standards and conditions.

J. **Urban Agriculture Uses.**

1. *Purpose.* The intent of these regulations is to enable urban agriculture, market gardens, and community gardens while ensuring compatibility with surrounding neighborhoods. These uses promote local food production, access to fresh and healthy foods, agribusiness opportunities, and neighborhood revitalization in alignment with the comprehensive plan.

2. *Performance Standards.* Urban agriculture, market gardens, and community gardens shall comply with all regulations of this article, subject to the following modifications:
   a. *Use and Scale-Based Intensity Standards.*
      (1) Small-scale (under 1 acre):
         (a) Permitted in all zoning districts by right.
         (b) On-site sales limited to seasonal farm stands (up to 3 days per week).
         (c) No parking requirements.
      (2) Medium-scale (1-5 acres):
         (a) Permitted in most zoning districts with additional management plan addressing noise, odor, parking, and sales impacts.
         (b) On-site sales allowed, including periodic market events.
         (c) Minimum of two off-street parking spaces per acre.
      (3) Large-scale (over 5 acres):
         (a) Requires an operational plan addressing traffic, parking, and environmental impact mitigation.
         (b) Regular on-site sales allowed, subject to parking, traffic, and lighting standards.
   b. *Structures and Setbacks.*
      (1) Structures shall comply with accessory structure standards (Section 36-5.03.B).
      (2) If no principal structure exists, the combined area of all structures shall not exceed 40% of the lot area.
      (3) Permanent structures must meet front and side yard setback requirements. Rear yard setbacks shall be a minimum of 3 feet.
   c. *Environmental and Maintenance Standards.*
      (1) Compliance with stormwater, sediment, and erosion control standards.
      (2) No excessive odor emissions that create a nuisance (per Springfield City Code).
      (3) Site must be maintained free of high weeds and grass.
      (4) Compost bins and material storage areas must be maintained to prevent attraction of insects, vermin, or nuisance animals
3. *Operational Standards.*
   a. Operating hours: From one-half hour before sunrise to one-half hour after sunset daily.
   b. Lighting: Must comply with Section 36-8.07.
   c. Noise: Must comply with Section 36-4.05.
   d. Signage: Must comply with Article 9.
   e. Vision obstruction: Must comply with Article 8

4. *Parking Requirements.*
   a. No parking required for cultivated areas under 1 acre.
   b. Areas 1 acre or more require a minimum of two off-street spaces per acre.
5. *Bufferyards.*
   a. Not required for urban agriculture uses.
6. *Compliance and Enforcement.*
   a. All urban agriculture operations must comply with Springfield City Code and zoning regulations.
   b. If a site creates adverse impacts, enforcement actions may be taken.
7. The keeping of animals on agricultural lands is permitted in accordance with Chapter 18 of the Springfield City Code.

K. **Temporary Uses.** Uses ~~that may not otherwise be interpreted as being permitted by Table 4-3, or accessory uses in Section 36-4.04,~~ may be permitted through a Temporary Use Permit according to this section.

1. *Permit.* An application for a **temporary use** permit shall be submitted by the owner, or an agent of the owner with written permission from the owner at least 30 days prior to the desired issue date.
   a. The permit shall have a specified start and end date not more than 90 days per year, or be based on a schedule that includes no more than 36 days per year and no more than 12 occasions per year.
   b. All temporary and mobile vendors must be located on an approved temporary vendor site and shall not occupy an approved vendor site for a period greater than 180 days in a calendar year.
   c. The applicant shall submit a complete description of the event or activity, including anticipated traffic, hours and peak times of operation, access and circulation plans, the ability to accommodate fire and police access, and any need for special protection or other public safety, health and welfare needs.
   d. The applicant shall submit a plan identifying the extent of the grounds, gathering places and circulation routes, any streets or public spaces to be dedicated to the event, the location of all structures, equipment or other accessory facilities, and any utility needs for these structures, equipment or fixtures.
   e. The PD Director may extend the permit one time for up to an additional 3 days. The extension shall only be permitted based on circumstances not foreseeable at the time of the original permit and provided no problems have arisen under the original permit.

2. *Standards.* All activities and any temporary structures shall meet the following zoning district setbacks and standards:
   a. The **temporary** use shall be associated with a principal and permitted civic, commercial, or industrial use of the property; alternatively if located on a vacant lot or abandoned use, shall otherwise be for a temporary application of a permitted use in the district.
   b. Setback standards for all buildings, structures and facilities shall generally be met, except that the PD Director may account for temporary structures and facilities in the setback based on the nature of activities, duration of the event, degree of any immediate impacts on adjacent areas, and whether there is a plan for restoration of the area or other potential for lasting impacts on adjacent areas.
   c. Parking requirements shall be met for the principal use and the temporary use, except that the PD Director may account for any existing and underutilized parking, the duration of the event, the correspondence of different peak parking periods, presence of off-site parking, and any transportation management when considering appropriate parking relative to the permit.

3. *Criteria.* A temporary use permit shall be evaluated based on the following, in addition to all other general procedures and criteria for zoning site plans in Section 36-2.03:
   a. The proposed use shall be a scale, intensity, and format that ordinarily occurs in the vicinity considering the size, anticipated traffic, hours of operation and duration of the event.
   b. The anticipated traffic and parking can be handled by the existing street network, site access and lot layout, or the applicant has demonstrated sufficient management strategies and procedures to mitigate any potential negative effects on the area.
   c. The degree of potential negative impacts on adjacent property, and in particular the

likelihood of the event violating the general District Performance Standards in Section 36-4.05. The applicant may submit mitigation plans for any potential impacts, including limiting hours of operation, buffers and screening, transportation management, or other evidence or plans to accommodate concerns and limit impacts on surrounding property owners or residents.

d. The use shall comply with all other applicable codes, licenses, or other public health, safety, and welfare requirements.

e. The location subject to the temporary use permit shall be restored to its original condition upon the earlier of the expiration of permit or end of operation. Except, permanent improvements may be made to the location, and may remain with the property owner's written consent provided they meet all applicable zoning and site design standards.

4. The PD Director may impose any other conditions on a permit necessary to protect the public health, safety, and welfare.

36-4.04 Accessory Uses

A. **Accessory Uses, Generally.** All permitted principal uses may include accessory uses. All accessory uses, and any accessory use not specifically mentioned in this section, shall be subject to the following general standards:

1. The use and any structure is clearly incidental and subordinate to the principal use and is customarily associated with the principal use.

2. The use is on the same lot as an active principal use and is operated or managed under the same ownership or lessee as the principal use.

3. The use and any structures are compatible with the general character of the area and comparable in scale and intensity to other uses in the vicinity.

4. Any structures or site design elements associated with the use are not significantly different from what is typical for other allowed uses in the district, or where different can be screened or located to minimize impact on adjacent property.

5. There are no unusual traffic patterns or increases in activity that impact streets and public spaces differently than other allowed uses.

6. The use and any structure meet the development, design, and performance standards of the zoning district.

B. **Accessory Drive-Through.** Drive-through or drive-up service accessory to a permitted commercial use is allowed subject to the following standards, provided it is not otherwise prohibited by a specific plan or standard for a particular area.

1. Any drive through facility shall require a zoning site plan demonstrating compliance with these standards. Any drive through facility in the C-MX1, C-MX2, CC, and COM district shall also require a conditional use permit subject to the procedures and criteria in Section 36-2.04.

2. The service area shall not substantially expand the traffic or vehicle circulation otherwise necessary to access the site based on a traffic impact analysis or other traffic study associated with the application.
   a. In general, the service area shall use the same entrance and exit from the site as the principal use, unless a more remote or discrete service off an alley or secondary street better meets this criteria.
   b. Adequate stacking spaces for automobiles shall be provided to eliminate any impact on public streets.
   c. Circulation, stacking, and other access issues shall be designed in a manner that has the least impact on pedestrians entering the principal building from public

streets and from internal streets or parking areas.

3. Service areas and windows shall be located on the most remote wall possible, considering adjacencies to public-streetscapes, residential property, or other sensitive land use and urban design characteristics of the context.
   a. No service area or pick up window shall be located within 100 feet of any residential zoning district property unless enhanced site design or operational limits demonstrate visual and noise impacts are mitigated.
   b. Signs, speakers, or lighting elements shall not be visible or audible from the public right-of-way or adjacent residential property.
   c. Additional screening or buffers may be required beyond the standards of Section 36-8.04 in order to ensure compatibility of all facilities with the specific site.

4. Avoid potential pedestrian/vehicle conflicts on the site and along the streetscape. No access shall be provided on any street designed to walkable street standards in Section 36-3.03. (Pedestrian / Mixed-use street design types). Access from alleys, internal access, and the rear of buildings for drive-through services is required to preserve the streetscape design and development patterns of these areas.

5. The PD Director may require any other drive-through service area that does not clearly meet these standards and criteria to be reviewed subject to the procedures and criteria for conditional use permits in Section 36-2.04.

C. **Accessory Dwelling.** Accessory dwellings shall be accessory to a primary residential use on the lot and subject to the following additional standards:

1. Accessory dwelling units **(ADUs)** may be allowed on a lot with a principal detached house as follows:

Table 4-4: ADU Allowances

ADU Type	Zoning District	Principal Building Type	
ADU (attached or detached)	R-SF	Detached house – >6K s.f.lot	P
ADU (detached or attached)	R-MX1, R-MX-2, R-MX-3	Detached house – >6K s.f. lot	P
		Detached house – <6K s.f. lot	C
		Multi-unit house – any size lot	P
		Townhouse – any size lot	P
Multiple ADUs (2 to 3)	**R-MX1, R-MX2, R-MX3**~~All districts~~	Detached house – >10K s.f. lot	C

P = Permitted by right subject to this section

C = Permitted by conditional use permit subject to this section and the process and criteria in Section 36-2.04

2. The accessory dwelling shall **meet all applicable building and fire codes**~~not exceed 60% of the living area of the principal dwelling or 1,200 square feet, whichever is less~~.

3. **The number of accessory buildings allowed must be less than or equal to the number allowed under Article 5.**

4. One additional **off-street** parking space shall be provided on site **for each ADU**. The PD Director may waive the **off-street** parking requirement if **site constraints prohibit the appropriate and feasible placement of the additional required space(s)**~~the context and circumstances of each dwelling unit prove the space unnecessary~~.

~~5. All buildings, including any detached accessory structure, shall meet the development and design standards for the lot in Article 5.~~

5. The accessory dwelling shall **meet the design requirements of Section 5.04.C.4.**

6. **If attached to the** ~~be compatible with~~ principal building**, the accessory dwelling shall meet the requirements of Section 36-5.04 (Neighborhood Design)** in terms of massing, design, and materials.

7. Whether within the principal building or in a detached structure, the accessory dwelling shall be clearly subordinate to the principal dwelling through the location of parking, access, building entrances, and other design features that accommodate the dwelling.

8. In the R-SF district, the following additional conditions shall apply:
   a. The property owner shall occupy either the principal or accessory dwelling as their permanent residence in the R-SF district.
   b. Accessory dwellings shall be registered annually with the City finance director, and verify that the requirements of Chapter 18, Springfield City Code and the conditions of this section are met.

D. **Home Occupation.**

1. *Generally.* Home occupations are considered accessory to a primary residential use and shall meet all of the following additional standards unless specifically exempted in subsection 2:
   a. The occupation shall be limited to residents of the dwelling and no more than one additional non-resident employee. If the resident applicant is not the homeowner, the homeowner shall provide a notarized authorization with the permit application.
   b. All activity shall be conducted within an enclosed principal building or permitted accessory building, and limited to no more than 50% of the floor area of any one floor in the principal building.
   c. No traffic, utility impacts, services, or deliveries shall be generated by the home occupation that is abnormal to a residential neighborhood.
   d. Customer or patron visits shall be limited to between the hours of 7 a.m. and 7 p.m. All parking necessary for the use shall be confined to the garage, driveway, or street directly in front of the dwelling.
   e. The operation of any wholesale or retail business is prohibited unless it is conducted entirely by mail or sales events are transacted no more than once per week. Incidental sales of products associated with commercial services shall be permitted (e.g. instructional books sold in conjunction with music lessons).
   f. Any materials or equipment used in the home occupation shall be stored within an enclosed structure.
   g. No alteration of the exterior of the building or site shall be made which changes the residential character of the building or site.
   h. Signs for the business shall be limited to 1 non-illuminated sign, no more than 2 square feet, and within at least 10 feet of the primary entrance.
   i. In-home daycare as an accessory home occupation is subject to the standards of Chapter 38, Article IX.

2. *No-impact, Home-based Business.* Pursuant to Section 71.990, RSMo., no-impact, home-based businesses are not subject to the requirements listed in subsection 1. A "no-impact, home-based business" is a home occupation that:
   a. Involves the sale of lawful goods and services;
   b. Occurs inside the residential dwelling or in the yard of the residential dwelling;
   c. Is not visible from the street;
   d. Does not cause a substantial increase in traffic through the residential area;
   e. Does not violate any parking regulations; and
   f. Does not violate any narrowly tailored regulation established to:
      (1) protect the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control;
      (2) ensure that the business activity is compliant with state and federal law; and

(3) ensure that the business is paying all applicable taxes.

3. *Licensing.* All home-based businesses must obtain any business license required by the Code pertaining to the specific nature of the occupation but are not required to obtain a separate license to operate a home-based business.

E. **Outdoor Display & Service Areas**. Outdoor display and service areas accessory to a permitted commercial use are allowed subject to the following conditions:

1. Outdoor display and service areas shall be located on the same lot as the principal use or along the street frontage immediately abutting the use in the case of street front buildings.

2. A zoning site plan shall be provided for any outside display or service area more than 400 square feet, lasting more than seven consecutive days, or more than four separate occurrences per year. A zoning site plan shall show the location, area, and dimensions of the display area, and specifications for all lighting, fencing, screening or temporary or permanent structures.

3. The area shall be limited to no more than 25% of the ground floor area of the principal use, except where outdoor sales are a permitted principal use.

4. Display and service areas shall not be arranged where they interfere with pedestrian or building access or clear vision areas. At least 5 feet clear or at least 50% of the width any sidewalk, whichever is greater, shall be maintained for any display or service areas located on a sidewalk.

5. The area may be located in parking areas, provided it does not interfere with adequate parking and circulation of the entire site. The permanence of any structures shall be considered in evaluating the impact on adequate parking needs for the site.

6. The area shall be screened from view along any property line abutting a residential use or district according to Section 36-8.04.

7. In reviewing the zoning site plan, site conditions, operational limits, or performance standards to mitigate off-site impacts may be added by the PD Director to address specific sites or contexts.

F. **Recycling Collection Point.** Small recycling collection areas or similar drop-off kiosks for donations or reusable materials may be accessory use to a permitted civic, commercial, or industrial land use, limited to the following:

1. Facilities shall not be located within 50 feet of any residential zoning district, or when located with a civic use in a residential district, setback at least 50 feet from adjacent residential uses.

2. Facilities shall be set back at least 25 feet from any public right-of-way.

3. Permanent or temporary containers are limited to 1 per lot and 250 square feet, except lots over 1 acre may have up to 3 containers.

4. Facilities shall permit adequate circulation and access for drop-off of materials, and for the periodic removal of materials by larger vehicles.

5. The facility shall be placed on asphalt or concrete and shall not impact any landscaping or landscaped areas.

6. Facilities shall be placed on a more remote portion of the site, appropriately screened from adjacent property or right-of-way, and otherwise located in a manner to limit adverse impacts on adjacent property and the public streetscape.

7. The facility shall accept only non-perishable recyclable waste, or be a collection point for donation of reusable, non-perishable household items such as books or clothing.

8. No processing or other power-driven mechanical devices are permitted.

9. Containers shall be constructed and maintained with durable waterproof and rustproof material, and shall have sufficient capacity according to a collection schedule. All material shall be stored in the unit and shall not be left outside of the unit or exposed to elements when unattended.

10. Containers shall be clearly marked to identify the type of material that may be deposited, identify the name and contact information of the facility operator, a notice stating that no material shall be left outside the containers.

G. **Renewable Energy Facilities.** Small renewable energy facilities may be an accessory use to another permitted use subject to the following additional standards, and provided they meet the qualifications for a building permit in Chapter 38 of the Springfield Municipal Code. They may be permitted beyond the standards as specified below through a conditional use permit according to Section 36-2.04. Any renewable energy facility that does not meet the limits of this section or cannot qualify for a conditional use permit shall be considered a public utility service use and only allowed as permitted in Table 4-3 as a principal use of land.

Table 4-5: Accessory Renewable Energy Facilities

	Accessory Use by Building Permit	*Accessory Use by Conditional Use Permit*
Solar		
Building Mounted	▪ 8" max. off and parallel with pitched roof ▪ 3' max. off a flat roof	6' max. off a roof or building wall
	Any facility projecting more than 2' off a flat roof shall be screened from ground level or adjacent property by a parapet, or other architectural screen integral to the design of the building.	
Ground Mounted	▪ 6' high max. ▪ 10' setback min.	10' high max.
	Screened from adjacent property and ROW the same as all other mechanical equipment.	
Wind		
Building Mounted	▪ 4' max. above roof (residential buildings) ▪ 8' max. above roof (non-residential buildings)	▪ 12' max. above roof (residential buildings) ▪ 20' max. above roof (non-residential buildings)
Ground Mounted	▪ 30' max. height (residential districts) ▪ 45' max. height (nonresidential districts)	▪ 45' max. height (residential districts) ▪ 60' max. height (nonresidential districts)

H. **Temporary Storage Containers.**

1. *General Standards.* All temporary storage containers shall meet the following standards:
   a. All temporary storage containers are subject to all applicable public health and safety codes with respect to their placement, operation, and contents.
   b. Temporary storage containers shall be located at least 15 feet from the right-of-way, at least 10 feet from any other lot line, and outside any sight triangle affecting any intersection or access point.
   c. Temporary storage containers shall be located in the least prominent and practical location of the site considering:
      (1) Parking, access, and circulation;
      (2) Visibility form adjacent property, including the visibility from building frontages along a streetscape;
      (3) Landscape buffers and open spaces; and
      (4) Any other easements and access needs.

      All locations are considered "at risk" by the applicant, and may be forced to relocate in response to any rights of access to easements or

other problems associated with the location.

2. *Exemptions.* The standards in this section do not apply to:
   a. Permitted outdoor storage uses as a principal use;
   b. Permanent installations that meet the accessory building size, design, and location standards of the applicable zoning district;
   c. Containers in the public or railroad right-of-way placed by the entity with control over the right-of-way; and
   d. Storage containers associated with a valid construction permit for up to 30 days from the expiration of the permit. Storage containers associated with a construction project that does not require a permit shall comply with the temporary storage limits of this section.

3. *Nonresidential Limits.* Storage containers in nonresidential districts are subject to the following additional limitations:
   a. A maximum of 3 containers per premises, totaling no more than 800 square feet, or 8,000 cubic feet in size; and
   b. Not onsite more than 120 days in any 12-month period.

4. *Residential Limits.* Storage containers in residential districts are subject to the following additional limitations.
   a. Containers used for loading and unloading may be placed in the frontage area of the lot, including a driveway or legal parking space, and are limited to:
      (1) A maximum of 3 containers per premises, totaling no more than 500 square feet, or 4,000 cubic feet in size;
      (2) No more than 72 hours onsite per occurrence; and
      (3) No more than three occurrences in a 12-month period.
      (4) Storage containers may be placed in a driveway or legal parking space.
   b. Containers used for temporary storage shall be located outside of the frontage area of the lot and are limited to:
      (1) No more than 1 container and no more than 300 square feet and 2,400 cubic feet;
      (2) No more than 60 days onsite per occurrence; and
      (3) No more than 2 occurrences in a 12-month period.
5. Storage containers shall be located outside of the frontage area of the lot.

I. **Chickens.** The keeping or raising of six or less chicken hens are permitted as an accessory use in all zoning districts provided such use complies with all applicable sections of this code, including sections 18-12, 18-23, 18-24, 18-25, 18-59, and 78-113.

J. **Beekeeping.** Beekeeping (domestic honeybees, Apis Mellifera) is permitted as an accessory use in any zoning district provided:

1. No more than two hives, with only one colony in each hive, are allowed on lots of 5,000 square feet or larger. One additional hive is permitted on each additional 5,000 square feet.

2. Hives shall only be located in the rear yard. Hives shall be located at least five feet from all property lines.

3. Hives shall be located within a fenced enclosure. Said fence shall be at least 42 inches high.

4. Hives that are located within 20 feet of a property line shall be screened at the property line by a six-foot solid fence, wall or other barrier, which may be vegetative. The screen shall extend at least 20 feet in both directions from the point on the property line, or lines, where the hive is the closest to the property line. Vegetative screening shall be planted or maintained so as to form a continuous, unbroken, solid screen prior to the establishment of the hive.

36-4.05 District Performance Standards

A. **General Operation & Performance Standards.** All principal and accessory uses shall be operated in a manner that meets the performance standards in Table 4-6.

Table 4-6: District Performance Standards

	R-SF, R-MX1, R-MX2, R-MHC	*R-MX3, C-MX1*	*GI, C-MX2*	*GC, CC, LIC*	*HM*
Daytime Noise. Noise levels during business hours (7AM-7PM). [1]	55 db	65 db	65 db	70 db	75 db
Evening Noise. Noise levels outside general business hours (7PM – 12AM). [1]	50 db	55 db	65 db	70 db	75 db
Nighttime Noise. Noise levels during quiet hours (12AM – 7AM). [1]	45 db	45 db	55 db	60 db	65 db
Impacts Outside the Building. No odor, glare, vibration, smoke, or similar impacts shall be produced that is observable outside a building.	☑	☑	☑		
Impacts Beyond the Property Line. No odor, glare, vibration, smoke, dust, fumes, or heat shall be produced that is perceptible beyond the property line which could become a nuisance to adjacent uses. [2]	☑	☑	☑	☑	
Impacts to Health or Property. No particulate matter, or noxious or toxic matter shall be produced that could become damaging to humans or property beyond the property line.	☑	☑	☑	☑	☑
Lighting.	See Section 36-8.07				

[1] Noise levels in this table are operational and intensity standards for the district to achieve land use compatibility and shall not prohibit enforcement of any other noise standard for public health, safety, or anti-nuisance reasons. Noise levels shall be measured at the property line.

[2] Pollution and general nuisance standards shall be enforced in accordance all other health, sanitation, and nuisance standards of the Springfield Municipal Code.

B. **Exemptions.** The following activities are not subject to the performance standards:

1. Construction activity shall not be subject to the noise, impact, or lighting standards during daytime hours, or at other times specifically authorized by a valid construction permit due to necessity or public purposes to permit construction during non-business hours.

2. Ambient noise from traffic in the public right-of-way, or railroads and air travel operating according to applicable industry standards.

3. Noise caused by safety signals, warning devices, or otherwise resulting from emergency situations.

4. Noise associated with large public events otherwise permitted in the zoning district, or for any special events authorized by the city.

5. Noise may exceed levels by up to 10 decibels for no more than 15 minutes during any time period.

C. **Conditions & Compatibility**. The City may impose conditions upon the approval of any development application or any permit to ensure that it is compatible with adjacent uses and compliant with the district performance standards. Conditions may include:

1. Hours of operation, or limitations on specific activities such as outdoor seating, deliveries, or other higher-intensity activities that could impact adjacent property.

2. Location, design, and screening of outdoor activity areas, mechanical equipment, or other site activities that generate potential adverse impacts to adjacent uses.

3. Placement of facilities that require regular service of large or utility vehicles, such as trash receptacles or loading areas.

4. Location of outdoor speakers, communication, or other amplification systems.

5. Light height, intensity, shield and design, and hours of partial and full illumination beyond the design standards in Section 36-8.07.

36-4.06 General Use Restrictions

A. **Retail Liquor Sales.**

1. *Applicability.* No license shall be issued for the sale of intoxicating liquor at retail in any form notwithstanding that the proposed establishment is within the zoning district appropriate therefore under this chapter nor shall any such use be conducted in any zone of the city unless the following procedures shall be followed.

2. *Location with regard to R-SF, R-MX1, R-MHC, or PD Districts.* Whenever any application shall be received by the City for the establishment of a place for the sale of intoxicating liquor at retail in any form, it shall be determined by the officer charged with the responsibility of issuing such licenses whether or not the proposed establishment is located within 200 feet of any property zoned R-SF, R-MX1TH, R-MHC, or designated for single-family or two-family residential use in a PD district under this chapter. In the event there shall be no such property within 200 feet from the proposed location and the application shall otherwise be appropriate and authorized by the laws of the City, then the license may be issued.

3. *Application Fee.* If the proposed establishment is within 200 feet of property zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, then the person charged with the responsibility of accepting applications for such establishments on behalf of the city shall require to be filed there with a fee set by ordinance.

4. *Public Notice.* Thereupon, the applicant shall cause to be posted in four places in the vicinity of the property which is so zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, and which is within 200 feet of the proposed establishment a notice setting forth the proposed application and advising that persons within said 200 feet owning or occupying property zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, shall have the right within 21 days from the date that the notice shall first be posted in which to protest the granting of a license for the establishment and the use of the land therefore, including instructions for filing said protest. In addition, said notice shall be mailed to all persons within said 200 feet owning or occupying property zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, said mailing to occur by first-class mail no later than three days prior to the posting described herein. Deposit in the United States mail, with postage prepaid, shall constitute proof of compliance with the mailing notice requirement.

5. *Protest Requirements.* If within the 21 days aforesaid there shall be filed with the officer of the city charged with receiving applications for liquor licenses a protest to granting the license for the proposed establishment signed by at least 50% of the owners and/or occupants of the land so zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, and located within 200 feet of the proposed establishment, then the application shall be forwarded to City Council for its resolution in favor or against said application. If, however, no such protest shall be filed within 21 days or if the same shall be insufficient, thereupon the license may issue, all other requirements of the law of the City of Springfield having been met and complied with.
   a. For the purpose of this section, only one signature per land parcel, whether property owner or occupant, shall be counted in determining whether the 50% threshold for protest has been satisfied. In the event of conflict between the owner and occupant, the

owner shall prevail. In the event that an occupant files a protest, but the owner does not, the owner shall be notified of said protest. The notice shall be mailed by first-class mail no later than three days after the deadline to file a protest. Deposit in the United States mail, with postage prepaid, shall constitute proof of compliance with this notice requirement. The owner shall have seven days from the date of mailing to file with the officer of the city charged with receiving applications for liquor licenses a withdrawal of the occupant's protest.

b. The official of the City of Springfield charged with the responsibility of accepting applications for licenses for the sale of intoxicating liquor at retail shall have the authority from time to time to prepare forms to implement this section including protest forms, application forms, and forms for notice, forms for proof of ownership and/or occupancy, and other appropriate requirements. Forms of protest shall in any event be acknowledged by some person other than a protesting owner or occupant located within the 200 feet area acknowledging the signatures of the persons contained thereon to be the free act and deed of the persons so signing. In determining those persons entitled to be counted in such protest, only those persons who are owners or occupants of the land of record on the date that the application shall have been filed shall be entitled to protest.

c. Notwithstanding the provisions of this section, the Finance Director may issue a license for the same location to any purchaser of a retail liquor establishment which was duly licensed at the time of the purchase providing the purchaser makes proper application and is qualified and eligible to hold a license and providing that the provisions of Section 10-36 of the Springfield City Code shall have been complied with; nor shall the provisions of this section prohibit the reissuance of licenses for previously existing duly licensed establishments.

6. *Exemption From Notice.* The applicant shall be exempted from the notice and publication requirements herein, and only those requirements, if 100% of all owners and occupants of residential property as set forth herein, file a notarized waiver of protest setting forth the case or license number, address of establishment, and indicating they have no opposition to the proposed use, and the license may issue providing the applicant has complied with all other applicable requirements.

B. **Utilities.**

1. *Utility Distribution Facilities.* Utility distribution facilities shall be exempt from the requirements of this chapter except as follows:

a. In new subdivisions, electric power lines of 13,200 volts or less, telephone lines, fiber optic cables, or any other wires, cables or conduits for conveyance of electrical power or the communications of messages, data or signals, and appurtenant equipment shall be placed underground. Utility providers may grant waivers from the requirement for placing utilities underground if economic or technological factors found to exist on a site make placement underground not practically feasible. It is the intent of this subsection that all utility providers develop policies and programs to promote the placement of utilities underground. Temporary poles, overhead wires, and associated overhead structures, to be used in conjunction with construction projects or to provide emergency service shall be exempt from the requirements of this chapter.

b. All other new and relocated electric power lines of 13,200 volts or less, telephone lines, fiber optic cables, or any other wires, cables or conduits for conveyance of electrical power or the communications of messages, data or signals, and appurtenant equipment, shall, according to the utilities policies, be placed underground to the maximum extent practical.

c. Utility poles utilized for the support of electrical, telephone, cable television or other video services, street lighting, or other similar cables, and located within the right-of-way or utility easements that serve as support structures for wireless telecommunications facilities. No attachment for wireless communications devices shall be attached on a pole closer than 400 feet from another pole attachment for wireless communications devices as measured along either side of the easement or right-of-way. Such utility poles shall be placed in accordance with the following matrix based on the zoning classification in which the utility pole is located:

Table 4-7: Utility Pole Placement		
Zoning Classification	***Easement*** *(1)*	***ROW***
Residential (R-SF, R-MX1, R-MX2, R-MX3, and R-MHC)	50 feet	60 feet
Government & Institutional (GI)	70 feet	80 feet
Commercial (C-MX1, C-MX2, GC, CC, and COM)	80 feet	90 feet
Industrial (LIC and HM)	90 feet	100 feet
Planned Development/Planned Zoning (based on use)	Individual case basis	Individual case basis

[1] Any easement utilized must adjoin right-of-way.

d. Any equipment placed on the utility pole must be located at a sufficient height to meet any federal or state requirements or occupy no more than a 20 square foot area on the ground adjacent to the pole and not occupy any sight restrictions for adjacent driveways, access points and right-of-way.
e. Existing poles exceeding the matrix height criteria shall be considered conforming and may be replaced as needed with another pole of like size.
f. This section, 36-4.06.B, shall not apply to wireless telecommunications facilities used for internal utility operations.

2. *Utility Substation Facilities.* Utility substation facilities shall be permitted in any district and shall comply with the following requirements:
   a. All utility substation facilities are exempt from the height requirements of this chapter but shall meet all other lot size, bulk, and open space requirements of this chapter.
   b. When the facility is not contained within an enclosed building, a fence or wall at least 8 feet high shall be provided. The fence or wall shall meet the front setback requirements of the district up to a maximum of 25 feet. If a chainlink security fence is provided and a front setback is required, a vegetative screen that will reach the height of the fence within three years after planting shall be planted between the fence and the street. A vegetative screen is not required if the chainlink security fence is more than 100 feet from the property line.

3. *Utility Transmission Facilities.* Utility transmission facilities shall be exempt from the requirements of this chapter.

4. *Other Facilities.*
   a. *Exemptions.* The following utility uses are exempt from the requirements of this chapter provided the use meets the design requirements of the City of Springfield and its location is approved by the City of Springfield:
      (1) Facilities for the detention or collection of stormwater; and
      (2) Civil defense warning sirens.
   b. *Lot Size Requirements and Bulk Regulations.* Notwithstanding any other provision of this chapter, none of the following public utility or public service uses shall be required to comply with the lot size requirements or bulk regulations of the zoning district in which they are located:
      (1) Water standpipes, and elevated, and ground-level, water storage tanks; and
      (2) Stormwater detention, retention, and treatment facilities.

C. **Economic and Housing Access Calamity.**

1. During such time that City Council has declared an Economic and Housing Access Calamity for the working poor and unemployed within the city of Springfield, Missouri, individuals, agencies, or churches that are able to meet building, safety, and health codes for such a use may establish facilities during the pendency of the calamity to provide food and lodging to the unemployed and working poor, who are without a permanent residence or dwelling, and such shall not be considered a "transitional/emergency shelter" as that term is defined in Section 36-11.02, and are excepted from the general requirements of the city's building, zoning, health, and fire codes herein.

2. The departments of Fire, Health, and Building Development Services shall determine the applicability of the various city codes and whether a facility meets such code provisions, as well as whether any codes may be adjusted administratively on a site-by-site basis to meet the intent of this section.

3. In accordance with the goals and intent of this subsection, the BDS Director together with the departments of fire and health may exempt, modify or adjust existing codes after due consideration for (including, but not limited to) venue, density of population, intensity of use, ingress-egress, exit travel, fire safety, hours of operation, sanitary services and adjacent properties.

4. Any individuals, agencies or churches desiring to operate a facility under this subsection shall apply to the BDS Director for a certificate of occupancy at no cost and showing compliance or exceptions from certain code requirements. Such certificate must be renewed annually. Such applications shall be made on a form provided by the BDS Director.

5. Under no event shall a certificate of occupancy be issued for a shelter herein if it is less than 1,000 feet from an elementary or secondary school, unless said shelter is given written consent of the governing body of such school.

6. Upon the expiration of the declared economic and housing access calamity, all permitted shelters shall cease operations within 90 days.

D. **Residential Occupancy.**

1. *Intent.* This section is intended to reasonably regulate the number of persons who can live in a residential dwelling unit. Such regulation is needed to provide density control; preserve and enhance residential neighborhoods as stable, quiet places for citizens to live and raise children; protect safety and welfare; and maintain property values. Such limits are also needed to ensure that there are adequate public and private facilities including adequate off-street parking, utilities, and adequate lot size to accommodate the residents of each dwelling unit without impairing the character of the neighborhood. The city also finds there are a number of residential living arrangements other than the traditional biological family arrangement. This section is intended also to accommodate those alternative living arrangements.

2. *Occupancy.* A dwelling unit may not be occupied by more persons than one of the following family living arrangements:
   a. One or more persons related by blood, marriage, adoption, or guardianship living as a single housekeeping unit, in any district.
   b. Three or less unrelated persons or two unrelated persons, plus their biological, adopted or foster children, or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit, in any district.
   c. Four persons or less living as a single housekeeping unit in the R-MX1, R-MX2, R-MX3 districts and nonresidential districts which permit multifamily dwellings provided the off-street parking requirements of this chapter are met, otherwise three persons or less are permitted.

3. *Exclusions.* A single housekeeping unit shall not be construed to mean a fraternity, sorority, club, or institutional group.

E. **Travel Trailer, Camper, Recreational Vehicle, and other Trailer Parking**. The parking of a travel trailer, camper, or recreational vehicle for overnight accommodations or dwelling purposes in any district shall be prohibited except when such travel trailer, camper, or recreational vehicle is located in a licensed campground or recreational vehicle park. The parking or storing of a travel trailer, camper or recreational vehicle other than a mobile home in any district not in a licensed campground or recreational vehicle park, shall be permitted provided that no living quarters shall be maintained while such travel trailer, camper or recreational vehicle is parked or stored. No travel trailer, camper, recreational vehicle or any other trailer shall be parked in the required front yard of a lot or tract of land in any residential district or a lot or tract of land used for residential purposes in any other district except in a driveway leading to a required off-street parking space for a detached house, duplex, multi-unit house, townhouse, small-format house, or manufactured home on an individual lot.

F. **Commercial Vehicle Parking.** The storage or parking of a van, bus, truck, tractor or trailer or other vehicle used for commercial purposes with a gross vehicle weight of more than 19,500 pounds, or any single unit with more than one drive axle, in a residential district is prohibited. Any vehicle shall be exempted from this provision while providing repairs, deliveries or other services to the premises in the district. Also exempted shall be all emergency vehicles, utility company vehicles, and vehicles on city or official government business.

G. **No Public Water or Public Sewer.** No use, which requires potable water or sewage disposal to operate, shall be established on a parcel of less than three acres unless both public water and public sewer are provided.

H. **Reasonable Accommodation Policy and Procedure.**

1. ***Purpose and Scope*. This section implements the policy of the City of Springfield, Missouri, on requests for reasonable accommodation from its rules, policies, and procedures for persons with disabilities. Any person with a disability may request a reasonable accommodation with respect to the land use or zoning laws, rules, policies, practices, or procedures of the city pursuant to this section. Nothing in this section requires persons with disabilities or operators of group homes for persons with disabilities which are operating in accordance with applicable zoning, licensing, and land use laws to seek reasonable accommodation under this section.**

2. ***Definitions*. The following definitions shall apply to this section 36-4.06.H; if a term is not defined in this section, the term shall have the same meaning prescribed in Article 11 of this chapter.**

(a) ***Applicant*. An individual, group, or entity making a request for reasonable accommodation pursuant to this section. An applicant can be the disabled person or a person acting on behalf of, and at the request of, said disabled person.**

(b) ***Department*. The Building Development Services (BDS) Department of the City of Springfield, Missouri.**

(c) ***Disabled person*. Any individual who:**

i. **Has a physical or mental impairment that substantially limits one or more major life activities;**

ii. **Is perceived as having such an impairment; and**

iii. **Has a documented history of such an impairment.**

(d) ***Major life activity*. Those activities that are of a central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for oneself, learning, and speaking. Major life activities do not include environmental, cultural, or economic disadvantages.**

(e) ***Physical or mental impairment.*** Any physiological condition, cosmetic disfigurement, or anatomical loss affecting body systems, as well as mental or psychological disorders, such as intellectual disabilities or emotional illness. While this includes alcoholism and drug addiction, it does not include current, illegal use of a controlled substance.

(f) ***Reasonable accommodation.*** A change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a disabled person to have an equal opportunity to use and enjoy a dwelling.

(g) ***Zoning Ordinance.*** Those regulations contained in Chapter 36 of the City Code of the City of Springfield, Missouri.

3. ***Requesting reasonable accommodations.*** In order to make a dwelling available to one or more individuals with disabilities, an applicant may request a reasonable accommodation relating to the various land use or zoning rules, policies, practices, or procedures of the City applicable to such housing. Such a request can be made in writing or orally to the Director of the Department and must contain:

(a) The name and address of the owner of the property;

(b) An explanation of the accommodation requested; and

(c) An explanation of the relationship between the requested accommodation and the disability.

The Department shall provide reasonable assistance necessary to an applicant in making a request for reasonable accommodation throughout the process.

4. ***Procedure.***

A. The Director of the Department shall make an initial review of the request for reasonable accommodation upon receipt of such a request. The Director may approve a request for reasonable accommodation upon the information provided in the application if all requirements are met by the contents of the application. The Director may make such investigation or request such information from the applicant, as provided herein, to determine the disposition of the application.

B. The request for reasonable accommodation shall be forwarded to the Administrative Review Committee (ARC) when:

(a) The Director does not have the authority to grant the request for reasonable accommodation; or

(b) The Director fails to grant the request for reasonable accommodation within 30 days of receipt of the request.

C. The ARC shall issue a written determination within 30 days of receiving the request for reasonable accommodation from the Director, and may either grant or deny the request.

(a) The ARC may approve the request for reasonable accommodation without meeting with the applicant if all requirements are met by the contents of the application.

(b) The ARC may not deny a request for reasonable accommodation without offering the applicant an opportunity to meet with the ARC.

(c) If reasonably necessary to reach a determination, the ARC may, prior to the end of the 30-day period, request additional information from the applicant, specifying in detail what information is required.

i. The applicant shall have 15 days from the date of the request for additional information to provide such information.

ii. The initial 30-day period shall be stayed upon issuance of the request for additional information, and the ARC shall provide its written determination within 30 days of receipt of the additional information.

iii. If the applicant does not provide the requested information, the ARC shall issue its written determination within 30 days of the expiration of the 15-day period provided the applicant to respond.

(d) The ARC shall not request additional information regarding the applicant's disability or need for the requested accommodation if such information is readily apparent.

D. Nothing in this section shall prohibit the Director from consulting with the ARC regarding requests for reasonable accommodation or from consulting with the applicant to supplement their application, if possible.

E. Information provided pursuant to this section shall be kept confidential, as permitted by law. The Department shall provide written notice to the applicant, and any person designated by the applicant to represent the applicant in the application process, of any requested received by the Department for disclosure of any information or documentation which the applicant submitted in applying for a reasonable accommodation pursuant to this section. The Department will provide reasonable cooperation with the applicant, to the extent allowed by law, in actions initiated by the applicant to oppose the disclosure of such information or documentation.

5. ***Determination.***

A. Determinations shall be made in writing and sent to the applicant by certified mail, return receipt requested, and by first-class mail.

B. The following findings, while not exhaustive of all considerations and findings that may be relevant, shall be made before any action is taken to approve or deny a request for reasonable accommodation and shall be incorporated into the record relating to such approval or denial:

(a) Whether the accommodation requested may be necessary to afford one or more persons with disabilities equal opportunity to use and enjoy a specific dwelling.

(b) Such a finding requires that there be an identifiable relationship, or nexus, between the requested accommodation and the applicant's disability.

(c) Whether the requested accommodation would impose undue financial or administrative burdens on the City.

C. A determination of denial shall inform the applicant of the right to an appeal under the process detailed in Section 36-2.08.

6. A request for a reasonable accommodation shall be denied if any of the following factors are found:

A. The request was not made by, or on behalf of, a disabled person;

B. There is no disability-related need for the accommodation; or

C. The requested accommodation is not reasonable. An accommodation is not reasonable if the requested accommodation would:

(a) Impose an undue financial or administrative burden on the City; or

(b) Required a fundamental alteration of the City's Zoning Ordinance.

7. When a request for a reasonable accommodation is denied, reasonable efforts shall be made to cooperate with the applicant to provide an alternative reasonable accommodation that would address the applicant's disability-related needs. If, after reasonable efforts, an alternative reasonable accommodation is not approved, the denial of the request shall become final and the 30-day period for appeal shall begin.

8. The City shall not impose any fees or costs in connection with a request for reasonable accommodation under the provisions of this section or an appeal of a denial of such request by the ARC. Nothing in this section obligates the City to pay an applicant's attorney fees or costs.

9. ***Stay of enforcement***. While an application for reasonable accommodation or appeal of a denial of said application is pending, the City will not enforce the Zoning Ordinance against the applicant.

10. ***Recordkeeping***. The City shall maintain records of all requests for reasonable accommodations, both written and oral, and the City's responses thereto, as required by state law.

Article 5. Residential Development & Design

36-5.01 Intent
36-5.02 Applicability
36-5.03 Development & Dimension Standards
36-5.04 Neighborhood Design
36-5.05 Alternative Patterns

36-5.01 Intent

The Residential Development & Design standards have the following intent:

A. Enhance the appearance and livability of neighborhoods through thoughtful neighborhood design, including streetscapes, parks and trails, and other focal points that shape neighborhood character.

B. Strengthen the unique character and identity of distinct neighborhoods including suburban and urban contexts.

C. Provide housing variety throughout the city and a compatible mix of building types within neighborhoods.

D. Restore and revitalize neighborhoods with appropriate-scale infill and rehabilitation projects.

E. Foster “complete neighborhoods” by ensuring proximity and access to neighborhood-supporting uses and housing integrated into mixed-use districts and corridors.

F. Promote lasting and sustained investment in neighborhoods with quality design.

36-5.02 Applicability

A. The standards in this article shall apply to all development in the R-SF, R-MX1, R-MX2, R-MX3, and R-MHC districts, except where sections state applicability only to specific districts or specific circumstances.

B. The standards shall apply to any redevelopment or rehabilitation of existing residential projects permitted in nonresidential districts. In these cases, the standards of the applicable building type shall apply.

C. The standards **in Table 5-5**~~of the R-MX2 district~~ shall apply to any new residential projects permitted in a nonresidential district~~s~~ or where a building is primarily (more than 50%) residential.

D. Modifications or additions to buildings or sites shall meet these standards to the extent of the modification or addition.

E. The standards shall not apply to routine maintenance of existing buildings, provided the maintenance to any building may not occur in a manner that creates additional, substantial noncompliance with these standards.

F. The standards do not apply to previously established PDs, except that any amendments to the standards of existing PDs shall be brought into conformance with the standards of this code. New similar Planned Zonings shall use these standards as a base line but may modify or add additional standards through

the planned zoning process in Section 36-2.06.

G. The standards do not apply to previously established UCDs, except that amendments to the standards of existing UCDs shall use these standards as a base line but may modify or add additional standards through the planned zoning process in Section 36-2.06.

H. The Neighborhood Design standards in Section 36-5.04 are basic city-wide design standards to implement the Center City Neighborhoods, Mixed Residential, and Traditional Neighborhoods placetypes in the comprehensive plan. These standards do not preclude the application of additional supplemental design guidelines for a particular area or building type, except that no guideline may be used to modify or amend the application of a requirement in this code, except as specified in the planned zoning process in Section 36-2.06. ~~Specific guidelines shall be listed in Appendix A.~~

36-5.03 Development & Dimension Standards

A. **Building Types & Lot Standards.** The development standards for residential districts shall be based on the different building types permitted in each district, specified in Table 5-1.

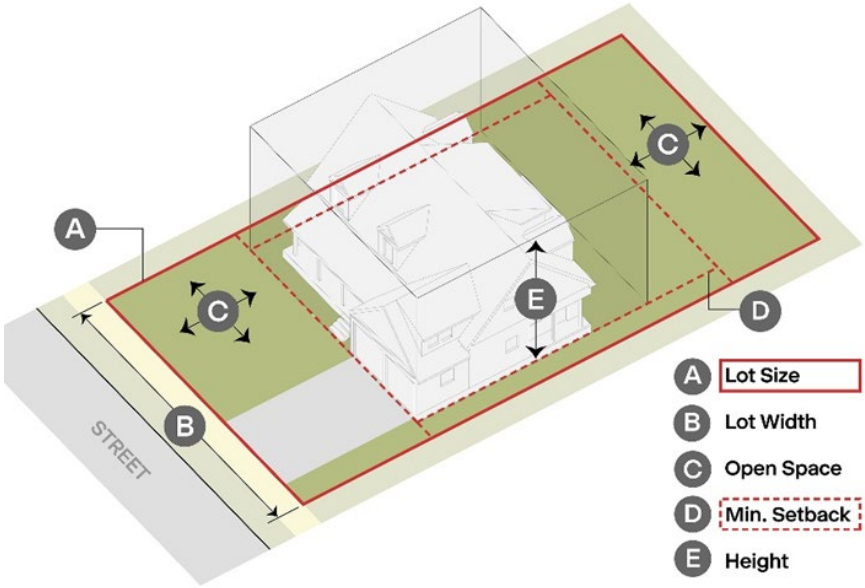


Figure 5-1 Building Types
Building types in Table 5-1 are distinguished based on lot sizes, unit configuration, building footprints, building massing, building placement, and frontage designs. This diagram illustrates these key standards in Table 5-1 applied to a typical lot.

Table 5-1: Residential Building & Lot Standards

Building Type	Zoning Districts (P = Permitted, C = CUP)					# of Principal Dwelling Units Per Lot	Lot Standards					Building Standards			
	R-SF	R-MX1	R-MX2	R-MX3	R-MHC		Minimum Lot Area	Maximum Lot Area [4]	Minimum Lot Width	Maximum Lot Width [4]	Minimum Open Space	Maximum Height [3]	Minimum Setbacks		
													Front [2]	Side	Rear
Detached House –*Standard Lot*	P	P				1	6K s.f.	n/a	50’	50’ +	30%	35’ 2.5 stories	25’	5’	10’
Detached House – *Urban Lot*		P	P		P	1	4K s.f.	n/a	35’	50’ [1]	30%	35’ 2.5 stories	25’	5’	10’
Detached House – *Small-format*	C	C	P	P	P	1	2K s.f.	n/a	25’	35’ [1]	30%	25’ 2 stories	25’	5’	10’
Detached House – *Manufactured*					P	1	2K s.f.	n/a	25’	35’	30%	25’ 2 stories	25’	5’	10’
Duplex / Multi-unit House		P	P	P		2 - 4	~~6K~~ 3K s.f. / unit min.	12K s.f.	50’	n/a [1]	20%	35’ 2.5 stories	25’	5’	10’
Townhouse – *Large Lot*		P	P	P		3 - 6	2.4K s.f. / unit min.	20K s.f.	20’ / unit	150’	20%	40’ 3 stories	15’ - 25’	5’	10’
Townhouse – *Small Lot*		C	P	P		3 - 8	1.5K s.f./ unit min.	16K s.f.	14’ / unit	125’	20%	40’ 3 stories	15’ – 25’	5’	10’
Apartment – *Small Lot*			P	P		3 -12	1.5K s.f./ unit min.	20K s.f.	50’	150’	20%	55’ 4 stories	15’ - 25’	5’	10’
Apartment – *Medium Lot*			P	P		13 - 40	1.5K s.f. / unit min.	¼ block	100’	200’	20%	65’ 5 stories	15’ – 25’	5’	10’
Apartment – *Large Lot*				P		13 +	1.1K s.f./ unit min.	½ block	100’	300’	20%	n/a	15’ – 25’	5’	25’
Apartment – *Complex*				P		17.7 du/ac.	8.5K s.f.min./ 2.45 K s.f. / unit min.	n/a	100’	n/a	30%	40’ 3 stories	25’	5’	25’
Civic / Institutional Buildings *(permitted nonresidential uses)*	P	P	P	P	P	n/a	20K	n/a	n/a	200’	40%	40’ 3 stories	25’	25’	n/a

[1] Smaller or narrower lots may require between 5’ and 10’ additional width on corner lots to allow proper building placement and orientation according to Section 36-5.03.C.2.

[2] Front setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-5.04.B.

[3] Any portion of a multi-unit building taller than 32’ shall be setback at least 15’ when property adjoins an R-SF district, and any apartment building taller than 32’ shall comply with the 45- degree bulk plane when property adjoins a R-SF district.

[4] See Section 36-5.03.C.

Figure 5-2 Apartment Complex Configuration: Conventional & Connected
The Conventional apartment complex faces inward toward its parking lot with a single frontage. Connected apartment complexes are organized around a connected street or drive network, mimicking public street and streetscape networks, providing access through individual street frontages. The individual buildings of the Connected complex should adhere to the development standards for Apartments – Small, Medium, and Large (Table 5-1: Residential Building & Lot Standards), depending on the development context, within the complex.

B. **Accessory Buildings – Residential.** Accessory buildings shall be permitted in association with and on the same lot as a principal building, subject to the standards in Table 5-2 and to the following additional limitations:

Table 5-2: Residential Accessory ~~Buildings~~Structures

Type	*Quantity*	*Size*	*Height*	*Setbacks*
Minor Structure (small shed, playhouse, and similar structures)	▪ 1 / each 3k s.f. of lot ▪ Maximum of 4	200 s.f. max.	▪ 12' max. ▪ 16' if roof pitch is 4:12 or greater	▪ 3' side and rear; except accessory structures that share a common wall or abut for their entire length on a lot line ▪ Behind the front of the principal structure
Secondary Building (detached accessory building, guest house, and similar structures)	1 / principal building	No more than 1/2 of principal building footprint	22' max., but no higher than principal structure	▪ 3' from side and rear ▪ Behind the front of building line of the principal structure
	Any building over 16' high or more than 200 square feet shall meet the design standards in Section 36-5.03.B.5.			

1. All accessory buildings shall be at least 10 feet from the principal building, unless otherwise specified by applicable building codes based on fire ratings of adjacent walls.

2. Accessory buildings shall be clearly incidental and subordinate to the principal building or use in terms of scale, location, and orientation.

3. ~~Minor a~~**Accessory buildings or** structures of 120 square feet or less, and not built on a slab or similar foundation, do not have a required interior side or rear setback but shall be movable and are otherwise placed "at risk" by the owner with regard to any easements, fence, or screening requirements.

4. On corner lots, ~~minor~~ accessory **buildings or** structures shall be located behind the front building line of the adjacent principal building, unless they are more than 50 feet from the adjacent principal building.

5. ~~Secondary~~ **B**~~b~~uildings over 200 square feet or over 16 feet high shall meet the following massing and design standards to ensure compatibility with the principal structure:
   a. The wall height shall not exceed 10 feet above the finished floor, except that gables, dormers, or other subordinate walls may support a pitched roof.
   b. The roof peak or other top of structure shall not exceed 22 feet above finished floor for pitched roofs with a 6:12 pitch or greater, and no more than 16 feet for shed roofs or pitched roofs below a 6:12 pitch.
   c. The design shall be compatible with the principal building considering materials, architectural details and style, window and door details, and roof forms.
   d. ~~Secondary~~ **B**~~b~~uildings with vehicle access directly from an alley or shared easement shall be positioned to prevent parking that encroaches **onto**~~in~~ the alley or easement. They may be built with the access between 0 and 3 feet from the alley or shared easement, or with the **parking**~~access~~ at least 20 feet from the alley or shared easement.

6. Any building or structure exceeding the limits in Table 5-2 shall be treated as a second principal building and meet all lot and building design standards for a principal building.

C. **Dimension Exceptions.** The following are exceptions to setback and building dimensions standards established in Table 5-1.

1. Lot and Building Configurations. Maximum lot areas and lot widths in Table 5-1 may be exceeded to accommodate a project provided:
   a. All building sites meet the standards for open space, setbacks and building height outlined in Table 5-1.
   b. All building sites meet the standards for lot frontage, lot access, utility service, including fronting on public streets or any other internal access lanes or open and civic spaces allowed in this code.
   c. Multiple building sites are designed and situated within a street block pattern or utilize a private internal access lane to mimic a street system to meet the standards in Section 3.03.B and are not used in a manner to avoid or disrupt street connectivity.
   d. Building sites shall show a site plan that mimics lot boundaries and building setbacks as if platted to meet section 3.03.B
   e. Townhouses and side-by-side duplexes may have individual units platted on separate lots, provided the building meets the standards in Table 5-1 and each unit complies with any per-unit or proportional standards for each lot. The lots shall be platted with a party wall meeting standards of the building code.
   f. Side lot easements between abutting lots may be granted in association with a plat to have the effect of “zero lot line” configurations. Easements for exclusive use of the side yard may be granted to the abutting owner to meet the lot open space requirements and design standards in Section 5.03 for the grantee, while maintaining the required setbacks from the platted lot line for each building in Table 5-1 for the grantor. Easements shall be private agreements and must account for all access and maintenance responsibility for the lots, open space, and buildings.
   g. The front setbacks for each building may be modified according to the frontage types and Frontage Design Standards in Section 5.04.B.
   h. Lots may be configured in a Courtyard Pattern as provided in Section 5.05.B.
   i. Lots may be configured in a Cluster Pattern as provided in Section 5.05.C.

Figure 5-3 Side Lot Easements
Side lot easements may be used to provide more contiguous areas to meet the lot open space requirements and have the effect of a zero lot line configuration. (36-5.03.C.1.b).

2. *Corner Lot Configurations.* When applying building, lot, and frontage standards to corner lots, the lots may be arranged in one of three patterns based on the context of the block and abutting lots:

   a. *Standard Corner.* The building orients to the same street as all other buildings on the same block face. An additional 5 feet shall be added to the required side setback on the street side lot line. Side and rear setbacks apply to the remaining sides.

   b. *Reverse Corner.* The building orients to the shorter side of the block (end grain) and not the longer block face that other lots internal to the block orient to. An additional 15 feet shall be added to the required side setback on the street side lot line, or a setback of 50% of established front setback of the abutting lot, whichever is less. Side and rear setbacks apply to the remaining sides.

   c. *Corner Orientation.* The building orients to both streets, with the front setback and frontage design applying on both street sides. The two remaining lot lines are treated as side setbacks and there is no rear setback.

Figure 5-4 Corner Lot Setbacks

3. *Setback Encroachments.* The following encroachments into the required setback are permitted, except in no case shall this authorize structures that violate the provisions of any easement.
   a. Primary entrance features may encroach beyond the required front building line, as specified in Section 36-5.04.B.2.
   b. Structural projections such as bay windows, balconies, canopies, chimneys, eaves, cornices, awnings, open fire escapes, egress wells, or other non- foundational overhangs or projections may extend up to 4 feet from the foundation and encroach into the setback, provided they:
      (1) Are no closer than 2 feet from any lot line; and
      (2) Are limited to no more than 20% of the total area of a building elevation.
   c. Unenclosed and un-roofed decks or patios at or below the first-floor elevation may extend into the rear or side setback up to 15 feet but no closer than 5 feet from any street side lot line and 3 feet to any other lot line.
   d. Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be located in the side or rear setback provided they:
      (1) Are no taller than 4 feet high;
      (2) Extend no more than 6 feet from the principal building, and no closer than 3 feet to the lot line; and
      (3) Are screened from public right-of-way **according to the most recently updated specifications of the utility provider**~~by a solid structure and landscape~~.

      These limitations do not apply to any utility structures otherwise authorized to be located according to easements or in the right-of-way, which shall follow the location and design standards of those specific authorizations.
   e. Any other accessory structure within the setback, not specified in Section 36-5.03.B, shall have a setback of at least one-half its height from the property line.

4. *Height Exceptions.* The following are exceptions to the height limits in Table 5-1:
   a. Building elements integral to the design and construction of the building, such as parapet walls, false mansards, or other design elements essential to a quality appearance of the building may extend up to 6 feet above the roof deck of a flat roof.
   b. Architectural features such as chimneys, ornamental towers and spires, and similar accessory elements may extend up to 50% above the actual building height, provided they are integral to the specific architectural style of the building and are less than 15% of the building footprint.
   c. Functional and mechanical equipment such as elevator bulkheads, cooling towers, smokestacks, roof vents, or other equipment may be built up to their necessary height in accordance with building codes provided they are screened according to the standards of this code.

36-5.04 Neighborhood Design

A. **Design Objectives.** The Neighborhood Design standards have the following design objectives:

1. Enhance the image of neighborhoods by coordinating streetscape investment with private lot and building investment.

2. Design frontages to the context of the neighborhood, block, and street.

3. Relate buildings and sites to the streetscape in a consistent manner and creating compatible massing along the block face.

4. Provide outdoor social spaces that activate the streetscape and limit the cumulative impact of frontages designed for car access.

5. Use front entry features to reinforce neighborhood character, promote unique designs, create subtle variation in building patterns, and provide human-scale connections to the streetscape.

6. Promote appropriate massing of buildings in relation to the lot and in relation to buildings and open spaces on adjacent lots.

7. Use human-scale features and details to provide visual interest and compatible designs.

8. Encourage unique architectural expressions and promote the use of key details and design characteristics inherent in the chosen style for a building.

9. Ensure access to a variety of different types of open spaces including natural areas, park and recreation amenities, and formal gathering spaces.

B. **Frontage Design.** Neighborhood lot and building frontages shall be designed according to the types in Table 5-4, and be applied based on the context of the neighborhood and block. Frontage design standards shall be applied to any building facade facing public streets, sidewalks, bike paths, parks, and trails, including those not immediately adjacent to a street. Frontage types may modify the required front setbacks in Table 5-1 to create a consistent frontage design and streetscape relationships with other lots and buildings along a block. Subsections following the table provide specific design strategies and techniques to meet the standards.

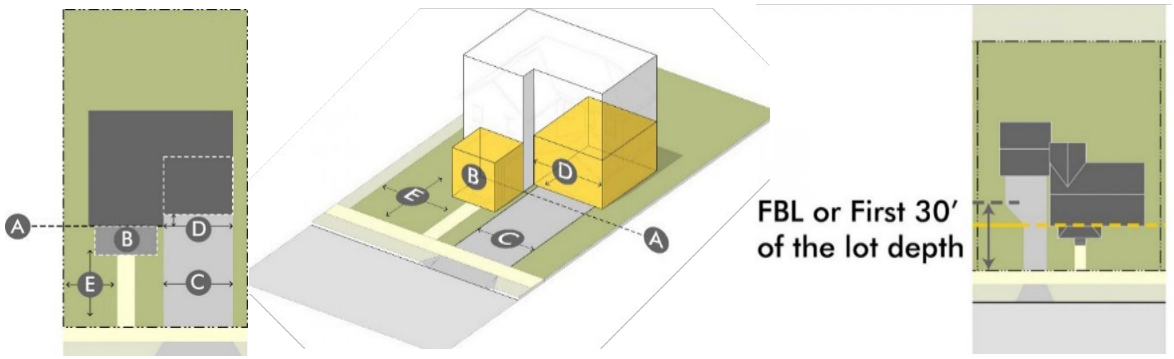


Figure 5-5 Frontage Design Standards

*This diagram illustrates the key elements of frontage design in Table 5-3: (A) front building line; (B) front entry features, (C) driveway widths (applies to the first 30' of frontage depth or up to the front building line); (D) garage limitations, and (E) frontage landscape/**open space** areas. These elements determine the relationship between the building, the lot, and the streetscape, and affect the character of the area when applied across multiple lots on a block.*

Table 5-3: Residential Frontage Types & Design Standards

Frontage Element		***Terrace Frontage***	***Neighborhood Frontage***	***Suburban Frontage***
Front Building Line		10' – 25'	25' – 50'	25' +
Front Entry Feature		Required, See Section 36-5.04.B.2	Required, See Section 36-5.04.B.2	Optional
Maximum Driveway Width		15% of lot width, not less than 12~~0~~', but no more than 22' **for the first 30 feet of lot depth**	2~~5~~0% of lot width, not less than 12~~0~~', but no more than 22' **for the first 30 feet of lot depth**	40% of lot width, not less than 12~~0~~', but no more than 22' **for the first 30 feet of lot depth**
Garage Limitations		▪ 20% of facade; ▪ 35% if 12'+ behind FBL ▪ **Setback at least 4 feet behind front building façade**	▪ 4~~3~~0% of facade; ▪ 45% if 12'+ behind FBL ▪ **Setback at least 4 feet behind front building façade**	▪ ~~50% of facade;~~ ▪ ~~No limit if 50' + setback~~ ▪ **Setback at least 4 feet behind front building façade**
Frontage Landscape		75% minimum	60% minimum	45% minimum
Application	*R-SF*	☐	■	☐
	R-MX1	☐	■	☐
	R-MX2	■	☐	
	R-MX3	■	☐	~~☐~~
	R-MHC		■	☐

■ Permitted default standard

☐ Alternative standard to be applied based on context through Minor Modification. Blank is only applicable through a Major Modification.

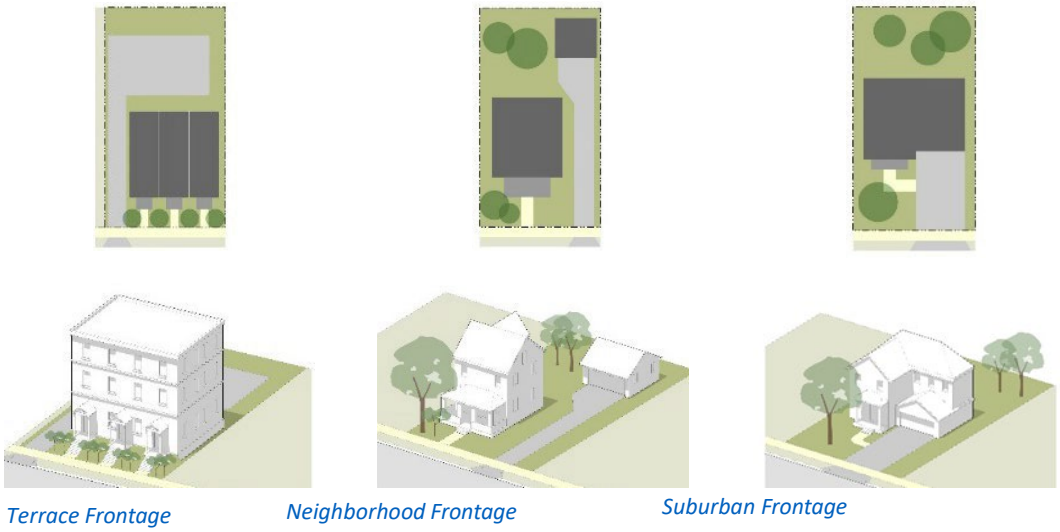


Figure 5-6 Side Lot Easements *Side lot easements may be used to provide more contiguous areas to meet the lot open space requirements and have the effect of a zero lot line configuration. (36-5.03.C.1b)*

1. *Front Building Line.* Front building lines create a consistent pattern along a block framing streetscapes. Front building lines shall be established within the front building line ranges and applicable frontage types in Table 5-3 with the following exceptions:
   a. Front building lines may be modified to reflect specific patterns on a block.
   b. Frontage types and design should be similar for all buildings along a block but may gradually transition to different building placements between lots.
   c. The front building line of adjacent buildings shall not differ by more than 5 feet unless more than 20 feet exists between the buildings.
   d. Front entry features designed according to Section 36-5.04.B.2 may extend beyond the front building line.
   e. Frontages and the required landscape in Table 5-3 shall meet the landscape design standards in Section 36-8.03 for the specified percentage between the front building line and the front lot line.

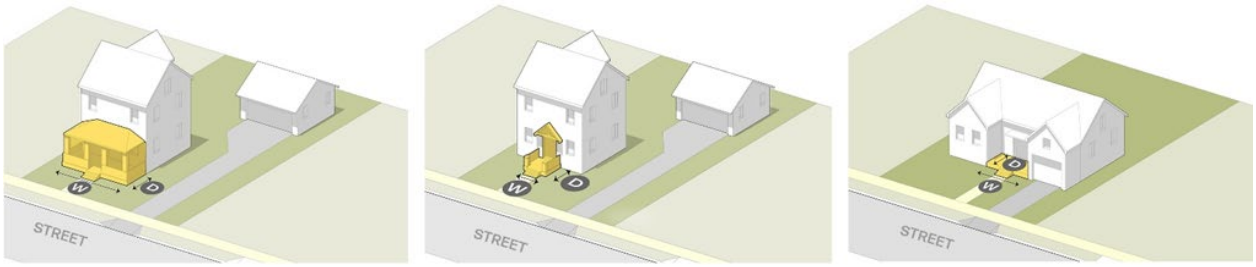
2. *Front Entry Features.* Front entry features create consistent human-scale massing elements that relate buildings to the block frontage, provide outdoor social spaces that activate streetscapes, and establish subtle variations in design and style among similar buildings along a block. The following front entry feature design strategies and techniques shall be used where entry features are required by Table 5-4 and are otherwise recommended to achieve the intent of this article and design objectives of this section. Front entry features shall be oriented to the lot front and have a **private** sidewalk or path at least 4 feet wide directly connecting the entry feature to the public sidewalk. Front entry features shall be within 10 feet of the front building line. For suburban frontage types or frontages without a public sidewalk, this can connect via a driveway.

Table 5-4: Residential Front Entry Features

Type	*Width (Min.)*	*Depth (Min.)*	*Area (Min.)*
Porch	10', but at least 25% of front elevation	6'	80 s.f.
Stoop	8'	5'	60 s.f.

Entry Court	12', but no more than 50% of front elevation	10'	200 s.f.

a. Front entry features shall be oriented to the lot front and have a sidewalk or path at least 4 feet wide directly connecting the entry feature to the public sidewalk. For suburban frontage types or frontages without a public sidewalk, this can connect via a driveway.
b. Front entry features shall be integrated into the overall building design including compatible materials, roof pitch and forms, and architectural style and details.
c. Front entry features shall be single story, and any roof structure and ornamentation shall be between 8 feet and 14 feet above the floor level of the entry feature. If not roofed, a canopy, pediment, transom windows, enlarged trim or molding shall be used to emphasize the entry.
d. Front entry features shall be unenclosed but may include a decorative wall or railing between 2.5 feet and 4 feet high along the perimeter.
e. Front entry features of adjacent buildings shall differ in one or more of the following ways to provide streetscape variation, particularly for the same building type or models:
   (1) Different entry feature types (i.e. porch, stoop, or courtyard);
   (2) Different location (i.e. centered, shifted – left/right, side, or wrapped);
   (3) Different extent (i.e. full or half);
   (4) Different roof type (i.e. shed, hip, flat, gabled, arched, trellis, or no roof); or
f. Any other significantly different architectural detail or massing elements. Any building with more than 150 feet of front facade, or any street side facade longer than 250 feet, and which is permitted within 30 feet of the street shall have one entry feature for every 100 linear feet of building fronting the street.
g. Front entry features meeting the requirements of this section may encroach up to 10 feet into the front setback, but never closer than 5 feet to the lot line.



Porch *Stoop* *Entry Court*

Figure 5-7 Front Entry Features – Types
*The porch, stoop, and entry court are three distinct types of entry features that create active, social spaces and human-scale details on the residential frontages. Spaces with a minimum width (**W**~~A~~) and depth (**D**~~B~~) specified in Table 5-4 provide usable social spaces, activate the streetscape and frontage, and contribute to the massing and modulation required by the building design standards.*

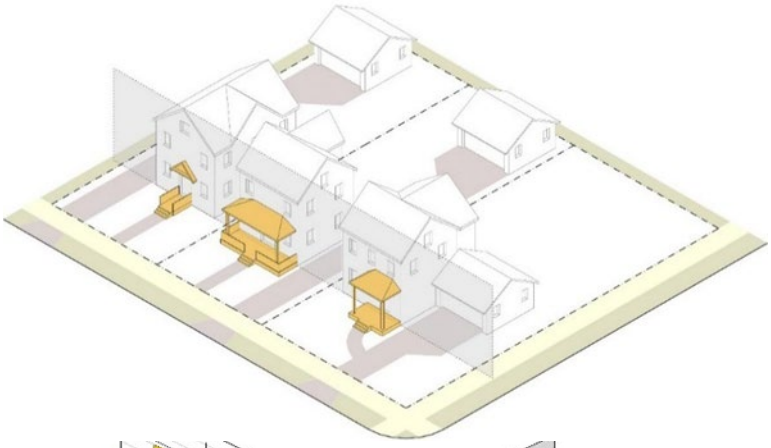


Figure 5-8 Primary Entry Feature - Encroachments *Front entry features meeting the standards of this section create social spaces that help activate streetscapes, and create a variety of human-scale details along blocks. These features may encroach into the front setback to improve the frontages along blocks. (Table 5-4)*

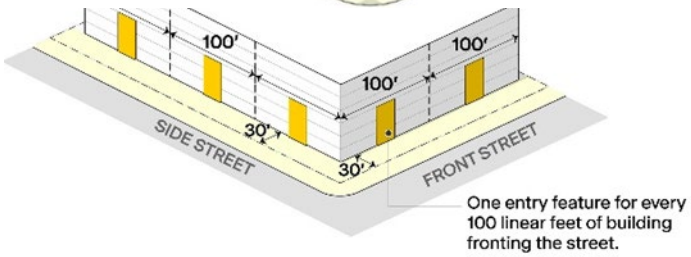


Figure 5-9 Primary Entry Feature - Large Buildings *Front entry features should be more frequently located on larger buildings with wall planes in close proximity to the street. This breaks up the building massing and activates the streetscape. (Table 5-4)*

3. *Driveway and Garage Limits.* Driveway and garage standards in Table 5-3 limit the impact on the neighborhood streetscape from frontages that prioritize car access and parking, particularly the cumulative effects from narrower lots or buildings placed closer to the street. The following driveway and garage design strategies and techniques shall be used to meet the standards. The following driveway and garage standards shall be approved by the City Traffic Engineer. The driveway width limits apply to the first 30 feet of lot depth, or up to the front building line, whichever is less.

~~a. Garage limits shall apply to the garage door openings, except where the garage is a distinct building mass in which case the limit shall be applied to the entire mass.~~

a. ~~In cases where the standards prohibit or impede front-loaded driveways and garages~~ on a particular lot, alternative patterns may be used, including:
   (1) Single-lane drives to wider recessed garages;
   (2) Single-lane drives to expanded rear parking, access and garage entries;
   (3) Shared drives to recessed or detached rear garages and/or parking pads;
   (4) Common lanes or alleys accessing parking or garages internal to the block; or
   (5) Parking or garages accessed from a side street, particularly on corner lots or through common lanes.

b. **Motor vehicles and trailers on a residential lot. As used in this section, the face of a principal structure shall be any and all portions of the structure fronting on a street. For purposes of determining the prohibited yard area, a line shall be established for each side of the structure fronting a street.**

c. **Portions of a yard where motor vehicles and trailers are prohibited. Motor vehicles shall not be parked in that portion of a yard, on a lot or a tract of land in any residential district or a lot or tract of land used primarily for residential purposes in any other district, in the open space between the street right-of-way and a line, as established in this section, extending from one side of the lot to the opposite side of the lot. As viewed from the street, the line shall start at a point on the left lot line, and shall extend parallel to the street to the nearest corner of the principal structure and then along the face of the principal structure to the right corner, and from that point on a line parallel to the street to a point on the right lot line.**

d. **A carport is allowed:**
   (1) **On a side property line on an interior lot;**
   (2) **On a side property line on a corner lot line abutting a street; or**
   (3) **On a side property line in subdivisions permitting zero lot line development.**

e. **All carports shall:**
   (1) **Be located only over an existing paved driveway;**
   (2) **Comply with the front yard setback requirements of this chapter; and**
   (3) **Be located at least 4 feet behind the front building line of the principal building or behind the side building line of the principal building on a corner lot.**

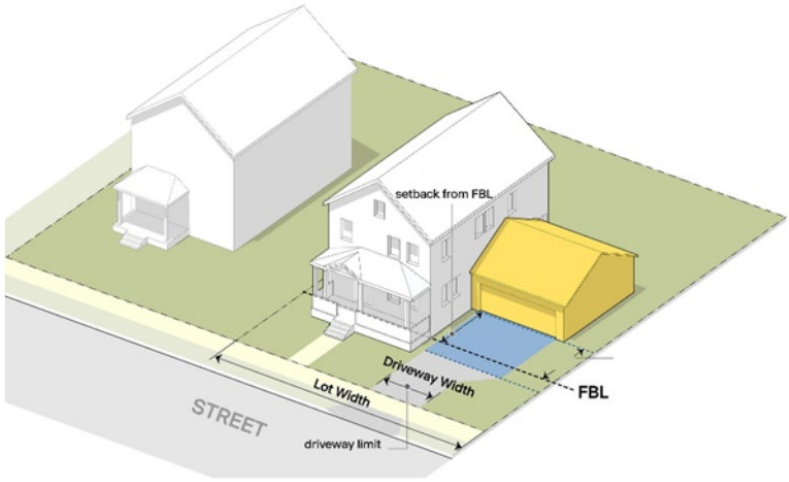


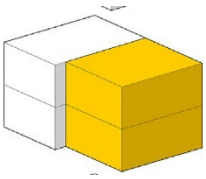
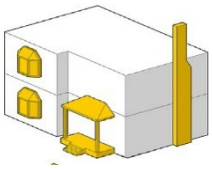
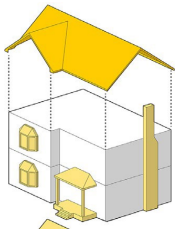
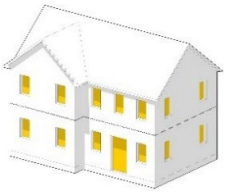
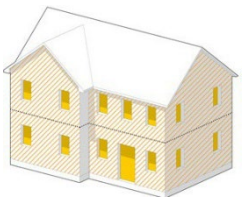
Figure 5-10 Application of Driveway Limits
Driveway limits shall apply to the first 30' or up to the Front Building line, whichever is less; except any front-loaded garage meeting these standards may have a driveway expanded to the width of the entry 20 feet in front of the entry, provided the expanded area is no closer than 10' from the front lot line. (36-5.04.B.3.a).

Figure 5-11 Driveway & Garage Options

Frontage type standards are based on lot widths to recognize both the proportionate and cumulative effect that frontage design elements have on the streetscape, and narrower or compact lots may be more limited. In these situations, options that reduce the car-orientation yet accommodate the convenience of access of vehicles should be used. Options include narrower entries, side entries, shared drives, common lanes, or internal block alleys. (36-5.04.B.3.c.)

C. **Building Design.** Buildings shall be designed according to the standards in Table 5-5, and be applied based on specific building type. Buildings may have multiple frontages in which case the standards shall apply to each frontage. Subsections following the table provide specific design strategies and techniques to meet the standards.

Table 5-5: Residential Building Design Standards

Design Detail			***Building Type***			
			Detached House (all)	*Duplex*	*Multi-unit House, Townhouse*	*Apartment (all)*
Wall Plane.	*Maximum wall plane without a massing variation of 4'+ on at least 25% of elevation.*		250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	500 s.f. or 40 linear feet	1,000 s.f. or 50 linear feet
	Maximum blank wall plane without modulation on at least 20% of the wall plane.		250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	300 s.f. or 25 linear feet
Roof Plane Limits. *Maximum roof plane without an offset of at least 2', complex planes, dormers, or gables.*			n/a	n/a	600 s.f. or 50 linear feet	1,000 s.f. or 70 linear feet
					Does not apply to flat roofs provided there is a parapet, cornice or other defined edge at the roof line	
Transparency. *Minimum window and door openings per elevation.*			20% on all street-facing facades; ~~10% on all non-street-facing facades~~			30% on all street-facing facades; 20% on all non-street facing facades; 50% on first story if ground floor is non-residential
Materials.			No fewer than 2, but no greater than 5 materials total	*Primary* – at least 55% *Secondary* – 20-30% (limit 2) *Accent* – 5-15% Limit – 5 materials total		*Primary – 55-80%* *Secondary – 20-30%* *Accent – 5-15%* Limit – 5 materials total
			See 36-5.04.C.4.a			

1. *Wall Plane Limits.* Massing uses changes in the building footprint, height, or shifts in wall or roof planes to break down larger volumes into smaller parts and refine the scale and form of the building. Building elevations that exceed the wall plane limits in Table 5- 5, either in square footage or in linear feet, shall be broken into components differentiated by one or more of the following design techniques.

   a. Break the building into distinct masses (primary mass, secondary mass, and wings), where portions of the building are offset from the main mass by at least 8 feet or are otherwise noticeably smaller and subordinate to the main mass.
   b. Step back portions of the building footprint or upper stories by at least 4 feet in association with meaningful outside space, such as a balcony, deck, patio, or entry court.
   c. Use cantilevers on upper stories that provide at least a 2 feet overhang of other portions of the wall plane.
   d. Provide single-story entry feature that projects at least 6 feet from the wall plane.
   e. Articulate rooflines by using gables and dormers, dropping eaves, prominent overhangs, stepping roof lines or parapets to create offsets and projections of at least 2 feet.
   f. Where larger buildings are next to smaller buildings, or are along a block with smaller buildings, step the height of the building or offset secondary masses to create compatible massing nearest to adjacent structures.
   g. Break in vertical wall planes along any street-facing facade. Building height cannot exceed the overall width of the right-of-way without a minimum of a 4-foot setback. This is encouraged to provide a strong sense of enclosure. Buildings can exceed the street wall height by introducing step backs.

2. *Blank Wall Limits.* Facade composition uses materials, ornamental details, and subtle variations in the wall plane to break up the blank wall and add visual interest to buildings. Uninterrupted elevations that exceed the blank wall limits in Table 5-5, either in square footage or in linear feet, shall use one or more of the following design techniques to modulate the elevation and avoid expanses of blank walls.
   a. Create projections in the wall planes with bay windows, balconies, awnings, or canopies that project at least 2 feet from the wall plane.
   b. Create voids in the wall plane with step-backs of upper stories or balconies that recess at least 4 feet from the wall plane.
   c. Differentiate stories, roofs, or other masses with prominent trim materials and/or incorporate material changes on different modules of the building. Significant trim or ornamentation used to break up blank walls or wall planes shall project between 2 inches and 2 feet from the wall and be at least 8 inches wide.
   d. Use color changes and accent materials to emphasize distinct components of the facade. Material and color changes should wrap corners and occur at the inside corner of a massing element or occur in association with a significant trim or ornamentation to give a finished and unified appearance to the facade component.
   e. Break up remaining large expanses of blank walls with facade composition that considers the location and grouping of windows, doors, or architectural details.

3. *Transparency.* Windows and doors provide connections to active outdoor spaces and add visual rhythm and detail to the facade with the location, pattern, and proportions of openings. Building elevations shall meet the required transparency in Table 5-5 for any street-facing facade. This can be achieved through one or more of the following design techniques.
   a. Create relationships with outdoor spaces near buildings with the location, pattern, and proportions of windows and doors.
   b. Incorporate distinct and visually significant windows and doors (size, orientation, and ornamentation) to emphasize key locations on the facade or to relate to important social spaces.
   c. Locate windows and doors to create a coordinated facade composition considering the entire facade as a whole, and considering where facades are broken into different components with the grouping of windows and doors.
   d. Locate and design windows strategically in relation to privacy concerns in adjacent spaces and buildings but maintain consistent exterior patterns and facade composition.

High-bank windows, transom windows, opaque windows, and window treatments that are adaptable and user-controlled may be used to deliver privacy as opposed to omitting windows.

e. Use windows and doors with projecting trim and ornamentation to create depth, texture, and shadows on the facade; to emphasize openings; or to group openings into a single feature. Openings that have projecting trim and casements (at least 1 inch off the facade and 4 inches wide) or that group windows with significant ornamental detail may count these additional features for up to 25% of the transparency requirement.

f. The window requirement may be waived on sides of buildings that are closer than 3 feet to the property line, if necessary to meet applicable building code requirements.

g. **The area of the front building façade shall be calculated by measuring from the bottom of the finished floor plate to the top of the highest ceiling plate and multiplying by the width of the façade. Areas associated with garages shall not be included in transparency calculations.**

4. *Materials.* Building materials add texture and patterns, and create visual interest while reflecting high-quality construction and detailing. Building elevations shall apply the material standards in Table 5-5, through one or more of the following design techniques.

a. Primary materials shall consist of natural elements such as painted or natural finished wood siding, brick, or comparable synthetic alternative that offers similar durability and aesthetic quality. Synthetic alternates to these natural materials may be used if manufacturer specifications and/or precedents for application demonstrate that it will perform equally or better than the principal materials in terms of maintenance, design, and aesthetic goals. Materials such as vinyl siding, aluminum siding, and metal siding shall be prohibited as primary material for apartment building types.

b. Coordinate changes in color and materials in association with changes in massing and modulation of the building.

c. Use changes in color or materials to differentiate the ground floor from upper floors and the main body of the building from the top or roof-structure, particularly on buildings three stories or more.

d. In multi-building projects, use subtle variations in building materials and colors on different buildings, within a consistent palette of materials and colors.

D. **Open Space Design.** A system of different types of open spaces shapes the character of neighborhoods, creates unique identities for different neighborhoods, and provides focal points for building and development. The block and lot open space requirement complements this system and ensures that each building has access to useable outdoor space and creates a common amenity for multi-unit buildings.

1. *Required Site Open Space.*

a. Each lot and building type shall provide the open space specified in Table 5-1.

b. Lot open spaces may be designed to also meet a landscape or buffer requirement. To the extent that Article 8 requires additional open areas for landscape and buffers that meet the standards of this section, it shall not preclude also meeting the standards in Article 8 with additional open and landscaped areas.

c. Lots platted through a final plat with common open space meeting the design standards in Section 36-3.04 may credit the common open space towards the lot open space requirement, provided it meets the following criteria:

(1) The space is public or remains accessible to the public; or

(2) If private or common space, the lot applying the credit has access to the space through ownership or other agreement, and the space is otherwise dedicated and reserved from future development.

(3) The space shall be on the same lot, on the same block, or on an adjacent block within 1,000 feet of the lot and connected by a trail or public sidewalk.

2. *Open Space Design.* Different open space types maximize the value of unbuilt portions of the site for ecological, aesthetic, and functional purposes. Open space shall be designed according to one of the types in Table 5-6.

Table 5-6: Open Space Design

Permitted Open Space	*Design*
Frontages	▪ Designed according to 5.04B ▪ Excludes any permitted driveways or parking area
Yards	▪ Minimum 15' in all directions ▪ Minimum 400 s.f. of area
Open & Uncovered Decks or Patios	▪ Minimum 12' in all directions ▪ Minimum 200 s.f. ▪ Must be at or below first floor elevation ▪ Limited to 25% of required open space
Private Balconies or Patios (Apartment / Mixed-use Buildings only)	▪ Minimum 6' in all directions; 15' if common area shared by multiple dwelling units ▪ Minimum 80 square feet (individual); 300 s.f. if shared by multiple dwelling units ▪ Limited to 25% of required open space
Common Courtyard	Designed according to Section 36-5.05.D
Public or Common Open Space	Designed according to Section 36-3.04

E. **Modifications.** Modifications to the standards in Section 36-5.04 may be authorized according to the zoning site plan modification process and criteria in Section 36-2.03, and any of the following applicable additional criteria. **In all cases the deviation is the minimum necessary to address the circumstance, the alternative equally or better meets the design objectives of this section, and there are no negative impacts on other design standards applicable to the building or site.**

1. The context presents a clear pattern of existing buildings and lots on the same block and opposite block face with a different arrangement in terms of the front building line, driveway access patterns, and extent and placement of garages.

2. An alternative design allows the building, garage, and access to be sited in a way that preserves topography or other natural features on the site.

3. The requirement is not consistent with the architectural style selected for the building based on reputable resources documenting the style.

4. The requirement would make the building less compatible with designs or characteristics of other buildings or sites adjacent to the project or that are prevalent throughout the area, and the design or characteristics are desirable to retain and reinforce.

5. Deviations from material standards and any simulated products demonstrate a proven performance in terms of maintenance and quality appearance.

6. The specific standard is not practical due to the context and location of the lot or other similar physical conditions beyond the specific building and site not created by the landowner.

~~7. In all cases the deviation is the minimum necessary to address the circumstance, the~~

~~alternative equally or better meets the design objectives of this section, and there are no negative impacts on other design standards applicable to the building or site.~~

36-5.05 Alternative Patterns

A. **Intent.** Alternative housing patterns in this section permit different arrangements for housing to provide greater amenities for residences organized around common open spaces; allow flexibility for smaller lots and smaller format housing; maintain community design standards that allow projects to be better integrated into the context; and improve housing attainability through flexibility and efficiency in the patterns.

B. **Courtyard Pattern.**

1. *Design Objective.* A courtyard pattern can integrate multi-building projects into the neighborhood pattern by integrating formal open space into part of the street frontage. It is an effective infill strategy or appropriate on deeper lots and blocks. Residential buildings and lots may be designed to front on a courtyard based on additional design and development standards in this section.

2. *Applicability.* The courtyard pattern is appropriate where:
   a. Courtyards are designed and visible as an extension of the public streetscape and open space system for the neighborhood;
   b. Blocks and surrounding lots are deep, allowing a different configuration of buildable lots; or
   c. Other developed areas where existing lot patterns in the vicinity warrant use of this pattern to facilitate infill development and compatible building types.
   d. It is specifically applicable through the zoning site plan review in association with residential zoning where the proposed building types are permitted, or in association with rezoning applications where different building types are proposed.

3. *Eligible Building Types.* The following building types, if permitted in the applicable zoning district according to Table 5-1, are eligible for the courtyard pattern, subject to the limitations stated:
   a. Small Apartments, up to five buildings or 36 units, whichever is less.
   b. Townhouses, up to four buildings or 24 units, whichever is less.
   c. Duplex, Multi-unit Houses, and Detached Houses, up to 12 buildings or 18 units, whichever is less.

4. *Design Standards and Exceptions.*
   a. Lots may front on a common courtyard, rather than along a street.
   b. The courtyard shall be at least 25 feet wide in all directions, and at least 1,000 square feet, and shall have frontage on a public street or be accessible from the streetscape by a pedestrian passage.
   c. Building frontage standards shall apply on the courtyard and on the public street frontage. The streetscape and frontage landscape standards in Section 36-8.03 for all lots shall be concentrated in the courtyard and the frontage landscape standards shall be met for the public street perimeter of the project.
   d. The minimum lot size per building may be reduced by up to 20%, provided the courtyard is owned in common by all lots or otherwise established as a shared- space amenity.
   e. The front setback may be reduced to 5 feet from the courtyard boundary.
   f. Any buildings fronting the street, or the sides of any buildings adjacent to the street shall still meet requirements for public frontages and orientation standards in Section 36-5.04.
   g. Vehicle access and parking shall be coordinated for all lots and buildings, and be designed in a way that minimizes the impact on the public street and the courtyard. Access for the project shall meet all frontage standards along the public street.

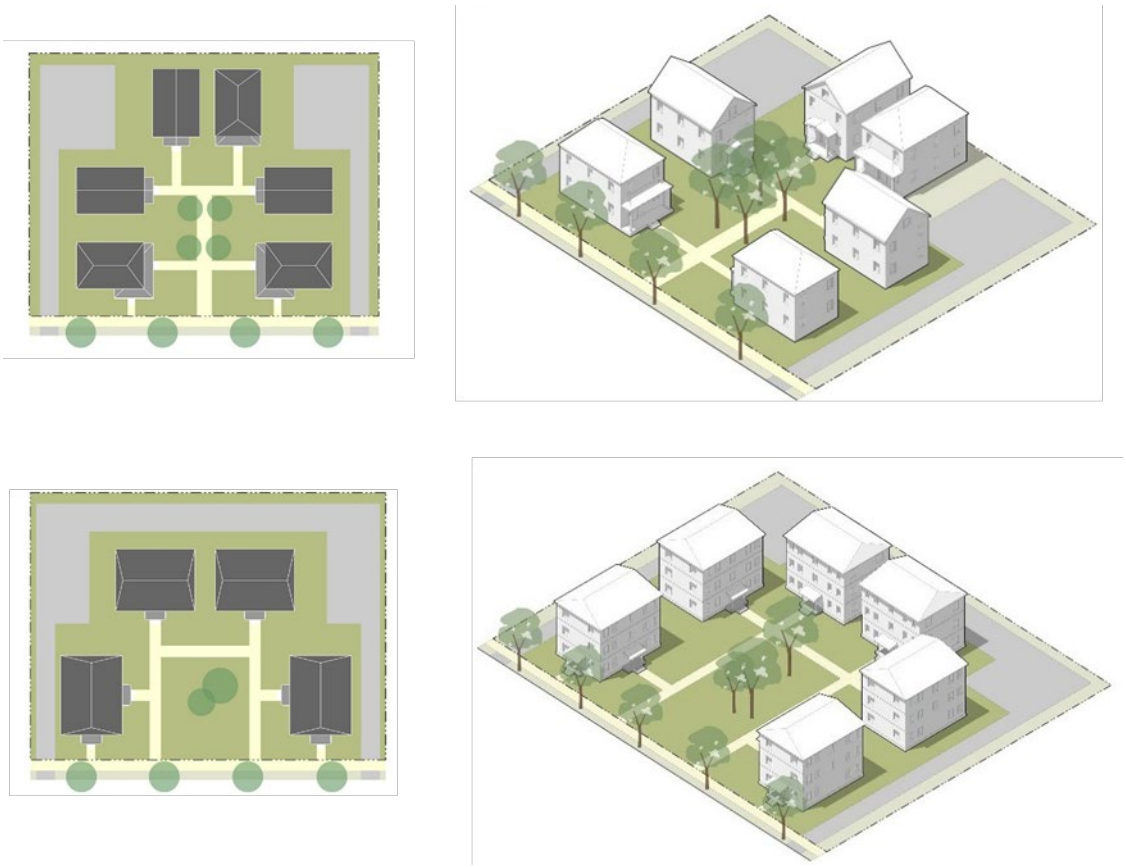


Figure 5-12 Courtyard Pattern

The courtyard pattern allows for a different configuration of buildings in specific contexts. The pattern arranges buildings on smaller lots with a common frontage on the courtyard. The courtyard and the front buildings provide to the streetscape, while other buildings may relate direction to the courtyard. Vehicle access is shared and limited to more remote or discrete portions of the project.

C. **Cluster Pattern.**

1. *Design Objective.* The cluster pattern allows residential lots and buildings to be arranged around an open space system that preserves greater amounts of intact open and natural spaces designed as a focal point and community amenity and provides benefits from a greater variety and concentration of housing on developed areas.

2. *Applicability.* The cluster pattern is appropriate in more remote areas where preservation of larger or natural open space is beneficial, and specifically is eligible in combination with the R-SF zoning district. It requires a Planned Zoning application as outlined in Section 36-2.06, and a minimum project size of at least 5 acres unless it is an extension of an existing cluster development.

3. *Density Bonus.* The base density and open space required shall be based on a typical and practical layout according to the R-SF zoning district. The following density bonus may be granted based on the amount of additional intact open space to be preserved in the plan. The "bonus" units shall not require additional open space, other than the space specified in Table 5-7.

Table 5-7: Cluster Pattern Density Bonus					
Preserved Area [1]	*Bonus Units Above Base Density*	*Example Using R-SF Base Zoning*			
		Project Size	*Base Density Yield*	*Additional Units*	*Developed area*
20% - 30%	0 (but concentration on smaller lots permitted)	5 ac.	36 units	None	36 units on 7 – 8 ac.
31% - 40%	50%	5 ac.	36 units	18 units	54 units on 6 – 7 ac.
41% - 50%	100%	5 ac.	36 units	36 units	72 units on 5 to 5.5 ac.
51% - 60%	150%	5 ac.	36 units	54 units	90 units on 4 – 5 ac.
> 60%	TBD by Planning and Zoning Commission based on plan	5 ac.	TBD	TBD	TBD on less than 4 ac.

[1] Total percentage of the project area preserved as open space meeting the Natural Open Space, Trail, or preservation of productive agriculture lands criteria in Section 36-3.04.

4. *Lot Sizes & Building Types.* The resulting density based on the plan after the density bonus is applied may be allocated in the developed portion of the project with the following building types. No combination of these building types may be used to allow more units than authorized by the density bonus. All other standards applicable to each building type in Table 5-1 shall apply within the developed portion of the plan.
   a. Detached house (all types)
   b. Duplex / multi-unit house
   c. Townhouse (all types)

5. *Open Space.* Open space shall meet the design criteria of Section 36-3.04 for natural open space, trail, or include prime farmland or other existing and productive agriculture lands designed to be a focal point and community amenity. All lots shall have access to the public or common open space preserved as part of the plan within 1,000 feet, measured along pedestrian or trail routes.

Conventional Pattern *Cluster Pattern*

Figure 5-13 Cluster Pattern
The cluster pattern allows both a greater number of units and a greater concentration of those units in exchange for greater quantities and more coordination of larger open spaces.

D. **Small-format Housing Community.**

1. *Design Objective.* The small-format housing community pattern allows large projects of smaller home sites to be organized around common amenities and provides flexibility in community design. These patterns typically provide the efficiency from manufactured or other small-format

houses, and can provide high-quality, attainable housing provided the home sites and community design standards are planned in a way that integrates with the surrounding context.

2. *Applicability.* The small-format housing community pattern applies to:
   a. Projects in the R-MHC district;
   b. Projects implementing any detached house – small-format building type where permitted in any other district by Table 5-1; and
   c. Application of the small-format housing community pattern requires a Planned Zoning application as outlined in Section 36-2.06.

3. *Community Plan.* All small-format home communities shall be supported by a community plan meeting the standards in Table 5-8, unless otherwise modified through the Planned Zoning procedures and criteria in Section 36-2.06.

Table 5-8: Small-Format Housing Community Plan

Project Size	▪ 3 ac. min., ▪ 150' minimum frontage on an arterial or collector
Project Intensity	15 units per ac. max.
Useable Open Space	20% of project areas
Lot & Building Standards	▪ Detached house – small-format standards in Table 5-1 apply ▪ All home sites shall front on a public street, common internal street, or common open space with street or alley access to the rear
Perimeter Setbacks	25' min. from any public street boundary or property perimeter
Exception	If the common usable open space is increased to 25% the following exceptions may be granted: ▪ *Project Size:* 1 ac. min., 100' frontage on arterial ▪ *Project Intensity:* 20 units per acre max. ▪ *Home Sites:* 1.2K s.f.; 20' width min.

4. *Common Area Design.* All common areas not dedicated as home sites according to the development standards, shall be designed as part of the circulation and common areas for the plan. This space shall be allocated to:
   a. Internal vehicle circulation shall be laid out to provide connectivity and continuity through the community and organize the project into blocks and lots so that all home sites and lots are served by streets. There shall be at least:
      (1) One external connection for projects under 25 dwelling units;
      (2) Two external connections for projects between 25 and 100 dwelling units; or
      (3) One connection for every 50 dwelling units for projects over 100 dwelling units.
      (4) The maximum block size shall be 2.5 acres, except blocks containing common open space may be 4 acres.
   b. Internal roadways shall generally mimic the public streetscape standards in Section 36-3.03:
      (1) 20 feet wide where no parking is permitted;
      (2) 24 feet wide where parking is permitted on one side;
      (3) 28 feet wide where parking is permitted on both sides; and
      (4) 12 – 18 feet wide for alleys or lanes.
   c. Pedestrian connections shall be integrated into all streets or provided through an off-street trail or path system at intervals and distances equal to or more extensive than the street connections. Streets, trails or paths should feature landscape areas that align with the public streetscape and open space standards in Article 3. Walkways shall be:
      (1) 5 feet wide generally; and
      (2) 6 to 8 feet wide when directly accessing any common areas or amenities.
   d. Useable open space shall meet one design type specified in Section 36-3.03 and be

designed and located in a manner that ensures adequate accessibility for all units in the community.

e. At least one of these spaces shall include a clubhouse, which is centrally located, for recreation, meetings, laundry facilities, or other common amenities. A storm shelter shall be provided with the clubhouse.

f. A common storage and utility area shall be provided within the plan including at least 100 cubic feet per unit. This area shall be screened from the project and from surrounding property according to the buffer standards in Article 8.

5. *Building and Home Site Design.*

a. All dwellings shall have a front entry feature, such as a porch, stoop, or outside patio relating the home site to the lot frontage or other common open space upon which the dwelling is located.

b. Parking spaces on a home site shall be located to the side or rear of the dwelling. Home sites may include a carport, provided it remains open and unenclosed on at least 75% of the perimeter, is no taller than the dwelling unit, is no larger than 360 square feet, is located behind the residential dwelling, and is in no case larger than the dwelling unit.

c. Guest parking for each home site shall be within 300' of the unit and may be "on-street" parking where designed according to the street standards in Section 36-3.03.

d. Home sites that have streets or access drives on multiple sides shall locate the driveway and parking on the least prominent street, access drive, or alley.

e. Any mobile or manufactured home dwellings or similarly movable building types shall:

(1) Be secured to the ground by tie downs and ground anchors, and otherwise protected against wind forces in accordance with the applicable building code.

(2) Be skirted within 14 days after placement in the community by enclosing any open area under the unit with a material that is consistent with the exterior finish of the building and compatible with the design of the community.

Article 6. Nonresidential Development & Design

36-6.01 Intent
36-6.02 Applicability
36-6.03 Development & Dimension Standards
36-6.04 Community Design
36-6.05 Specific Plans

36-6.01 Intent

The Nonresidential Development & Design Standards have the following intent:

A. Improve the appearance and vibrancy of distinct places throughout the city with good civic design.

B. Strengthen the value and accessibility of places by coordinating site access and internal circulation systems with street networks and streetscape design.

C. Reinforce the distinct character of different corridors, centers, and districts with compatible building and site design.

D. Enable an appropriate scale and range of buildings and development patterns that meets the intent of each zoning district.

E. Promote sustainable development and design practices and connections to natural elements throughout the community.

F. Stimulate lasting and sustained investment in corridors, centers, and districts with quality design.

36-6.02 Applicability

A. The standards in this article shall apply to all non-residential development in the C-MX1, C-MX2, CC, GC, GI, LIC, and HM districts, except where sections state applicability only to specific districts or specific circumstances. The residential standards in Article 5 shall apply to all structures that are primarily (more than 50%) residential.

B. Modifications or additions to existing structures or sites shall meet these standards to the extent of the modification or addition.

C. The standards shall not apply to routine maintenance of existing buildings, provided the maintenance to any building shall not occur in a manner that creates additional, substantial noncompliance with these standards.

D. The standards do not apply to previously established PDs, except that any amendments to standards of existing PDs shall be brought into conformance with the standards of this code. The standards do not apply to previously established UCDs, except **in the case of UCDs converted to**~~that amendments to the standards of existing UCDs and new~~ similar Planned Zonings shall use these standards as a base line but may modify or add additional standards through the Planned Zoning process in Section 36-2.06.

E. The Community Design standards in Section 36-6.04 are basic city-wide design standards to implement the mixed-use and nonresidential zoning districts. These standards do not preclude the application of

additional supplemental design guidelines for a particular area or building type, except that no guideline may be used to modify or amend the application of a requirement in this code, except as specified in the planned zoning process in Section 36-2.06. ~~Specific guidelines shall be listed in Appendix A.~~

36-6.03 Development & Dimension Standards

A. **District Lot and Building Standards.** The lot and building standards for nonresidential districts are specified in Table 6-1.

1. Front and street side setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-6.04.B.

2. Non-street setbacks indicated as "n/a" shall be as specified by the building code for each class of building. However, greater setbacks may be necessary to meet the building design standards or landscape standards applicable to a particular district, use, or building.

3. **All structures in n**~~N~~on-residential districts ~~and or structures~~, **not including**~~except in~~ CC **district**, **that** abut~~ting~~ **a** R-SF or R-MX1 **district** are required to have a 45-degree bulk plane **setback as measured from the property boundary of any R-SF or R-MX1 district**.

Table 6-1: Nonresidential District Lot & Building Standards

Zoning District	Lot Standards					Minimum Setbacks				Building Height [3]
	Minimum Lot Area	Maximum Lot Area	Minimum Lot Width ~~Minimum~~	Maximum Lot Width ~~Maximum~~	Minimum Open Space	Front [1]	Interior Side [2]	Street Side [1]	Rear [2]	
C-MX1 – Commercial Mixed- use Neighborhood	n/a	30K s.f.	25'	150'	20%	0 - 25'	n/a	15'	20'	40' / 3 stories
C-MX2 – Commercial Mixed- use Community	n/a	60K s.f.	25'	150'	10%	0' - 15'	n/a	0' - 15'	n/a	65' / 5 stories
CC – Center City	n/a	60K s.f. or ½ block	25'	300'	n/a	0' -15'	n/a	0' - 15'	n/a	n/a
GC – General Commercial	n/a	n/a	50'	n/a	20%	25'	n/a	25'	n/a	n/a
GI – Government & Institutional	n/a	n/a	50'	n/a	20%	25'	n/a	25'	n/a	n/a
LIC – Light Industrial Commercial	n/a	n/a	50'	n/a	15%	25'	10'	25'	10'	40'
HM - Heavy Manufacturing	n/a	n/a	50'	n/a	15%	25'	n/a	25'	10'	n/a

[1] Front and street side setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-6.04.B.

[2] Non-street setbacks indicated as "n/a" shall be as specified by the building code for each class of building. However, greater setbacks may be necessary to meet the building design standards or landscape standards applicable to a particular district, use, or building.

B. **Accessory Buildings – Nonresidential.** Accessory buildings in nonresidential districts are subject to the same lot and building standards as the principal buildings except that they shall not be located in front of the established front building line of the principal building, shall not be taller than the principal building

and are clearly incidental and subordinate to the principal building. If the accessory building is within 50' of the right-of-way, it shall be constructed with consistent materials as the primary building.

C. **Dimensions Exceptions.**

1. *Lot and Building Configurations.* Maximum lot areas and lot width in Table 6-1 may be exceeded to accommodate a project provided:
   a. All building sites meet the standards for open space, setbacks and building height outlined in Table 6-1.
   b. All building sites meet the standards for lot frontage, lot access, utility service, including fronting on public streets or any other internal access lanes or open and civic spaces allowed in this code.
   c. Multiple building sites are situated within a street block pattern or utilize a private access lane to mimic a street system to meet the standards in Section 3.03.B and are not used in a manner to avoid or disrupt street connectivity.
   d. Building sites shall show a site plan that mimics lot boundaries and building setbacks as if platted to meet section 3.03.B.

2. *Setback and Lot Exceptions.* The following are exceptions to the lot and setback standards in Table 6-1, except that in no case shall this authorize structures that violate the provisions of any easement:
   a. Structural projections such as bay windows, canopies, chimneys, eaves, cornices, awnings, open fire escapes, egress wells, or other non-foundational overhangs or projections may extend up to 4 feet from the foundation and encroach into the setback, provided they:
      (1) Are no closer than 2 feet from any lot line, except on the frontage where they may project over the right-of-way up to 2 feet, subject to an encroachment agreement on file with the City; and
      (2) Are limited to no more than 20% of the total area of a building elevation.
   b. Open air balconies, awnings, canopies, and marquees may extend up to 8 feet from any wall plane provided they are:
      (1) At least 8 feet above the grade and any sidewalk; and
      (2) Are no closer than 5 feet from any common property line, except on the frontage where they may project into the right-of-way, subject to an encroachment agreement on file with the City, but no closer than 2 feet from any curb.
   c. Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be located in the side or rear setbacks provided they:
      (1) Are no taller than 6 feet high;
      (2) Extend no further than 10 feet from the side of the buildings; and
      (3) Are screened from adjacent property, right-of-way, and other public spaces by structures or landscape according to Section 36-8.04.

3. *Height Exceptions*. The following are exceptions to the height standards in Table 6-1:
   a. Accessory elements integral to the design and construction of the building, such as parapet walls, false mansards, or other design elements essential to quality appearance of the building may extend up to 6 feet above the roof deck on a flat roof.
   b. Architectural features such as chimneys, ornamental towers and spires, and similar accessory and non-occupiable elements that are integral to the particular architectural style may extend up to 30% above the permitted height.
   c. Functional and mechanical equipment such as elevator bulkheads, cooling towers, smokestacks, roof vents, or other equipment may be built up to their necessary height in accordance with building codes.

D. **Multiple Non-residential Buildings on a Lot.** The following requirements apply when more than one building is proposed on a single lot, and none of those buildings include a residential primary use:
   1. The design standards shall apply to all buildings applicable in the zoning district where the development is located.
   2. Adequate access to each building or structure for emergency vehicles and apparatus shall be provided.

36-6.04 Community Design

A. **Design Objectives.** The community design standards have the following design objectives:

1. Enhance the image of districts and corridors by coordinating streetscape investment with private lot and building investment.

2. Design frontages and open spaces based on the context, particularly emphasizing more spacious and natural landscape areas to buffer intense or large scale uses and along higher-volume / speed streets, and emphasizing compact and formal social spaces in walkable areas and along multi-modal streets.

3. Arrange buildings and vary the massing in a way that defines streetscapes, public spaces, and other valuable active and social spaces on the site and creates appropriate transitions to adjacent areas.

4. Refine the scale, massing, and human-scale details of buildings to a greater degree the closer they are to the streetscapes and other publicly used spaces.

5. Use open space as an organizing element for development, creating focal points, integrating environmental features, and establishing transitions between distinct building sites.

6. Encourage unique architectural expressions and promote the use of key details and design characteristics inherent in the chosen style for a building.

7. Strengthen the identity and economic value of distinct places by reinforcing consistent pattern and character across multiple sites.

B. **Frontage Design.** Nonresidential lot and building frontages shall be designed according to the types in Table 6-2 and be applied based on the context of the district and corridor. Frontage design determines the relationship between private development and the public realm and affects the character of streets, blocks, and districts. Each street-facing facade, public or private, shall designate a specific frontage type, meet the frontage requirements, and be treated equally in regards to materials, transparency, height, setbacks, and blank wall limits. Frontage design types may modify the required front setbacks in Table 6-1 to create a consistent frontage design and streetscape relationships with other lots and building along a block. Subsections following the table provide specific design strategies and techniques to meet the standards.

Table 6-2: Nonresidential Frontage Design

	Frontage A	*Frontage B*	*Frontage C*	*Frontage D*
Front Building Line (build-to range)	0' – 15'	0' – 30'	30' – 90'	90' +
Required Front Building Line	80% +	60% +	40% +	n/a
Maximum Access Width [1]	Must meet Public Works Standards ~~26'~~	Must meet Public Works Standards ~~26'~~	Must meet Public Works Standards ~~30'~~	Must meet Public Works Standards ~~42'~~
Access Spacing	Frontage designs and access shall be coordinated with requirements of Section 36-7.03			
Minimum Parking Setback	Behind rear of building	Behind front building line	6' min. 20' min. See Section 36-7.05.B	
Maximum Extent of Parking Frontage	0%	35%	n/a	n/a
Maximum Extent of Garage Bays	Prohibited	10% of facade	25% of facade	Limited only by screening in

				Section 36-8.04
Landscape	See Sections 36-~~8~~3.03 and 36-~~8~~3.04		~~See Section 36-8.03~~	

Table 6-2: Nonresidential Frontage Design

		Frontage A	*Frontage B*	*Frontage C*	*Frontage D*
Applicability	*CC, C-MX2*	■	□		
	C-MX1	□	■	□	
	GC, GI, LIC		□	■	□
	HM		□	□	■

■ Permitted default standard.
□ Alternative standard to be applied based on context through Minor Modification.
Blank is only allowed through Major Modification.
[1] Refer also to Public Works Technical Standards and Design Specifications

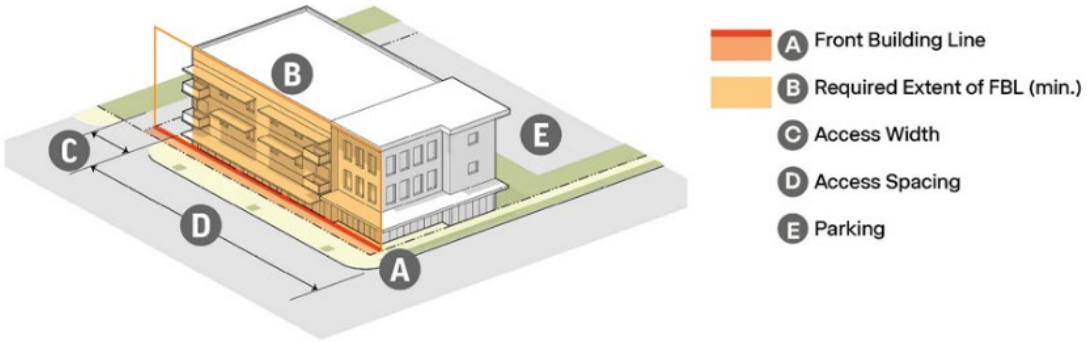


Figure 6-1 Frontage Design
Frontage types are differentiated based on the location of the front building line (FBL), the extent of the front building line occupied by the building (Required FBL), access widths, and parking location and extent along frontage. Coordinating frontage design of multiple buildings and sites along a block impacts the character of the streetscape and the block. 36-6.04.A.2.

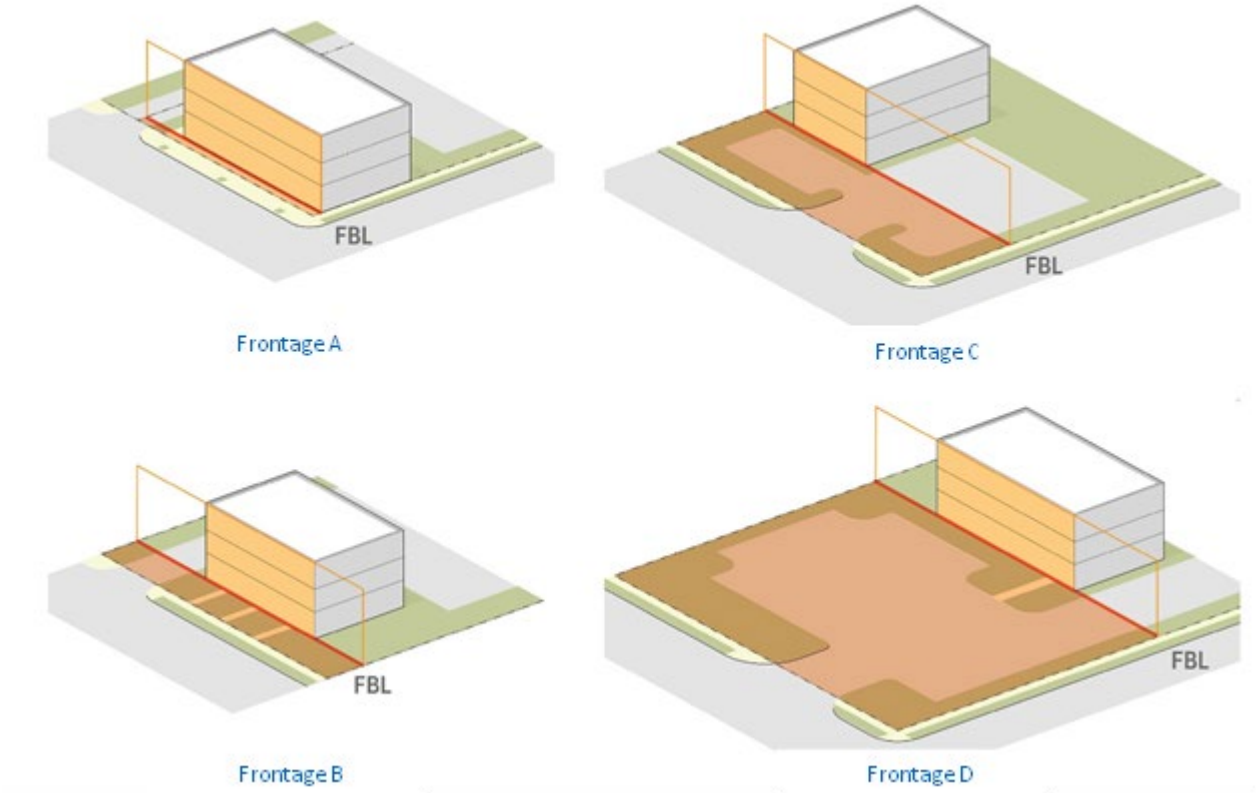


Figure 6-2 Frontage Types *The relationship between private development and the public realm determines the character of different districts. Building placement, parking and access locations, and landscape and streetscape design distinguish different frontage type designs. Social spaces and human-scale architectural features are emphasized in more pedestrian-oriented contexts, and landscape screens and setbacks are emphasized in more car-oriented areas. 36-6.04.A.2.*

1. *Front Building Line.* Front building lines create a consistent pattern along block framing streetscapes. All buildings shall establish a front building line within the range specified in Table 6-2 based on the applicable frontage types and context of the site.
   a. The required front building line may modify any required front setback for the building type in Table 6-1 based on the appropriate frontage for the street and block.
   b. All buildings shall occupy the minimum percentage specified for required front building line with either of the following:
      (1) Front building facades meeting the design standards in Table 6-3; or
      (2) Open spaces meeting the requirements of Section 36-6.04.D provided:
         (a) It is limited to no more than 50 feet or 50% of the lot frontage, whichever is greater;
         (b) There is a defined edge at the extension of the required front building line, such as decorative walls or fences, landscape features and other human scale details; and
         (c) All building facades fronting the open space meet the standards otherwise applicable along the streetscape.
   c. Corner lots shall meet the frontage requirement on the side street for at least 30’ or 25% of the lot depth, whichever is greater.
   d. Projects designed around internal access streets according to Section 36-3.03.B.2.d shall use the internal access streets for the purpose of applying frontage standards.

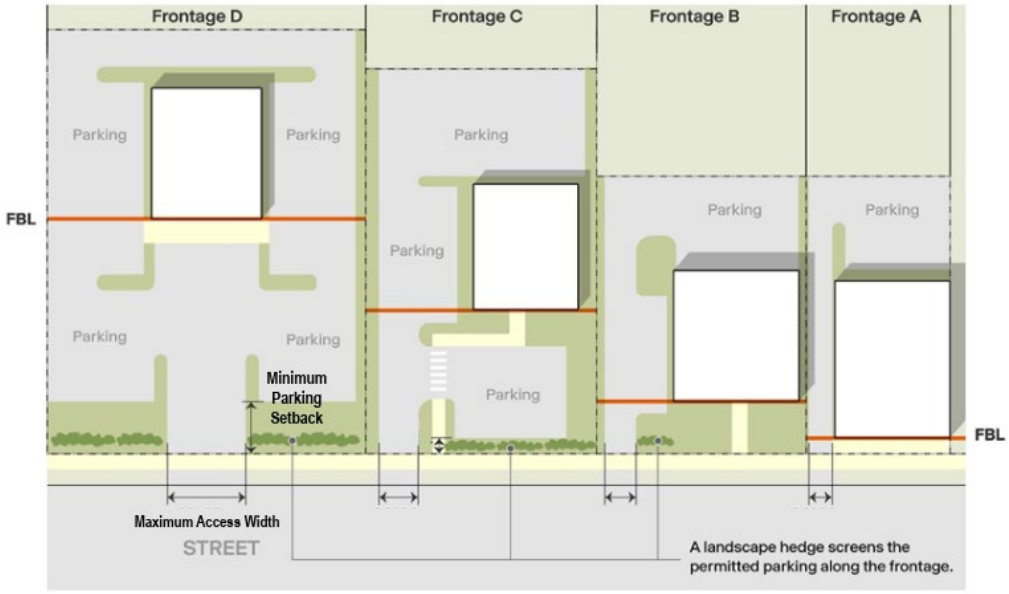


Figure 6-3 Front Building Line & Access and Parking Limits standards for different frontage types.
The required front building line determines the extent of the lot width required to be occupied by building frontage at the front building line, and it varies by frontage types. Alternatives that activate the streetscape with active social spaces may serve this function provided they establish similar defining elements of this space along the frontage. 36-6.03.A.3.a. and b.

Access & parking limits determine the extent of frontages that are designed for cars, including driveways and surface parking. Parking and vehicle access is more limited in the frontage area for pedestrian-oriented contexts, and more permissive in car-oriented areas. 36-6.04.B.2.

2. *Access and Parking Limits*. Access spacing and parking limits in Table 6-2 promote the visual priority of buildings and landscape along streetscapes, particularly where buildings are placed closer to the street. The following standards apply to the access and parking limits in Table 6-2:
   a. Access width limits apply to the first 30 feet of the lot depth, or up to the front building line, whichever is less.
   b. Access requirements in Section 36-7.03 may require greater spacing based on the street classification. However, the Public Works Design Standards and Technical Specifications may specify different access standards on any particular street or lot to address traffic safety and implement access management policies.
   c. In cases where access width and spacing limits access to a particular lot, mid-block alleys, internal access streets, common access lanes, or cross access easements for two or more lots shall be used to coordinate access on a particular block.
   d. All parking shall be setback from the front lot line and limited only to the extent along the frontage as specified in Table 6-2.
   e. Any garage or vehicle bays shall be located on the most remote building elevation practical, and where not limited by Table 6-2 shall be screened from public right-of-way or adjacent property according to Section 36-8.04.

3. *Landscape*. The remainder of the frontage between the streetscape and front building line shall include landscape and open space designs.
   a. For any building located closer than 15 feet to the lot line, this area shall be designed to coordinate as an extension of the streetscape according to Section 36-3.03.
   b. For all cases where buildings are setback 15 feet or more this area shall be designed according to the parking setback and landscape design standards in

Articles 7 and 8.

c. On all frontage types, lot open space meeting the standards of Section 36-6.04.D may be included in this area.

C. **Building Design.** All applicable sides of b~~B~~uildings shall be designed according to the standards in Table 6-3, applied based on size and placement of the building in relation to the streetscape. Building design refines the scale and form of buildings beyond the basic setback, height and lot coverage standards by breaking down the volume into smaller scale masses and relating to spaces around the building with facade composition and architectural details. Subsections following the table provide specific design strategies and techniques to meet the standards.

Table 6-3: Nonresidential Building Design

		Frontage A	*Frontage B*	*Frontage C*	*Frontage D*
Massing & Modulation		50' / 500 s.f.	100' / 1K s.f.	150' / 2K s.f.	200' / 4K s.f.
Entry Feature Spacing		50' max.	75' max.	150' max.; 1 /100' avg.	1 / building
Minimum First Story Transparency		60%	40%	40%; w/in 50' of entry	40%; w/in 25' of entry
Minimum Upper Story Transparency		25%	20%	15%; n/a for industrial buildings in LIC, HM	15%; n/a for industrial buildings in LIC, HM
Applicability	*CC, C-MX2*	■	□		
	C-MX-1	□	■	□	
	GC, GI, LIC			■	□
	HM			□	■

■ Permitted default standard

□ Alternative standard to be applied based on context through Minor Modifications Blank is only allowed through Major Modification.

1. *Massing & Modulation.* Massing and modulation use changes in the building footprint, height, or shifts in wall or roof planes to break down larger volumes into smaller parts and refines the scale and form of the building with architectural features on each component. All applicable b~~B~~uilding elevations that exceed square footage or in linear feet massing and modulation limits in Table 6-3, shall be broken into smaller components by one or more of the following design techniques:
   a. Emphasize bays and vertical breaks at regular intervals with visible features such as columns, pillars, pilasters, or other details and accents that are between 6 and 48 inches wide, and project between 4 and 24 inches off the facade.
   b. Define horizontal elements with projections between 2 feet and 4 feet from the wall associated with entrance features or differentiating stories, such as balconies, awnings, canopies, cantilevers, or similar horizontal elements.
   c. Break the volume of the building into distinct components with:
      (1) Step-backs of upper stories of at least 10 feet; or
      (2) Recesses of the building footprint greater than 4 feet.
      (3) Deviations should encompass at least 20% wall planes of the entire elevation.
   d. Horizontal differentiation of a base, body and top of buildings with materials and architectural details.
      (1) For buildings less than three stories, this can be a distinct foundation, a main facade, and an embellished roof structure, such as eaves and fascia for pitched roofs, or cornices and parapets for flat roofs.
      (2) For buildings three to six stories, the first floor should be clearly

differentiated from upper stories to establish the base and an embellished roof structure.

(3) For buildings seven stories or more, the first two floors may be clearly differentiated from upper stories to establish the base, and the upper stories may be distinguished as a distinct component.

(4) Any belt course or trim band establishing the break in base, body and top shall use a material or pattern distinct from the primary material, be 6 to 36 inches wide, and off-set from the wall plane 4 to 24 inches; or be a lessor trim associated with a material change.

e. Use material changes and the use of primary and secondary materials with different colors and textures to emphasize different elements of the buildings.

(1) Where material changes are vertical (i.e. different materials stacked above another) the transition between materials should include a belt course, trim band, sill or similar element to separate materials. Heavier and larger materials should be below lighter to smaller materials.

(2) Where material changes are horizontal (i.e. materials side-by-side) the transition between materials should occur at interior corners or at the trim line, architectural column, or pilaster to emphasize different structural or massing components.

f. Use patterns of windows and doors, meeting the transparency requirements in Section 36-6.04.C.2 and 3, to break up blank walls, add depth and texture to the wall, and create a rhythm and balance along the elevation.

g. Use ornamental architectural details complementary to the materials and architectural style and use color and material changes associated with trim or massing elements along areas where there are no windows or doors.

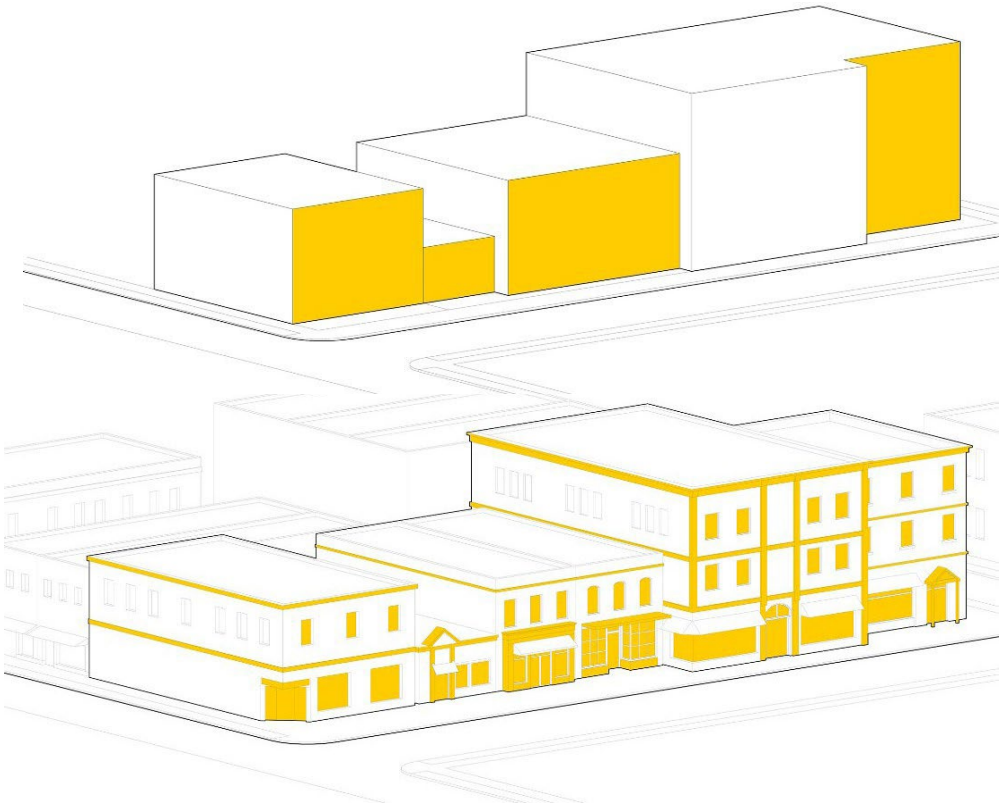


Figure 6-4 Massing & Modulation
Wall planes that exceed either the linear dimension limits or the square foot limits in Table 5-6 wall plane limits shall be broken up by massing elements and/or architectural details shown in 36-6.04.C.1.

2. *Entry Features.* Front entry features activate the streetscape and public spaces and create consistent human-scale massing elements along the building and block frontage. Front entry features shall be within 10 feet of the front building line. Primary public entrances shall be located on all front facades at intervals specified in Table 6-3 and be clearly defined with at least two of the following elements:
   a. A single-story architectural emphasis such as raised parapets, gables, canopies, porticos, overhangs, pediments, arches, or recessions within the wall plane of at least three feet.
   b. Transom or sidelight windows that frame and emphasize the entry.
   c. Architectural details such as tile work and moldings, columns, pilasters, or other similar material changes.
   d. Integral planters, seating, or wing walls associated with an entry court or plaza that integrates landscape and hardscape designs.
   e. For corner buildings, any entrance feature located on the street corner may count to both sides, and may be considered located at 25 feet from each corner for the purpose of the required primary entry feature intervals.

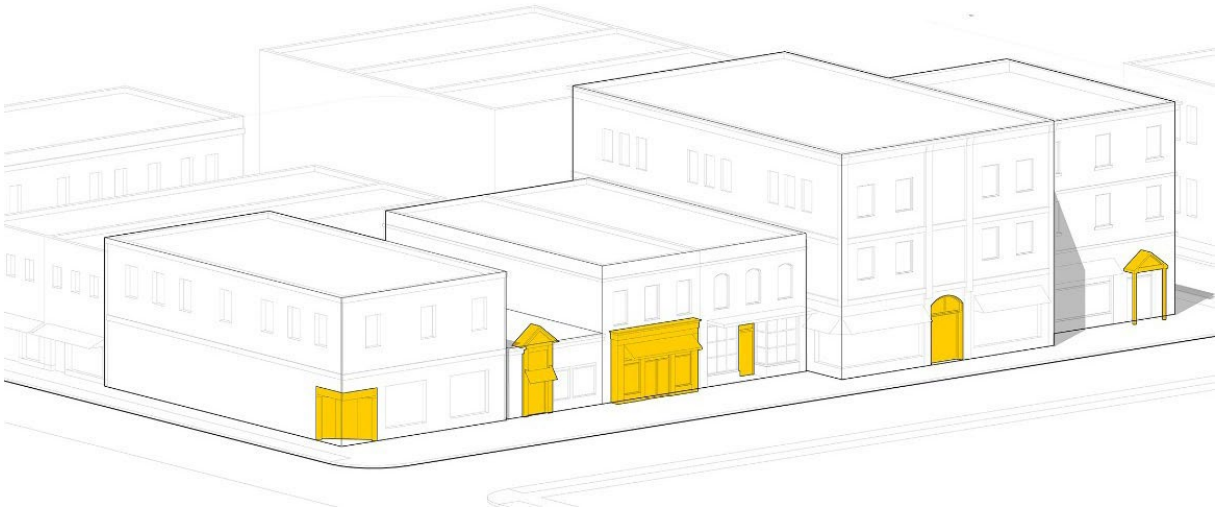


Figure 6-5 Primary Entry Features
Entrances help activate the streetscape and orient buildings to public spaces. More pedestrian-oriented blocks benefit from the activity created by smaller-scale uses and the rhythm created by more frequent entrances. More car-oriented streets may allow less frequent entrances or alternative orientations of buildings to internal access streets or common spaces as referenced in 36-6.04.C.2.

3. *Transparency.* Windows and doors provide connections to active outdoor spaces and add visual rhythm and detail to the facade with the location, pattern, and proportions of openings. Building elevations shall meet the required transparency on any street facing elevation in Table 6-3 through one or more of the following design techniques:
   a. Where expressed as a first story requirement the percentage shall be measured between two feet and eight feet above the sidewalk grade, or within ten feet above the first-floor elevation if the building is set back more than 15 feet from the street.
   b. Where expressed as an upper story requirement, the percentage shall be measured between the floor level and ceiling of each story.
   c. All required first story windows shall provide direct views to the building's interior or to a lit display area extending a minimum of three feet behind the window.
   d. For industrial and civic buildings set back more than 30 feet from the street, clerestory windows may meet the first or upper story window requirements.
   e. Locate windows and doors in conjunction with massing and modulation standards in subsection C.1, including:
      (1) Coordinate the facade composition considering the elevation as a whole, and to break up large expanses into different components with the grouping of windows and doors.

(2) Use projecting trim and ornamentation around windows to create depth, texture, and shadows on the facade.
(3) Emphasize openings or combine groups of openings in association with ornamental details and architectural projections or recessions.

Figure 6-6 Transparency
Transparency requirements eliminate large expanses of blank walls and create physical and perceptual connections to spaces around buildings. Meeting the requirements for each story helps reduce the scale of larger buildings as referenced in 36-6.04.C.3.

4. *Four-sided Design.* All buildings shall incorporate four-sided design, so that that no matter what view you have of the building, the design is not interrupted, and all parts are perceived as a coordinated part of a unified whole. Specifically:
   a. All sides shall exhibit the same quality, continuity, and durability of design including the same primary and secondary materials, although more important sides can reflect priority in the allocation of these materials.
   b. All sides that are visible from streets, public spaces or active portions of adjacent sites shall have a similar level trim, accent material, details, and ornamentation, although the extent and details may be different to reflect the greater importance of certain areas closest to the public realm or with greater visibility, and parts not exposed to the public may be designed for utility.
   c. Sides not meeting the four-sided design standards or designed for more utilitarian purposes should be screened and buffered from streets and public spaces according to Section 36-8.03.

D. **Open Space Design.** The lot open space requirement in Table 6-1, and any other undeveloped spaces should be arranged to create a common or private amenity for the site and building. The design of open space can reinforce the character of unique districts and distinct places and space can be designed for active, social spaces that relate to public spaces; for integrated natural environmental features that serve development; or for landscape areas that buffer and mitigate undesirable relationships; or a combination of these features dependent on the context of the site. Lot open space shall be designed and arranged to create usable outdoor spaces that meet one or more of the following types:

1. Private frontage landscape areas designed according to the frontage design standards in Section 36-6.04.B, excluding any driveways, parking areas, or other automobile space;

2. Open space meeting the requirements for public or common open space in Section 36-3.04;

3. Civic amenities or social spaces such as courtyards, patios, or plazas, provided they are at

least 20 feet wide in all directions and integrated with the design and function of the building and/or connected as an extension of the streetscape; or

4. Landscape areas and buffers designed according to the standards of Section 36-8.04.

5. For any mixed-use building, open spaces shall be designed according to Section 36-5.04.D to meet the requirements for residential portions of the project.

6. Green infrastructure strategies such as bioretention, grass swales, vegetated buffer, and other similar design elements shall be integrated into the design of open space to meet stormwater requirements.

E. **Modifications.** Modifications to the standards in Section 36-6.04 may be authorized according to the zoning site plan modification process and criteria in Section 36-2.03, and any of the following applicable additional criteria:

1. The context presents a clear pattern of existing buildings and lots on the same block and opposite block face with a different arrangement in terms of the front building line, access patterns, and extent and placement of parking.

2. An alternative design allows the building, parking, and access to be sited in a way that preserves topography or other natural features on the site.

3. The requirement is not consistent with the architectural style selected for the building based on reputable resources documenting the style.

4. The requirement would make the building less compatible with designs or characteristics of other buildings or sites adjacent to the project or that are prevalent throughout the area, and the design or characteristics are desirable to retain and reinforce.

5. The specific standard is not practical due to the context and location of the lot or other similar physical conditions beyond the specific building and site not created by the landowner.

6. In all cases the deviation is the minimum necessary to address the circumstance, the alternative equally or better meets the design objectives of this section, and there are no negative impacts on other design standards applicable to the building or site.

36-6.05 Specific Area Plans

The frontage design, building design, and open space design standards in this article may be refined and further specified based on a specific area plan for multiple properties and owners. The plan shall use the design standards in Section 6.04 and apply them on a block-by-block basis, but may modify or supplement the standards based on the specific plans. The plan shall be approved by the City as a specific area plan. Alternatively, specific application of frontage types may be based on a plan approved in association with a development proposal, provided it: (1) is at least 10 acres; (2) includes at least 20% of Frontage A frontages; (3) includes at least 60% Frontage A or B standards; and (4) includes no more than 25% Frontage D standards. All **specific area** plans approved shall be included or cross-referenced in the sub- sections below.

A. **[Reserved]**

Article 7. Access & Parking

36-7.01 Intent
36-7.02 Applicability
36-7.03 Access
36-7.04 Required Parking
36-7.05 Parking Design
36-7.06 Modifications

36-7.01 Intent

The intent of this article is to:

A. Emphasize the importance of site access for multiple modes of transportation.

B. Preserve streetscape design and street functions by coordinating access along block faces and internal to blocks.

C. Create access and parking standards appropriate to the context of the site, considering public safety, traffic flow, surrounding development patterns, street design and functions, and available modes of transportation.

D. Provide the optimal amount of vehicle parking for individual sites, recognizing that too much and too little parking each have negative impacts.

E. Maximize opportunities for on-street parking, shared parking, parking management, alternative transportation, and other strategies to reduce underutilized and redundant surface parking on adjacent sites.

F. Ensure appropriate site and landscape design that mitigates the environmental, physical, and aesthetic impact of parking on streetscapes and surrounding sites.

G. Accommodate emerging transportation options, including alternate fuel vehicles, on-demand services, micro-mobility (scooters, e-bikes, neighborhood electric vehicles, etc.), and other trends that impact parking quantity or design.

36-7.02 Applicability

Access and parking shall be shown on plats, zoning site plans, and building permits according to the application requirements in Article 2. Specifically, the standards in this article apply to:

A. All new development, buildings, or uses on a site.

B. Any new lot created through an administrative or major subdivision.

C. A change of use, or modifications to an existing building or site, except that:

1. Additional parking requirements shall only apply to the expanded portions of the use or building;

2. New parking for non-residential uses shall only apply where the change results in a requirement for more than 15% additional parking than the current condition; and

3. The parking design standards shall only apply to the newly constructed parking; except when more than 50% of a parking area is reconstructed, all parking and access shall comply with this section.

4. Any revision to existing access shall be brought into compliance with all current standards.

36-7.03 Access

A. **Design Objectives.** The design of access to and internal circulation for sites shall achieve the following design objectives:

1. Limit impacts of driveways and curb cuts on streetscape designs and reduce conflicts with pedestrians, bicycles, and vehicles.
2 Promote shared or common vehicle access from streetscapes and direct circulation and loading internal to blocks, particularly on busier streets or where the standards otherwise limit or prohibit access.

3. Coordinate reasonable vehicle access with frontage designs for lots and buildings based on context and according to Sections 36-5.04.B and 36-6.04.B.

4. Provide direct, safe, and convenient bicycle and pedestrian access to buildings and sites at an equal or greater level than vehicles.

B. **Vehicle Access.** Access shall be coordinated at the largest scale possible and based on the following access strategies and data and analysis for the specified access thresholds:

1. *Required Access Thresholds.*
   a. *Traffic Access Assessment (Access Plan).* Any development, rezoning, redevelopment, change in use, building permit, zoning site plan, or subdivision that will access on a public right-of-way, regardless of trip generation shall provide a traffic access assessment.
      (1) No subdivision of property shall be approved without an understanding of allowable access for the entire property, including shared access and cross access. This future access plan and any access easements shall be noted on the plat accompanying ordinance as applicable.
      (2) For any application adjacent to programmed infrastructure projects, or mapped streets as may be shown in the Major Thoroughfare Plan the right-of-way dedication shall be made equal to half the proposed future right-of-way measured from the existing centerline.
   b. *Driveway Safety Study*. Any development, rezoning, redevelopment, change in use, building permit, zoning site plan, or subdivision that will add 50 or more peak hour trips or 500 or more daily trips to adjacent roadways (cumulative) or that has known deficiencies or safety issues as determined by the City Traffic Engineer, shall require a driveway safety study.
      (1) The City Traffic Engineer may determine that a traffic impact study is required if this threshold is met in situations where existing operating conditions are known to be deficient.
      (2) All land uses identified as motor-vehicle oriented businesses shall complete a gap study for each driveway connecting to an arterial or collector street.
      (3) Driveway safety studies shall be completed, signed, and sealed by a Professional Engineer registered in Missouri.
   c. *Traffic Impact Study.* A traffic impact study shall be required for any development, rezoning, redevelopment, change in use, building permit, zoning site plan, or subdivision as required by the applicable Public Works Design Standards and Technical Specifications, or when any project increases the number of trips as outlined below in Table 7-1. If the City Traffic Engineer determines that the adjacent street network has deficiencies or safety concerns, a TIS may be required for any project.

Traffic impact studies shall be completed, signed, and sealed by a Professional Engineer registered in Missouri.

Table 7-1: Traffic Impact Study Thresholds

Street Typology	Trip Threshold
Expressway / High-Type Arterial	150 peak hour / 1,500 daily
Medium-Type Arterial / Low-Type Arterial	100 peak hour / 1,000 daily
System Collector	90 peak hour / 900 daily
Subdivision Collector / Local-High Activity	85 peak hour / 850 daily
Local-Low Activity	80 peak hour / 800 daily

2. *Alleys & Internal Circulation.* Alleys are encouraged for primary access to all blocks in conjunction with Sections 36-3.03 and 36-3.05, and particularly for mixed-use development or residential blocks accommodating narrow lots.
   a. Alleys shall connect through the block to a publicly dedicated street on each end. However, where the surrounding streets or the development patterns within a block warrant, alleys may be in "H", "L", "Z" or "T" configurations.
   b. Where alleys do not exist or are not practical, common lanes that reflect increments of the potential alley configuration are encouraged to support multiple lots along a block frontage.
   c. Where alleys exist, lots shall not have access from a public street except as permitted by the frontage design standards in Section 36-5.04 for residential frontages, and Section 36-6.04 for nonresidential frontages, or where specifically justified by a traffic study and approved by the PW Director.
   d. Alleys may be located in an easement at the City's discretion and provided a property owner's association or other entity with financial and administrative capacity for maintenance is established.

3. *Internal Access Lanes.* For large projects of parcels over 6 acres, or where any singular access would exceed 500 average daily trips or 200 peak hour trips, the City may require a system of internal access lanes to provide access and circulation within the site. Internal access lanes:
   a. Shall be laid out to organize the site into smaller internal blocks between 1 and 5 acres.
   b. Shall be privately maintained but designed to public street design types in Section 36-3.03.C and the applicable Public Works design standards and technical specifications, including sidewalks, landscape amenities, on-street parking and travel lanes.
   c. Shall be treated as public streets for determining the proper location, orientation and design of sites, buildings, and utilities within the project.
   d. Trail, greenway, or pedestrian passages meeting the standards of Section 36-3.04 may account for a portion of this internal circulation network, provided it connects buildings, open spaces, and internal access lanes with similar networks external to the site and presents a logical connection point for pedestrians and bicycles.

4. *Gated Access.* No public street shall be obstructed. Gated access will only be considered and allowed for private streets, approved developments, approved zoning site plans, or other subdivision plats approved by the City Council.
   a. *General Location Requirements.* Any gate shall be located a sufficient distance from a public street to allow three cars to line up at the gate without interfering with vehicles utilizing a public street; the minimum acceptable distance from the gate to public street shall be no less than 60 feet.
   b. *Turnaround Area.* A turnaround area shall be provided for vehicles unable to enter the gated development. The turnaround area shall provide an area to allow vehicles to safely turnaround without backing into the public street.

c. *Pedestrian Access.* Pedestrian access separate from the vehicular movement area shall be provided. The pedestrian access point may be gated. Sidewalk from the pedestrian access point to the public sidewalk shall be provided.
d. *Approval of Circulation Plans.* The City Traffic Engineer and the Fire Department shall approve all circulation plans for any gated access development and may require multiple entrances.
e. *Applicability of City Standards.* All City standards for streets, sidewalks, fire lanes, fire hydrants, and other engineering requirements shall apply to any gated access development.
f. *Responsibilities*. All maintenance and repair of the private streets, gates, and/or fire lanes shall be the sole responsibility of the property owners within the gated development.
g. *Minimum Gate Width.* One-way access gates shall be a minimum of 20 feet wide and two-way access gates shall be a minimum of 24 feet wide. A clear width of 12 feet shall be maintained between any islands gate equipment, guard house, landscape feature, etc.
h. *Emergency Release Required.* An emergency release hitch pin shall be installed on the control arm of any access gate. This hitch pin, when removed, will detach the control arm from the gate and allow the gate to swing open freely with manual intervention. The loss of electrical current shall cause the gate to open and remain open until normal electric current is restored and the gate reset.
i. *Events Requiring Open Gate Established.* Should any problem occur in the operation of the gate or any violation of any provision of this article, each access gate shall remain open and access to the development available until such time as the problem is resolved and/or the gate is repaired and tested.
j. *Prohibition of Tire Damaging Devices.* Road spikes, barbs, or other tire damaging devices are prohibited.
k. *Hold Harmless.* The individual property owners agree to release, indemnify, defend and hold harmless, from liability imposed by law, the City, governmental entity, medical services provider or public utility, and their respective employees, officials and agents, for damages and injury (including death), arising from the condition or use or the existence of a gated access; for damages and injury (including death) arising out of the use by the City, governmental entity or public utility, their respective employees, officials and agents, or emergency medical personnel of any gated access; and for damages and injury (including death) arising out of the use of the gated area by the City, governmental entity, medical personnel or public utility of any gated access. Further, such language shall provide that all property owners shall release the City, governmental entities, public utilities, their respective employees, officials and agents, and medical personnel for such damages and injuries. The indemnifications contained in this paragraph apply regardless of whether or not such damages and injury (including death) are caused by the negligent act or omission of the City, governmental entity, medical personnel or public utility, or their representatives, officers, employees or agents.
l. *Waiver of Service.* The property owners shall note that certain city services shall not be provided in gated areas. Among the services which will not be provided are routine police patrols, enforcement of traffic and parking ordinances and preparation of accident reports. All private traffic regulatory signs shall conform to the City of Springfield Standards for Traffic Control Devices. Depending on the characteristic of the proposed development, other services may not be provided.

C. **Access Requirements and Triggers for Application.** Any development, rezoning, redevelopment, change in use, building permit, zoning site plan, or subdivision shall have access to public streets or alleys that complies to all requirements of this chapter, Chapter 98, the applicable Public Works design standards and technical specifications, and any other applicable requirements. Additional triggers, applicability, and exceptions for driveway and access requirements are noted herein.

1. *General.*
a. If an existing lot requires new access that cannot meet all current requirements, and an alternate access does not exist, the access point shall be placed at the

most reasonable location as determined by the City Traffic Engineer and a cross-access easement must be provided across the entire length of the lot as necessary to provide access to adjacent lots considering development patterns, terrain, and safe ingress/egress.

b. If the proposed development, rezoning, redevelopment, change in use, building permit, zoning site plan, subdivision, or other development activity requires a driveway safety study, traffic impact study, or displays the potential to produce a public safety risk as determined by the City Traffic Engineer, modifications may be required to the access, including but not limited to, restricting directional access or other public improvements. Any existing, non-compliant access point must be removed at the appropriate time as determined by the City Traffic Engineer if not specifically defined elsewhere.

2. *Administrative Subdivisions.* All administrative subdivisions shall have access points to public streets or alleys that fully comply to the current standards or will fully comply when developed as determined by the access plan for each new lot. Administrative subdivisions creating new R-SF lots with residential uses may have non-compliant access points as per Item 4(b) of this section.

3. *Existing Access.* If a lot has an existing access, the existing access may remain but shall be corrected, removed, or reconstructed prior to issuance of the certificate of occupancy and/or final approval of the subdivision activity when any of the following occur:

a. A zoning site plan, public improvement plans, or driveway permits are required.
b. Any access is within the functional area of an intersection or deemed a public safety risk by the City Traffic Engineer.
c. A change in use or rezoning occurs that produces additional traffic volume to warrant a driveway safety study, or traffic impact study that identifies required corrections to the access.

4. *Access for Single-family Residential Lots.*

a. *With a New Building Permit.* If an existing lot cannot accommodate an access meeting all requirements and alternate access does not exist, the access point shall be placed at the most reasonable location as determined by the City Traffic Engineer. No shared access or cross-access easements are required for an existing individual single-family residential lot on a street classified as a residential collector or below.

b. *Existing Access with Subdivision Activity.* When an existing lot is subdivided to create new legal lots for single-family residential uses, an existing access for single-family residential use may remain if the existing access:

(1) Is on a street classified as a residential collector or below;
(2) Is not within 50 feet of an arterial street; or
(3) Poses no public safety risk as determined by the City Traffic Engineer.
(4) Is within 50 feet of an arterial street or deemed a public safety risk, the access plan will be required to analyze future shared access, cross-access easements, and/or the applicability of the removal or modification of current access points.
(5) If the existing access requires modification, any change in access will need to be escrowed or constructed prior to approval of the subdivision activity.

5. *Permitting and Requirements.* A driveway permit is required to be issued by the PW Director prior to the creation of or modification of any access point. If public improvement plans (PIP) are required, access will be required to be shown on the plans and if so shall be completed or escrowed in cooperation with the PIP plan prior to approval of the subdivision activity or building permit. Any driveway will need to be fully constructed, and final inspection completed prior to issuance of the certificate of occupancy (CO) or temporary certificate of occupancy.

D. **Sidewalks.**

1. *Generally.* Development sites shall include direct sidewalk connections and circulation at

the same or greater frequency as provided for vehicles. Sidewalks shall connect p~~ublic~~**rimary** entrances of buildings and sites to the following, in the most direct manner practical:

a. Sidewalks in the public right-of-way or along internal access lanes.
b. Parking areas and any perimeter or internal sidewalks in the parking areas.
c. Civic or open space, or other common areas designed for active use.
d. Transit stops, stations, or park and ride locations – existing or anticipated.
e. Where connections by way of the public street is not reasonable or practical, sites shall provide direct connections to any of the above areas on adjacent sites.

2. *Sidewalk Width.* Internal sidewalks shall meet the requirements of Table 7-2.

Table 7-2: Internal Sidewalk Widths

Location	*Minimum Width*
Any residential property, generally	**4**~~5~~'
Any residential property with more than 10 units Any mixed-use or nonresidential property, generally	6'
Along the front or to the primary entrance of a nonresidential building < 10,000 s.f.	8'
Along the front or to the primary entrance of a nonresidential building 10,000 s.f. or more Any access designed for both pedestrians and bicycles	12'
Along any parking area with vehicle overhangs	+ 2' to other required widths

*** If 8' or 12' sidewalk is provided along the front of the building, all other connecting sidewalk minimums may be reduced to 6'.**

3. *Pedestrian Amenities.* Internal sidewalks shall be designed to emphasize pedestrian priority and conform with the following:
a. Separate sidewalks from driving surfaces by changes in the texture, raised surfaces, landscape edges, and similar distinguishing features, except for designated cross walks which may be painted or shared streets.
b. Provide adjoining landscaped areas that include trees, shrubs, flower beds, and ground covers along at least 50% of the walkways meeting the landscape design standards in Section 36-8.03.
c. Lighting fixtures along all walkways meeting the outdoor lighting design standards in Section 36-8.07.

36-7.04 Required Parking

A. **Vehicle Parking Rates.** Table 7-3 provides minimum parking requirements for general categories of uses, which apply to all similar uses not specifically listed. The following criteria shall be used in interpreting the table:

1. Square footage rates shall be based on the leasable floor area or active area dedicated to the particular use, excluding areas dedicated to accessory common or public areas, hallways, and bathrooms. Where this number is not easily determined, 85% of gross floor area may be used.

2. A seating or capacity rate shall consider the total number of seats based on actual seating capacity, or where not readily determined industry standards for typical layouts of buildings or building codes.

3. Employee or occupancy rates shall consider maximum number of employees or occupants likely to be on-site at one time. Where this number is not easily or readily determined, the maximum building code capacity may be used.

4. Where uses or sites have components of different uses (i.e. hotel with a restaurant), each component shall be calculated under **the** most applicable rate.

5. Where a use is not similar to a general use in the table or could meet more than one category, the PD Director shall determine the appropriate classification based on industry guides or the most similar use in terms of scale, format, and operation.

Table 7-3: Required Parking

Use Category / Specific Use	*Required Parking*
Residential	
Group Living	2 / each 3 occupants (non-staffed) 1 / each 2 beds + 1 / employee (staffed)
Household Living – Accessory Dwelling, Multi-unit, or Small-format	1 / unit (micro-efficiency or studio unit) 1.5 / unit (1 - 2 bedroom unit) 2 / unit (3+ bedroom unit)
Household Living –Manufactured Dwelling or One-Unit	2 / unit
Civic	
Assembly or Event Venue	1 / 4 seats (with fixed seats) 1 / 3 persons based on designed maximum capacity (w/o fixed seats) + accessory uses at applicable rates (e.g. restaurant, retail, etc.)
Crematorium or Funeral Home	1 / 4 seats + 1 / employee
Cemetery	1 / 5,000 s.f. of land area or 1 / 4 seats for assembly areas, whichever is greater
Cultural Facility – Small (<10K)	1 / 350 s.f.
Cultural Facility – Large (>10K)	1 / 1,000 s.f. + accessory uses at applicable rates (e.g. restaurant, assembly, etc.)
Open Space – Generally	1 / 5,000 s.f. of land area or 1 / 4 seats for assembly areas, whichever is greater 1 / 200 s.f. of workout area 1 / 500 s.f. of open court area 1 / 350 s.f. of general service facilities (i.e. reception, locker or community rooms, etc.)
School – College / University or Vocational	1 / employee + 2 / each 3 students
School – Elementary or Junior High	2 / classroom or 1 / 5 seats of largest assembly, whichever is greater
School – High School	2 / classroom or 1 / 5 seats of largest assembly, whichever is greater + 1 / 8 students
Commercial	
Animal Care – Generally	1 / 300 s.f.
Daycare	1 / each 5 students + 1 / employee
Entertainment & Recreation - Indoor	1 / 350 s.f. 1 / 4 seats of fixed seating areas 1 / active patron station (i.e. 4 per lane - bowling; etc.) + accessory uses at applicable rates (i.e. restaurant, assembly, etc.)
Entertainment & Recreation – Outdoor	1 / 5,000 s.f. of land area 1 / 4 seats of fixed seating areas 1 / active patron station (i.e. 4 per hole - golf course; etc.) + accessory uses at applicable rates (i.e. restaurant, assembly, etc.)
Food & Beverage Establishment – Drive-through	1 / 75 s.f. (See Section 4.04.B for any drive-through requirements)

Table 7-3: Required Parking	
Use Category / Specific Use	***Required Parking***
Food & Beverage Establishment – Generally	1 / 100 s.f. with on-site seating and no drive-through (i.e. restaurant, bar, night club, etc.) 1 / 75 s.f. –with on-site seating and drive-through (See Section 4.04.B for any drive-through requirements)
Lodging	First 20 rooms = 1 / guest room 21 – 40 rooms = 1 / 2 guest rooms (over 20) > 40 rooms 1 / 4 guest rooms (over 40) + accessory uses at applicable rates (i.e. restaurant, assembly, etc.)
Lodging – Short-term Rental	2 / unit
Medical Service - Outpatient	1 / 250 s.f.
Medical Service – In-patient	1 / bed + 1 / employee
Office	1 / 350 s.f.
Personal Service	1 / 100 s.f.
Residential Care – Generally	1 / 3 beds + 1 / each 2 employees
Retail – Small (<3K)	1 / 500 s.f.
Retail – Generally (>3K)	1 / 250 s.f.
Retail – Grocery Store	1 / 250 s.f.
Retail – Outside Sales	1 / 500 s.f. + 1 per 3,000 s.f. open sales lot
Service - Generally	1 / 350 s.f. (See Section 4.04.B for any drive-through requirements)
Vehicle Service – Gas Station	1 / 250 s.f. + 1 / employee
Vehicle Service – Car Wash	1 / employee
Vehicle Service & Repair	2 / service bay + 1 / employee
Industrial	
Industrial & Business Service	1 / 1,000 s.f. or 1 / 1.5 employees, whichever is greater Accessory office areas more than 20% of the overall use shall be computed separately at the office rate.
Manufacturing – Limited / Artisan	1 / 500 s.f. Accessory office areas more than 20% of the overall use shall be computed separately at the office rate.
Manufacturing – Generally	1 / 1,000 s.f. or 1 / 1.5 employees, whichever is greater Accessory office areas more than 20% of the overall use shall be computed separately at the office rate.
Warehouse & Storage	1 / 25 units + 1 / employee
Urban Agriculture	
Community or Market Garden – Under 1 Acre	No parking required
Community or Market Garden – Over 1 Acre	2 / ac. of cultivated area

B. **Maximum Parking.** Nonresidential uses shall not provide more than 150% of the minimum required parking without documented evidence of actual parking demand based on studies of similar uses in similar contexts. In addition, any parking permitted over 120% of the minimum shall require mitigation of the potential impacts of additional parking through one or more of the following strategies:

~~1. Utilize all eligible parking reductions permitted in Section 36-7.04.C.~~

1. Provide shared parking for other uses on the block or adjacent blocks according to this Section 36-7.04.D.

2. Use alternative surfaces designed to infiltrate stormwater or design parking lot landscape areas to treat stormwater from the additional parking area. These measures shall be designed in accordance with the Flood Control and Water Quality Protection Manual.

3. Provide additional buffers and ~~site~~ open spaces internally or ~~to~~ screen parking areas with at least a 10% increase in the size of open space or buffers required for the parking and landscap**inged** at the effective rate for the total parking area.

4. Provide at least a 20% increase in the amount of landscape planting material required for the parking area and allocate it appropriately within the required open spaces, interior or parking area screening.

5. Design all parking areas over the 100% minimum as dual-purpose space, such as plazas, playgrounds, or similar event areas for regular and active use of the space during non-peak parking times.

C. **Parking Reductions.** The parking required by Table 7-3 may be reduced depending on context and according to the following strategies:

1. *Exempt Districts.* The following zoning districts are exempt from required vehicle parking in Table 7-3:
   a. CC – Center City
   b. COM – Commercial Street
   c. GI – Government and Institutional
   d. Any other public parking benefit district, provided all uses, lots, and buildings shall abide by the standards of that parking district. To the extent the parking benefit district standards only deal with parking supply, the design standards from this article shall apply to any parking that is provided.

2. *Bicycle Parking Credit.* All bicycle parking designed and located according to Section 36-7.04.F may reduce the required vehicle parking at a rate of 1 space for every 2 bicycle parking spaces up to a maximum of 10% of the required parking. To be eligible for this credit, the applicant must demonstrate that it is practical to expect significant bicycle access to the site based on: the location and proximity to the broader bicycle transportation network; the design of the site; and the nature of the use and anticipated patrons.

3. *Deferral of Spaces.* The PD Director may defer a portion of the required parking through the zoning site plan review, provided:
   a. Documented evidence that the initial occupancy of the premises will be adequately served by the lesser number of spaces;
   b. The approved final zoning site plan clearly indicates the location, pattern, and circulation to access the deferred parking area; and
   c. The deferred parking area shall be brought to finished grade, have ground cover that eliminates dust and erosion, and shall not be used for building, storage, loading or other purposes.
   d. The approval of the zoning site plan shall specify a time, criteria, or occurrences where the PD Director may require construction of necessary parking.

D. **Shared Parking.** Required parking may be reduced for any site containing multiple uses, or for adjacent sites with different uses according to Table 7-4.

1. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues.

2. The parking is within 600 feet of the lot for industrial and manufacturing uses or district and 300 feet of the lot for office, business, commercial or residential uses or districts. All shared parking shall have ADA compliant pedestrian facilities between each shared lot and designated locations.

3. The agreement shall be approved by the PD Director and recorded for each participating property with the County Recorder. The agreement shall state that it cannot be changed or modified without the approval and signature of the PD Director.

4. An affidavit agreeing to compliance with all provisions of the shared parking agreement shall be signed by any business or property owner participating in the agreement, and submitted to the PD Director as an amendment to the agreement.

5. A shared agreement that differs from this table may also be approved based on a joint parking study for the sites and uses demonstrating adequate parking during peak hours for all parties to the agreement.

Table 7-4: Shared Parking

	Percentage of Required Parking by Time Period				
	Weekday		Weekend		All
Use	6 AM to 5 PM	5 PM to 1 AM	6 AM to 5 PM	5 PM to 1 AM	1 AM to 6AM
Retail or Service	75%	75%	100%	90%	5%
Restaurant	50%	100%	75%	100%	25%
Employment	100%	10%	5%	5%	5%
Entertainment & Recreation	30%	100%	75%	100%	5%
Place of Worship	5%	25%	100%	50%	5%
School	100%	10%	10%	10%	5%
Dwellings	25%	90%	50%	90%	100%
Lodging	50%	90%	75%	100%	100%

E. **Accessible Parking.** Accessible vehicle parking spaces shall be provided in accordance with the applicable building codes and the Americans with Disabilities Act (ADA) guidelines for quantity, design, and location.

F. **Bicycle Parking.** All nonresidential and multi-unit residential buildings shall provide bicycle parking spaces according to Table 7-5.

Table 7-5: Bicycle Parking

Activity	Required Bicycle Parking Spaces
Multi-unit Residential Buildings	▪ 1 bicycle parking space per 6 dwelling units with two or fewer bedrooms; 2 spaces per 6 dwelling units with 3 or more bedrooms, but no greater than 10% of the required parking ▪ Facilities where 75% or more of the units are designed for or occupied by persons 60 years or older shall provide 3% of the required vehicle parking
Recreation, community facilities, or schools	10% of the required vehicle parking, but at least 6 spaces

Retail or office uses	5% of the required spaces, but at least 4 spaces

Table 7-5: Bicycle Parking

Activity	*Required Spaces*
Other institutional, employment, industrial, or entertainment uses	3% of required spaces, but at least 4 spaces
Exempt locations	Areas exempt from required vehicle parking are not required to provide bicycle parking except any uses that are community destinations (museum, auditorium, convention halls) shall provide bicycle parking at a rate of 3% of the vehicle parking that would otherwise be required if not in an exempt location
Reduction or Waiver	For uses or site designs that are automobile oriented or unlikely to generate bicycle trips (i.e. car wash, furniture store, recycling center) or other contexts that are remote from any existing or planned bicycle infrastructure the PD Director may reduce or waive the bicycle parking requirement

1. Bicycle parking shall be designed according to the following standards:
   a. Bicycle parking areas shall generally have clear areas of 2 feet by 6 feet to maneuver and store the bicycle.
   b. A structure shall be securely anchored to the ground and usable for both U-locks and cable locks, and support a bike at two points of contact to prevent damage to wheels or frames.
   c. Bicycle parking spaces or areas shall be separated from vehicle parking or circulation areas by a physical barrier such as curbs, wheel stops, or bollards.
   d. Bicycle parking for nonresidential uses shall be located within 100 feet of the primary entrance unless the PD Director approves an alternative location based on the site design and overall vehicle, bicycle, and pedestrian circulation for the site.
   e. Bicycle parking for residential uses may be incorporated into storage areas within the units or common areas of the buildings.
   f. Residential bicycle parking or bicycle parking for longer terms such as employment locations should incorporate other secured and weather-proof elements into the design.
   g. Alternative standards and specifications based on recognized industry guidance or best practices for bicycle parking may be approved by the PD Director through zoning site plan review.

36-7.05 Parking Design

A. **Design Objectives.** The layout, location, and design of parking areas shall meet the following design objectives:

1. Locate parking and circulation in ways that minimize negative impacts on public streetscapes or adjacent sites.

2. Use landscape, building placement, and other site design strategies to improve the appearance and relationship of parking areas.

3. Incorporate sustainable practices into parking design to minimize runoff, decrease heat island effects, incorporate low-impact design features, and otherwise reduce environmental impacts.

4. Encourage smaller and dispersed parking areas to reduce visibility and impacts.

B. **Landscape Areas.** The landscape area standards in Table 7-6 apply to surface parking lots and are based on the size of the parking area (# of spaces) and the location of the parking area relative to the principal building (front, side, or rear). Where possible, landscape areas shall be multi-functional and designed to meet stormwater requirements for the site according to the City's Flood Control and Water Quality Protection Manual.

Table 7-6: Parking Lot Landscape

Spaces per Parking Block	*Front [1]*	*Side & Rear*
201 or more	▪ Prohibited – must be broken into smaller parking blocks	▪ 10' perimeter buffer; and ▪ 8% interior islands
101 or 200	▪ 20' front setback buffer ▪ 10' perimeter buffer ▪ 8% interior island	▪ 6' perimeter buffer ▪ 5% interior islands
30-100	▪ 10' front setback buffer ▪ 6' perimeter buffer ▪ 5% interior islands	▪ 6' perimeter buffer
Under 30	▪ 6' front setback buffer ▪ 6' perimeter buffer	▪ 6' perimeter buffer, except where abutting an alley

[1] Any surface parking lot for residential uses or nonresidential uses permitted in residential districts shall be behind the front building line or setback at least 30' from the front lot line, whichever is less.

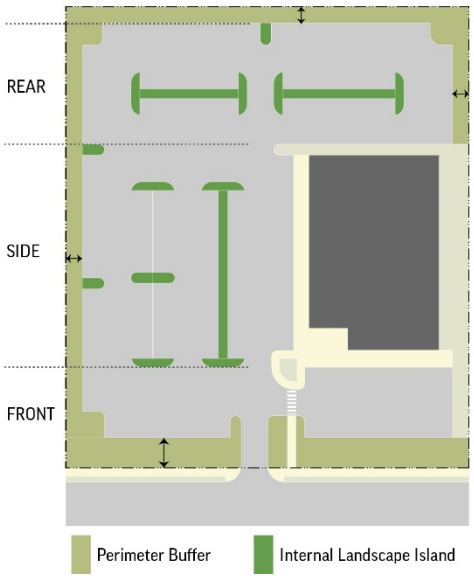


Figure 7-1 Parking Design
Design standards for parking, including buffer and landscape islands, depend on its location in relation to the building and streetscape, and on the size of the parking area. Table 7-6 is based on larger parking areas and parking in the frontage area requiring greater limits or landscape design mitigation than smaller parking areas or parking in the rear of buildings.

1. The landscape areas required by Table 7-6 shall be allocated as follows:
   a. The perimeter landscape areas shall be continuous, except for where driveways or sidewalks directly access the parking area.
   b. Perimeter landscape and interior islands shall be designed at regular intervals to break up larger expanses of pavement with green space, impervious surfaces, and ~~shade~~**overstory** trees.
   c. Interior landscape islands shall be either:
      (1) A peninsula extending from the perimeter landscape area at least 9 feet wide and the depth of adjacent parking spaces.
      (2) An end cap island at the required intervals that is at least 8 feet wide and at

least 280 square feet for one stall and at least 300 square feet for two stalls; or

(3) A continuous "center strip" between two opposing stalls along the entire parking bank that is at least 6 feet wide.

d. Perimeter areas and center strips that include a sidewalk shall meet both the sidewalk width and the landscape area width independently, with no landscape area being less than 6 feet wide.

e. Perimeter and interior landscape areas shall include plant materials meeting the requirements of Section 36-8.03 applicable to parking areas.

f. The use of Silva cells or structural soil technology that contains a mixed medium of rock, clay loam soil, and water absorbing polymer should be used around islands and peninsulas to increase the available soil volume and allow for overstory trees to be grown.

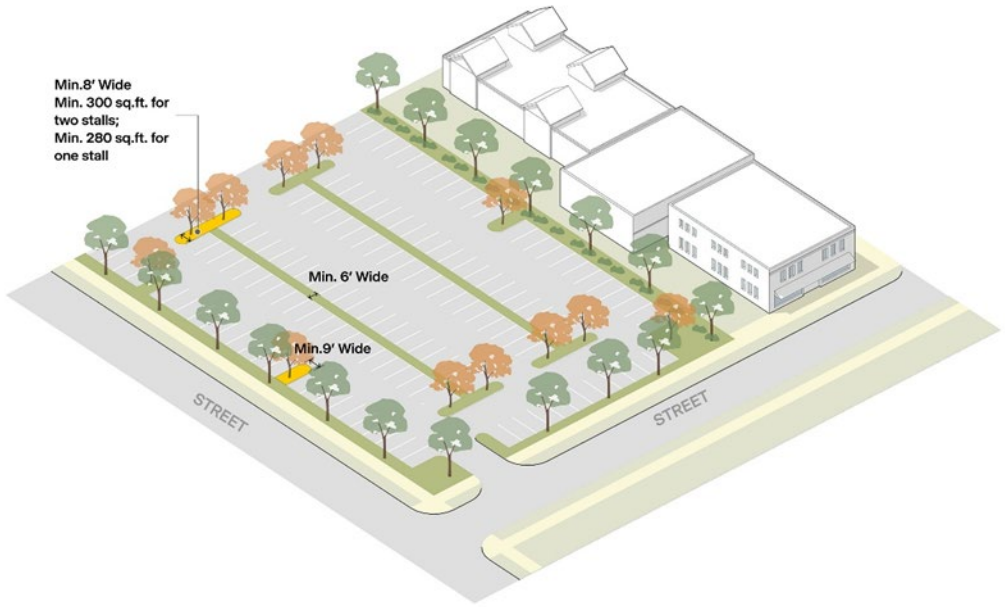


Figure 7-2 Parking Landscape
The required landscape elements should be located to break up the larger expanses of parking and to ensure the survival and maximum mitigating impact of planting in the landscape areas.

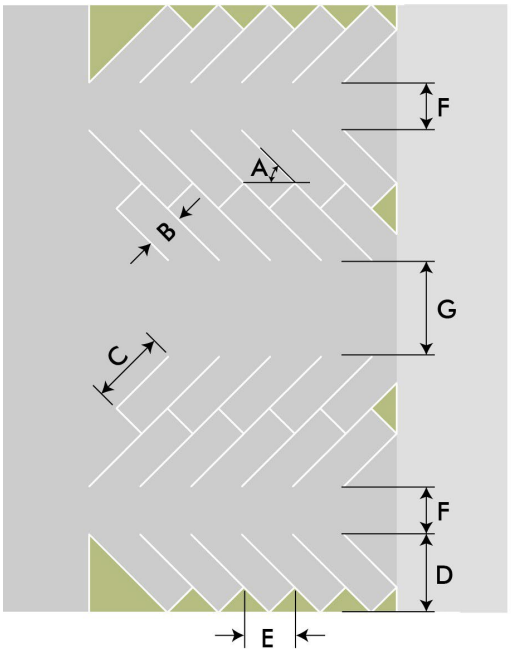
C. **Sidewalks.** In meeting the standards of Sections 36-7.03.D and 36-7.04.B, a sidewalk connection shall be provided from the perimeter of the parking lot to the building entrance or building frontage. For parking areas with over 200 spaces, a sidewalk connection shall be provided through the parking areas. Sidewalks meeting this standard may be located internal to the parking lot if separated from the surface parking, in perimeter landscape area or landscape median, or along internal access lanes.

D. **Parking Dimensions.** Parking areas shall be designed to meet the dimension specifications in Table 7-7.

Table 7-7: Parking Dimensions

Parking Angle Width (A)	Width (B)	Length (C)	Depth to Curb (D)	Curb Width (E)	Aisle Width – One-way (F)	Aisle Width – Two-way (G)	Bumper Overhang*
0°	7.0'	22'	7.0'	22'	12'	20'	n/a
30°	8.5'	20'	18'	17'	15'	20'	1.5'
45°	8.5'	20'	20'	12'	15'	20'	1.5'
60°	9.0'	19'	21'	10.5'	18'	24'	2.0'
90°	9.0'	18'	18'	9.0'	20'	24'	2.0'

*Amount of Depth to Curb dimension that may overhang landscape area, sidewalk, or wheel stop block. If overhanging sidewalk, this amount shall be added to the required minimum sidewalk width.



A: Parking Angle

B: Width

C: Length

D: Depth to Curb

E: Curb Width

F: Aisle Width -- One-way

G: Aisle Width -- Two-way

Figure 7-3 Parking Dimensions *Dimension standards of Table 7- 7, applied to typical parking layouts.*

E. **General Design Standards.**

1. All required parking shall be on-site except as specifically provided in this article for credits or shared parking sections. Additionally, the PD Director may allow for a portion of required parking off-site through a zoning site plan review subject to the following specific considerations:
   a. The parking is within 600 feet of the lot for industrial and manufacturing uses or district and 300 feet of the lot for office, business, commercial or residential uses or districts;
   b. It is in the same or comparable zoning district;
   c. The presence of the off-site lot does not negatively impact potential development on that lot or in the vicinity;
   d. There are no pedestrian barriers or other access constraints between the parking and use, and safe connections are provided between each; and
   e. An agreement demonstrating rights and control of the off-site property is provided.

2. No parking space shall be located where it backs into a street except:
   a. Residential parking in driveways accessing buildings and lots with six units or less; or
   b. On-street parking on public streets or private streetscapes according to the standards in Section 36-3.03.

3. Required parking areas shall be used solely for parking of vehicles in operating condition for patrons, occupants, or employees of the use, unless specifically authorized otherwise by provisions in this code.

4. Parking and access areas shall be designed and graded to adequately address drainage and runoff, including curb, gutters, inlets, pervious pavement, bioretention, and green infrastructure strategies approved by the PW Director to support stormwater control measures that minimize runoff and promote infiltration of storm water.

5. All driveway approaches in the right-of-way, from the street edge to the property line shall be concrete.

6. Vehicle parking, storage, maneuvering areas, and driveways on private property shall have an all-weather, hard surface that prevents the release of dust, mud, or silt, including asphalt or concrete. Acceptable surfaces include:
   a. Asphalt
   b. Concrete
   c. Pervious or permeable pavement with approval by the PW Director and subject to industry standards or performance specifications.
   d. Ribbon driveways consisting of two-wheel tracks may be acceptable for residential drives for access to less than three dwelling units.

F. **Loading Requirements.** In mixed-use, commercial, or industrial districts, off-street loading shall be required as indicated in Table 7-8.

1. The number and size of spaces may be revised based on the operating characteristics of the particular use and determined through zoning site plan review.

2. Loading areas shall be located on a remote portion of the building and site or internal to the block and buffered by other buildings, and are prohibited in any front or street side setback.

3. Loading areas and activities shall not interfere with the use of walkways, drive aisles, stacking areas, internal access lanes, or public streets, and shall be designed to avoid any backing from or onto a public street (except in the Center City district or as permitted in F.6).

4. Loading areas shall be graded for property drainage and provided with an all-weather, dust-free surface.

5. Loading shall be screened from public streets or adjacent residential areas in a manner that best limits visibility and mitigates noise, according to the buffer types and design standards in Section 36-8.04.

6. In any areas, projects, or zoning district designed to promote pedestrian activity, or for buildings and sites where more compact building and site design is required, alternate loading standards shall be permitted by the PD Director. Alternate loading standards may include sharing of loading spaces among multiple smaller tenants, using side streets, on-street parking, or alleys – particularly where there is sufficient space during off hours for loading or deliveries, or other similar strategies that avoid designing sites for large vehicle access.

Table 7-8: Loading Areas	
Gross Floor Area	***Required Loading Area and Size***
Under 10,000 s.f.	n/a; or may be shared per 7.04.F.6
10,001 – 25,000 s.f.	1 space; 10' x 25'
25,001 – 50,000 s.f.	2 spaces; at least one of which is increased to 10' x 50'
50,001 or more s.f.	3 spaces, plus 1 for every 50,000 s.f. over 100,000; at least two of which shall be increased to 10' x 50'

36-7.06 Modifications

The PD Director or the Planning and Zoning Commission may consider ~~alternative~~ **modifications to the** landscape and site design plans through the zoning site plan **modification** process in Article 2. In addition to the general zoning site plan criteria in Sections 36-2.03, any proposed alternative landscape and site design shall result in one or more of the following additional benefits:

A. The **modification**~~alternative~~ is based on evidence of similar uses in similar contexts or other industry standards that indicate the access and parking plan is sufficient due to any of the following:

1. The format of the use;
2. The extent of the project and the scale of the access and parking management or shared parking strategies (larger scales warranting more flexibility and smaller scales warranting less);
3. The likelihood that patrons or tenants have reduced car ownership or drive less;
4. The availability and practicality of walking, bicycling or transit access supporting the use; or
5. Other transportation demand management plans proposed by the applicant, including the ability for the plan to meet evolving needs through changes in uses, parking demand, and/or transportation habits.

B. The alternative results in better site arrangement considering proposed landscape and buildings, preserving existing landscape, or promoting better environmental performance of the site and buildings.

Article 8. Landscape & Site Design

36-8.01 Intent
36-8.02 Applicability
36-8.03 Required Landscape
36-8.04 Buffers & Screening
36-8.05 Plant Specifications
36-8.06 Tree Preservation and Protection
36-8.07 Outdoor Lighting
36-8.08 Modifications

36-8.01 Intent

The intent of this article is to:

A. Enhance the city's identity and sense of place by creating vibrant, well-designed streetscapes, civic spaces, and open spaces that reflect Springfield's character and aspirations.

B. Celebrate the uniqueness of Springfield's diverse neighborhoods by integrating intentional and context-sensitive landscape design that highlights distinct areas throughout the city.

C. Foster harmony and cohesion across developments by coordinating landscape and design elements with consistent and meaningful relationships between private lots and public frontages.

D. Elevate the quality and impact of development by integrating landscape designs that balance aesthetic appeal with environmental sustainability and social well-being.

E. Strengthen ecological resilience by enhancing the environmental function of unbuilt portions of sites, protecting existing natural features, and incorporating them as integral elements of development projects.

F. Mitigate the visual, auditory, and functional impacts of development through thoughtfully designed landscapes that prioritize screening, buffering, and enhancing site usability.

G. Promote the use of native and climate-adapted landscape to restore ecological balance, conserve resources, support biodiversity, and create resilient and regionally appropriate landscapes.

H. Integrate green infrastructure solutions into landscape design to manage stormwater sustainably, reduce urban heat islands, improve air and water quality, and create multifunctional spaces that contribute to climate resilience.

I. Preserve and strengthen the tree canopy throughout the city for the aesthetic, economic, ecosystem services, and environmental benefits it provides.

36-8.02 Applicability

A. **General Applicability.** The standards in this article shall apply to the following:

1. A building permit for a new principal structure;

2. A building permit for an existing principal structure that results in an increase **per section 36-1.06**~~of the gross floor area by more than 15% and more than 500 square feet~~;

~~3. A zoning site plan that increases the impervious area by more than 20%;~~

3. Any addition of parking to nonresidential uses or residential uses with 10 or more dwelling units;

4. Any change of use to a site or building that increases the activity or intensity of use on a site in a manner that could negatively impact adjacent property; or

5. Any new leased parcels or outlot development shall independently meet all landscape requirements as if it were a new stand-alone development.

B. **Applicability to Existing Buildings & Sites**. In cases where the landscape and site design standards apply to existing sites or buildings, the intent is to bring the site into full compliance with these standards. For infill and rehabilitation of existing sites, the PD Director may prorate the requirements to the extent of the site work, and reduce requirements where clear and documented physical constraints or existing infrastructure deem or make full compliance impractical. Standards shall be applied according to the following order of priority areas:

1. Streetscapes and frontage areas along public right-of-way;

2. Perimeter landscape and buffers;

3. Interior parking and site landscape;

4. Other lot open spaces.

The site shall be brought closer to compliance by meeting at least 50% of the required planting standard in the applicable portions of the site, and in no case shall the reduction be below the minimum necessary to address the documented constraint.

36-8.03 Required Landscape

A. **Design Objectives.** Landscape plans shall meet the following design objectives:

1. Frame important streets and emphasize gateways with thoughtfully placed street trees, massed plantings, and vertical elements that enhance the character of each district or corridor.

2. Provide comfort, spatial definition, and visual interest to outdoor spaces such as walkways, civic spaces, parks, trails, and plazas to support vibrant and active community gathering places.

3. Design landscapes to serve multiple purposes, including aesthetic appeal, screening, environmental enhancement, stormwater management, and recreational opportunities, promoting efficient and holistic site design.

4. Strategically locate plants and landscape features to improve resource and energy efficiency with arrangements that consider wind blocks, heat mitigation, water conservation, solar access, and other elements inherent to the site.

5. Prioritize storm water management and green infrastructure to prevent erosion through natural landscape elements that intercept, infiltrate, store, or convey precipitation and runoff.

6. Prioritize the protection and adaptive reuse of healthy, established plants, trees, and natural features that contribute to site functionality and ecological balance, minimizing unnecessary removal or replacement.

7. Use native and regionally adapted species to enhance biodiversity, provide habitat for local

wildlife, and create resilient landscapes that reflect the Ozarks Bioregion.

B. **Planting Requirements.** The required landscape shall be based on different elements of the site according to Table 8-1.

Table 8-1: Plant Requirements

Site Element	*Trees*	*Evergreen Trees*	*Shrubs*
Streetscape. *The landscape area in the ROW or along the lot line immediately abutting the right of way.*	1 overstory tree per 40' of lot frontage. [3]	n/a	n/a
	Corner lots shall meet this requirement on street side lot lines at a rate of 50% of the requirement.[2] Streetscapes with ~~c~~Constrained right-of-way or with overhead utilities~~streetscapes~~ may substitute one understory tree per 20' of lot frontage.		
Frontage & Foundation. *The area between the building line and ROW along a street, including street sides of corner lots.*	N/A for buildings setback 0'-10' AND 1 understory tree per 40' of lot frontage for buildings set back more than 10' from the front lot line~~;~~ [3] AND 1 overstory tree per 40' of lot frontage for buildings set back 30' or more from the front lot line [3]	Evergreen trees may be substituted for understory trees at a rate of one for one, and for overstory trees at a rate of two for one, for up to 50% of the requirement	1 shrub per 5' of building frontage for buildings setback more than 10' from the front lot line~~;~~ [2] 3 ornamental grasses may be substituted for 1 shrub up to 50% of the requirement [2]
	Corner lots shall meet this requirement on street side lot lines at a rate of 50% of the requirement [2]		
Parking. *Landscape areas on the perimeter or interior of parking.*	1 overstory tree per 10 parking spaces	Evergreen trees may be substituted for overstory trees at a rate of two for one, for up to 50% of the requirement	1 shrub per 10' of perimeter [1] Type I buffer for any parking area within 30' of a street or internal access lane~~street~~ (See Section 36-8.04) 3 ornamental grasses may be substituted for 1 shrub up to 50% of the requirement
	Understory trees may be substituted for overstory trees at a rate of two for one up to 50% of the requirement		
Buffers. *Areas of a site that require additional landscape to mitigate potential impacts on streetscape or adjacent property.*	See Section 36-8.04		
Civic and Open Spaces. *Areas of the site designed as part of a broader system of formal and natural open spaces.*	See Section 36-3.04		
Other.	All other unbuilt or unpaved areas of a site shall require a combination of ground cover, perennials, grasses, rock, mulch or other natural and permeable surfaces. Up to 20% of the landscape area may consist of inorganic (non-living) decorative material such as river rock, colored pea gravel, boulders, pavers, or similar natural material, provided it is designed and arranged in a way that can infiltrate runoff in association with planting areas and complements the landscape design. The use of rock inorganic material requires a raised concrete barrier or steel edging to keep stray rocks or gravel contained.		

[1] Parking lot perimeter shall be the linear edge of any parking area or driveway within 100' of a property line or internal access street where there is not a building in between the parking and the boundary.

[2] Detached houses and duplexes are exempt from this requirement.

[3] Detached houses and duplexes may meet the Streetscape and Frontage & Foundation planting requirements by planting one understory tree and one overstory tree per 40' of lot frontage.

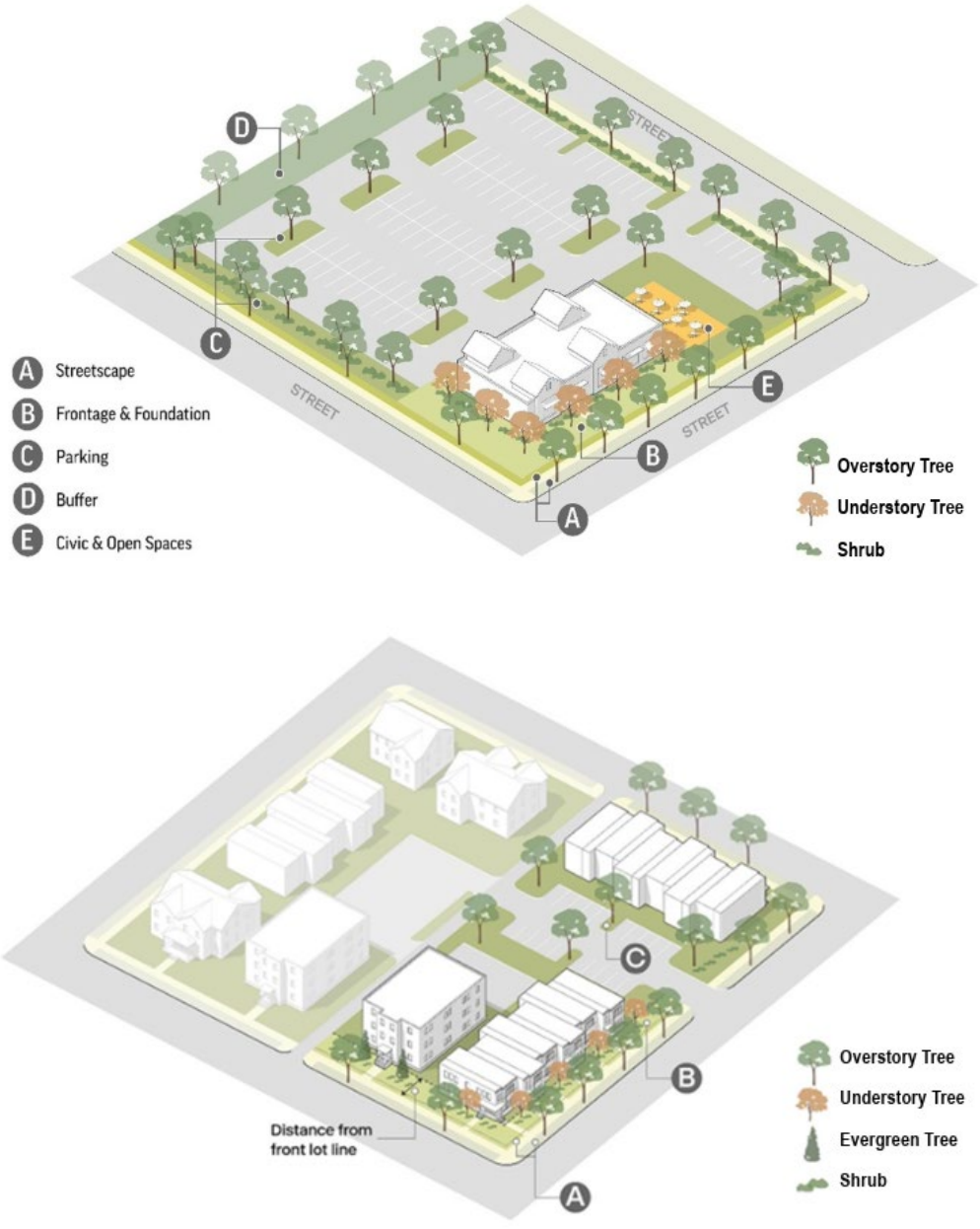


Figure 8-1 Landscape Design
The landscape requirements are allocated to different elements of the site and emphasize how different landscape standards and designs should be used to serve different functions on the site, including relating the streetscape, adding comfort and interest to active spaces, and or mitigating impacts on adjacent areas.

C. **Credits for Existing Vegetation.** Preservation of existing landscape material that is healthy and desirable species (as identified in Appendix A), or which equally or better meets the intent or design objective for landscape on a specific portion of the site, may count for landscape requirements provided measures are taken to ensure the survival through construction and all other location and design standards are met.

1. An inventory of all existing trees or significant woody vegetation including size, health, species, and any proposed for removal shall be provided by a Forester certified by the Society of American Foresters or an arborist certified by the International Society of Arboriculture.

2. Credits shall be based on:
   a. 1 for 1 basis provided it meets the minimum specifications for new plants
   b. 2 for 1 for any tree larger than 6" DBH
   c. 3 for 1 for any tree larger than 12" DBH

3. Trees or other existing landscape that contributes to the standard shall be identified on a landscape plan and the critical root zone shall be protected for the entirety of construction by a construction fence. Tree protection measures shall be based on applicable industry standards and best practices to ensure survival of the landscape.

4. Preservation of trees may provide a credit towards meeting the Water Quality Volume in accordance with the Flood Control and Water Quality Protection Manual.

5. Preservation of existing trees may also justify additional site or landscape design modifications subject to Sections 36-8.07, 36-7.06, and 36-2.03.C of this chapter.

D. **Design & Location.** The landscape required by Table 8-1 shall be arranged and designed to best achieve the design objectives of this section and intent of this article based on the context and adjacencies proposed on the site. Required plantings shall be planted in the following specific locations on the lot.

1. *Streetscape Trees.* Streetscape and frontage trees shall be located in line with other trees along the block to create a rhythm along the streetscape and promote enclosure of the tree canopy. Where streetscape tree standards are **adjusted**~~combined~~ with frontage and foundation requirements pursuant to subsection D.7, trees may be located anywhere within the approved **adjusted**~~combined~~ landscape area. In the absence of a clearly established line along the block, trees may be planted in the following locations in order of priority:
   a. Centered between the sidewalk and curb where at least an 8-foot-wide landscape area exists;
   b. In tree wells that are at least 4 feet in all directions and at least 24 square feet located within the sidewalk (applicable on wider attached sidewalks or pedestrian-oriented commercial or mixed-use streets);
   c. 5 to 10 feet from the back of curb where no sidewalk exists or from the sidewalk where the sidewalk is attached;
   d. Within the first 5 feet of the front lot line where any constraints on the lot or in the right-of-way would prevent other preferred locations; and
   e. Understory trees may be substituted for overstory street trees only in situations where no other alternative is available due to constraints of the site or right-of- way conditions. Understory trees should be used where trees are to be located within 10 feet of any overhead wires or in landscape areas between 4 and 6 feet wide.

2. *Frontage and Foundation Trees & Shrubs.* Foundation and frontage plantings shall be located in open spaces near the building or in planting beds associated with the design of any hardscape along the building frontage. Where landscape standards are **adjusted**~~combined~~ pursuant to subsection D.7, required trees and shrubs may be distributed throughout the **adjusted**~~combined~~ landscape area rather than meeting the specific distance requirements of this subsection.
   a. Understory and evergreen trees shall be located within 25 feet of the building.
   b. Shrubs and other plantings shall be located within 6 feet of the foundation.
   c. Where planting beds are used within hardscape around a foundation, they should

be at least 4 feet deep, at least 60 square feet, and concentrated along at least 50% of the building frontage.

d. Use larger and vertical landscape elements to frame entries, anchor the corners of buildings, or break up and soften large building elevations.

3. *Parking Lot Landscape.* Parking lot landscape requirements shall be planted in perimeter buffers and interior islands planned and designed according to Section 36-7.05.
   a. There shall be at least one overstory tree per 40 feet of parking lot perimeter, or one understory or evergreen tree per 25 feet of perimeter.
   b. Evergreen trees shall only be permitted on the non-street perimeter buffer of parking areas and not in parking islands or streetscape or front buffers.
   c. There shall be at least one tree per interior island. Interior islands over 360 square feet shall have one overstory tree or two understory trees per 360 square feet.
   d. Shrubs shall be located to define parking lot edges, screen parking from adjacent sites, or create barriers no taller than 3 feet along sidewalks, drive aisles, and internal access streets, ensuring clear visibility and maintaining sight line for pedestrians and vehicles.
   e. Any parking within ~~3~~**2**0 feet of the **public right-of-way or internal access lane**~~street with a public sidewalk~~ shall have a Type I buffer and any parking area within 10 feet of any other property line shall have a Type II buffer per Section 36-8.04.

4. *Stream Buffers.* Stream buffers and water quality stormwater control measures may be used for open space and/or bufferyards when they exist in the same location and are in conformity with open space and bufferyard standards, and Chapter 96 of the Springfield Code of Ordinances, stream buffer and water quality standards. In the event the minimum requirements of chapter 96 or the water quality standards for redevelopment sites in the Flood Control and Water Quality Protection Manual are otherwise infeasible on a proposed zoning site plan, the lot will be considered conforming if approved by the ARC using the following design requirements.
   a. For stream buffer standards only, the height of buildings may be increased above maximum height restrictions for the district provided it does not exceed any required bulk plane restriction or density requirement. Additional building square footage/floor area ~~is~~ allowed **for the extra**~~in~~ building height **must be directly proportional to the amount of land (square footage)** ~~in direct proportion to the area (square footage) that is~~ being used for the **required** stream buffer **area**, provided the height is not increased more than one story above the required height limit; or
   b. Off-street parking area may be reduced in direct proportion to the area that is being used for the stream buffer and/or water quality stormwater control measure for redevelopment, not to exceed a 20% reduction in required parking. For every 167 square feet area of stream buffer or water quality stormwater control measure, a reduction of one parking space will be allowed.

5. *Visibility at Intersections.* Screens, buffers, and landscape shall be located and designed to maintain proper lines of sight at all intersections of streets, alleys, driveways, and internal access streets as provided in Section 36-3.03.B.7.

6. *Specific Applicability.* Where landscape standards for different conditions or elements of a site overlap, or are **adjusted**~~combined~~ pursuant to subsection D.7 effective site and landscape design may enable the space and plants to count toward more than one requirement, based on the greater plant requirement applicable to that area. For example, a buffer area required by Section 36-8.04 may also contribute to a parking area perimeter requirement, or a parking area perimeter may also contribute to a streetscape requirement, where the design can satisfy the greater of both requirements. Approval shall be subject to the PD Director determining that the design objectives of this section and intent of this article are achieved.

7. ~~*Combined*~~ *Streetscape, Frontage, and Foundation Landscape* ***Minor Adjustments***.
   a. Intent. The **minor adjustment** ~~combined~~ landscape area is intended to provide a level of shade, visual interest, buffering, and pedestrian comfort that

is equivalent to that achieved on non-constrained sites, while allowing flexibility in plant placement and configuration.

b. Applicability. Where required streetscape, frontage, and foundation landscape standards cannot reasonably be accommodated as separate planting zones due to right-of-way constraints, utility conflicts, limited frontage depth, required sight distance, or redevelopment conditions, the required landscape may be **adjusted**~~combined~~ into a single frontage landscape area.

c. Tree Quantity. When **adjusted**~~combined~~, the total number of required trees shall equal the greater of either the required streetscape or frontage tree requirement found in Table 8-1.

d. Tree Type Flexibility. Overstory and understory trees may be mixed to respond to overhead utilities and available soil volume~~, provided that no less than 50 percent of required trees are canopy-forming trees, unless limited by utility constraints~~.

e. Location. Trees shall be located between the public right-of-way and the primary building or parking area to maintain a landscaped edge along the street.

f. Minimum Landscape Depth. The **adjusted**~~combined~~ landscape area shall have a minimum continuous depth of 6 feet, except where interrupted by approved access points.

g. Approval. **Adjustment**~~Combination~~ of landscape standards under this subsection shall be subject to approval by the PD Director, who shall determine that the design achieves the intent of this section.

E. **Stormwater.** Landscape features should be designed as multifunctional spaces that address both aesthetic and stormwater management goals while meeting applicable design standards for landscape and stormwater. Techniques such as bioretention areas, rain gardens, vegetated filter strips, and swales should be incorporated to slow, capture, and/or infiltrate runoff from impervious surfaces, including parking lots, streets, and civic spaces, enhancing environmental performance and site functionality.

36-8.04 Buffers & Screening

A. **Design Objectives.** Intense land uses or site elements shall be buffered and screened from streetscapes and adjacent property according to the following design objectives. These objectives shall be used in applying the buffer requirements in Table 8-2 and Table 8-3.

1. Mitigate impacts of parking lots or vehicle circulation near streets or property lines with landscape barriers and low-level headlight screening.

2. Buffer and screen commercial uses, parking lots, and service areas abutting residential property with a combination of dense vegetation or fences and walls.

3. Soften transitions where changes in development patterns, intensity of land uses, or building scale occur.

4. Screen service and utility areas of buildings and sites from adjacent property or streetscapes with architectural features, fences, or landscape that limits visibility or noise.

5. Create landscape clusters that soften long expanses of building walls, fences, surface parking, or other similar areas.

6. Use berms, vertical landscape, dense plantings, or other grade or spatial changes to alter views, subdue sound, and change the sense of proximity of incompatible elements.

7. Address three layers of landscape, including: overstory trees (high-level – 30'+); evergreen or understory trees (mid-level – 6' to 30'); and shrubs, annuals, perennials, and ground cover (low-level – under 6'), to directly mitigate the potential impacts and adjacencies.

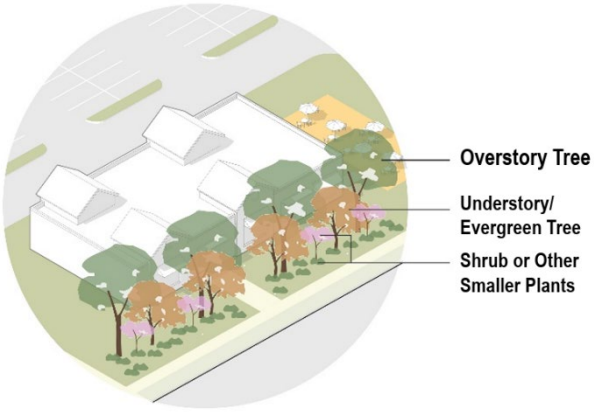


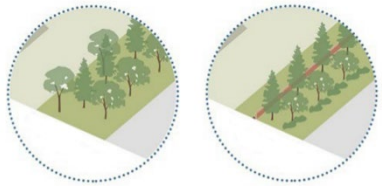
Figure 8-2 Buffer Layers
Effective buffer design should be based on the specific context, and the intent and degree of mitigation desired. Overstory trees provide separation and mitigation at upper levels, evergreen and understory trees provide separation and mitigation at mid-levels, and shrubs or other smaller plants provide separation and mitigation at ground levels. Different levels may receive different priorities based on the specific context, potential impacts, and adjacencies.

B. **Buffer Planting.** The planting requirements in Table 8-2 shall be used to buffer and screen more intense uses or elements of sites according to the design objectives of this section. The buffer width is independent of and may include any setback, parking perimeter buffer, or other open space requirement so that the larger requirement controls.

Table 8-2: Buffer Planting Requirements

Type and Applicability	*Buffer Planting Requirement*	
Type I – *A low-level screen and physical separation used for aesthetic purposes, particularly around site utility elements, walkways, or parking areas along pedestrian-oriented streetscapes.*	Width: 6' min. *Planting:* 1 overstory tree per 40' or 1 understory per 20'; and 1 shrub per 5' *Variation:* the shrub rate may be reduced by 50% in combination with the following: ▪ A ~~2.5' to~~ 4' decorative wall or **wooden** fence in constrained areas or along the streetscape; or ▪ 3' berm in areas that are at least 10' wide. ▪ Parking areas abutting public sidewalks that are at least 10' wide in the CC district, the buffer width may be reduced to 2', provided a ~~2.5' to~~ 4' decorative wall or **wooden** fence is used and the landscape is planted in tree wells within the parking area or right-of-way at required intervals.	 *Dense shrubs* *Decorative fence or wall* *Berm*
Type II *– A moderately planted area used to separate and soften transitions between more intense portions of sites between generally compatible land uses, or where buffers are necessary along collector or arterial streets.*	*Width:* 10' min. *Planting:* 1 overstory tree per 40'; 1 understory or evergreen tree per 25'; and 1 shrub per 10'; and Variation: The shrub and understory/evergreen tree rate may be reduced by 50% and the width reduced to 5' with the following: ▪ 6' high **wooden** fence with at least 50% opacity	 *Shrubs and evergreens* *6' fence or wall*
Type III *– A densely planted area intended to mitigate noise and create a visual screen for potentially incompatible land use adjacencies, or for large scale or intense uses along collector or arterial streets.*	*Width:* 20' min. *Planting:* 1 overstory tree per 40'; 1 understory or evergreen tree per 25'; 1 shrub per 10'; and *Variation*: the shrub and evergreen tree rate may be reduced by 50% in combination with the following: ▪ A 6' solid wall or **wooden** fence; or ▪ A 3' high berm and 4' high **wooden** fence with 50% opacity.	 *Separation and planting* *6' fence or wall* *Berm*

Table 8-2: Buffer Planting Requirements

Type and Applicability	*Buffer Planting Requirement*
Type IV - *A densely planted area intended to separate incompatible situations or high-intensity uses.*	*Width*: 40' min. *Planting:* 1 overstory tree per 40'; and 1 understory tree per 25'; and 1 evergreen tree per 15' *Variation:* The evergreen and understory tree requirement may be reduced by 50% where a combination of berms, fences, and/or shrubs accommodate the understory screening. The width may be decreased to 20' with a 25% increase in the plant rates. 

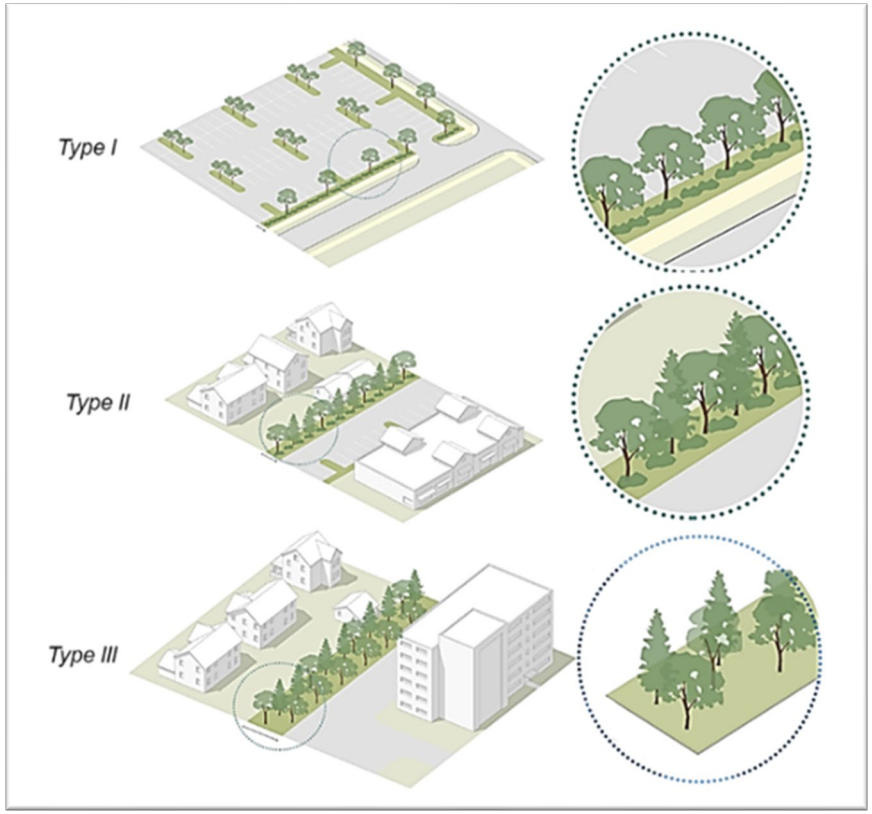


Figure 8-3 Buffer Types & Context
Application of the specific buffer type should be based on context and the adjacent site or projects.

C. **Buffer Locations.** Buffer types shall be required and applied as indicated in Table 8-3.

Table 8-3: Buffer Application

Intensity of Adjacent Site	Intensity of Proposed Development				
	Very Low	Low	Medium	High	Very High
Very Low	--	Type II~~–~~	Type II	Type III	Type IV
Low	--	--	Type II	Type III	Type IV
Medium	--	Type I~~I~~	--	Type II	Type III
High	--	Type I~~II~~	Type II	--	Type II
Very High	--	Type I~~V~~	Type III	Type II	--

Use Intensity	
Very Low	▪ Residential: Detached house and duplexes in R-SF, R-MX1, R-MHC zoned districts
Low	▪ Residential: ~~detached house;~~ multi-unit house; ~~townhouse;~~ and small-lot apartment types or R-MX2 zoned districts
Medium	▪ Residential: medium- and large-lot apartment; and ~~or~~ apartment complexes orR-MX3 zoned districts ▪ Nonresidential: churches, schools, or similar institutional uses; neighborhood retail (under 5,000~~K~~ s.f.); office uses (under 10,000 s.f.~~2 stories~~); artisan or small manufacturing (under 10,000~~K~~ s.f.); or similar uses that do not operate between 10PM and 7AM
High	▪ Nonresidential: ~~general~~ commercial uses that may be larger scale (over 5,000~~K~~ s.f.); light manufacturing; or other higher intensity uses that operate beyond 10PM
Very High	▪ Nonresidential: heavy commercial uses (over 10~~5~~0,000~~K~~ s.f.); or uses with significant outside activity or storage; or heavy industrial and manufacturing uses

Other Applications
▪ Parking areas within 20 feet of any public right-of-way~~street~~ or internal access lane~~street~~ shall have a Type I buffer ▪ Any parking area with 10 feet of any other property line shall have a Type II buffer per Section 36-8.04 ▪ Any lots that back up to or are adjacent to a collector or arterial street require a Type III buffer, which may be incorporated into the right-of-way landscape. ~~(See Sections 36-3.03 and 36-3.04 for better approach to design blocks and lots in association with street networks and open spaces, and not back to streets.)~~ ▪ Any lots adjacent to a highway or expressway shall require a Type IV buffer for residential and Type III buffer for nonresidential

When the adjacent property is vacant, the range of uses permitted within the zoning district of the vacant lot shall be used to determine the appropriate intensity for the buffer type.

D. **General Screening.** All of the following shall be screened from streets or adjacent property by placement of buildings, ~~open space,~~ dense evergreen hedge, a~~nd~~ landscape berm at least 3' high, a decorative opaque fence or wall complementing the architectural details and materials of the building, or a combination of these screening strategies. Where the design and placement of buildings, frontages, **plantings**~~open space~~, buffers, and other site requirements do not adequately screen these elements, the PD Director may require additional planting ~~to achieve the design objectives of this section~~.

1. Electrical and mechanical equipment such as transformers, air conditioners, or communication equipment and antennas whether ground-, wall- or roof-mounted.

2. Permanent or temporary outdoor storage areas.

3. Trash enclosures, and similar collection facilities for recycling or household goods.

4. Utility**-minor as defined, or any ground-mounted utility equipment that exceeds 36 inches in height, width, or depth**~~stations or fixtures~~. **Screening of utility infrastructure will be subject to clearance requirements.**

5. Delivery and vehicle service bays, except that bays do not need to be screened from adjacent property with the same or more intense zoning.

6. Any continuous blank wall greater than 50 feet in length or 500 square feet in area that is visible from public streets, public spaces, common areas, or other sensitive boundaries such as residential zones, parks, or civic spaces. These walls shall incorporate a buffer to mitigate the visual impact and ensure compatibility with surrounding environments.

7. Nonresidential parking or residential parking lots with over 10 spaces adjacent to residential lots.

E. **Fences & Walls.** Fences and walls for individual property shall be located according to Table 8- 4.

Table 8-4: Fence & Wall Standards

	Residential Uses	***Nonresidential Uses [1]~~Commercial & Industrial~~***
Front	**Fences at least 50% open, u**~~U~~p to 4' high	**Fences at least 50% open, u**~~U~~p to 4' high
Side & Rear	Up to 7~~6~~' if behind the front building line **and complies with sight distances per 36-3.03**	Up to 8' if behind the front building line **and complies with sight distances per 36-3.03**
Setbacks	All fences shall be at least 18 inches from any public sidewalk, except front fences meeting the front fence design standards may be built on the property line even if abutting a sidewalk.	
Generally	▪ **Decorative o**~~O~~rnamental enhancements such as a trellis or an arch associated with an entry or gateway may be up to 8' high. ▪ All fences or walls located in required yards and setbacks shall be designed so the most finished side faces out to the street or adjacent property. ▪ Fences or walls meeting required building setbacks can exceed the fence height limits, but may be limited by development standards, building codes, or other public health and safety standards.	

[1] Including Mix of Uses

1. *Materials.* All fences and walls shall be made of the following:
   a. Masonry, including brick, stone, integrally colored concrete, textured concrete, smooth or textured concrete masonry unit (CMU), stucco, or other similar material;
   b. Decorative metal, such as cast or wrought iron or other decorative metal;
   c. Chain link – steel; Aluminum or vin**y**~~a~~l clad except **that these type of fence materials are** prohibited **in**~~for~~ any front **yard**~~fence~~ in residential or commercial districts;
   d. Wood materials designed specifically for fencing purposes. Wood fence material shall meet EPA residential use standards;
   e. Vinyl, plastic, or composite fence products designed specifically for fencing purposes; or
   f. Steel or aluminum woven wire designed for fencing. Barbed or other sharp wire shall only be permitted to the side or rear of commercial and industrial fences and only if all portions of barbed wire are above 6 feet high.

2. *Sports & Recreation Fences*. Fences for sports and recreation facilities, or for any other similar public facility, may be up to 10 feet generally; or up to 14 feet for tennis, pickleball, or similar sport courts if at least 50% open above 7 feet high; and taller to serve the functional need for backstops or golf course protection.

3. *Sight Distances.* All fences, walls or screening shall be located out of the sight distances in Section 36-3.03.B.7, or otherwise limited to no more than 3 feet high in these areas.

4. *Drainage Easements.* No fence shall be constructed which could impede the flow of drainage waters. All fences must be installed in a manner that will not constrict the water flow planned for proper drainage of the lots in a subdivision.

36-8.05 Plant Specifications

A. **Design Objectives.** The plant specifications have the following design objectives:

1. Ensure the longevity and survival of landscape investments with proper species, location, installation, and maintenance of plants.

2. Promote regionally appropriate strategies, including limiting risk of disease or infestation through diversity of urban forest on an area- or city-wide basis, and to improve stormwater management and adaptation to local environmental conditions.

3. Establish minimum standards that balance immediate conditions with reasonable long- term growth and performance of landscape.

4. Utilize drought tolerant plants and landscape designs that conserve water and provide lower maintenance through different seasonal conditions.

5. Integrate native plants wherever practical to support local wildlife, enhance biodiversity, and contribute to the ecological integrity of the region.

B. **Species.** All trees and shrubs shall be selected and planted according to plant lists and industry guides administered by and available from the Department of Planning and Development and listed in Appendix A. In addition to any species on these lists, alternatives may be proposed and approved as part of the zoning site plan, provided they:

1. Are documented by a landscape architect or other credible information comparable in type and performance to any species on this list;

2. Are adaptable to the climate, region, and the specific conditions in which they are proposed;

3. Are not invasive or otherwise problematic to the overall health of the landscape; and

4. Are not listed in Appendix A as “Do Not Plant”.

C. **Plant Specifications.** All landscape materials shall meet the American Standards for Nursery Stock standards, and be selected for its native characteristics or survival in the climate and region. Plants shall meet the following specifications at planting:

Table 8-5: Plant Specifications

Type	*Specification*
Overstory Tree	1.5” caliper; Mature height of at least 30’; Deciduous tree
Understory Tree	1.0” caliper; 8’ minimum planting height for multi-stemmed; Mature height of 15’ – 30’; Deciduous tree
Evergreen Tree	6’ minimum planting height; Mature height of at least 10’. Evergreens with mature heights of 30’ or more may be classified as overstory, evergreen, or conifer trees.
Shrub	5-gallon minimum container or 18” minimum planting height; 36” minimum mature height
Ornamental Grass	**1-gallon minimum container or over 24” at mature height**
Ground Cover	Areas designed for vegetative cover shall have 50% ground cover at the time of planting and full coverage within two growing seasons.

General	At least 30% of plantings in any landscape project shall consist of plant species native to Missouri.

D. **Tree Diversity.** The required trees planted shall promote diversity with the following species selection criteria.

Table 8-6: Tree Diversity

Required Trees	*Diversity*
1 - 4	▪ No specific requirement, but trees should be diversified from existing trees in the vicinity.
5 - 10	▪ At least 2 genus ▪ No more than 50% of any one species
11 - 20	▪ At least 3 genus; and ▪ At least 4 species ▪ No more than 40% of any one species
21 or more	▪ At least 3 genus; and ▪ At least 5 species ▪ No more than 33% of any one species

*Street trees may be uniform species to implement a streetscape design or existing pattern on a block, and diversity should be achieved through variation of site trees or by street tree diversity on broader block scale through streetscape master plans.

E. **Planting & Maintenance.** All landscape plans shall include installation specifications, method of maintenance including a watering system and statement of maintenance methods. At a minimum landscape plans shall demonstrate the following:

1. No plants shall be planted over any area that has been compacted. All planting areas shall be excavated and filled with amended soils to a depth of at least 24 inches, or additional sufficient depth to reach existing soils and remove any impervious material, compacted soils, stones 1 inch or larger, or any other material harmful to plat growth.

2. All plant materials and planting areas shall be prepared and planted according to American National Standards Institute: Tree Care Standards and ensure proper soil quality and conditions.

3. All plantings shall be properly maintained. Plant materials which fail to grow within a two-year period or which exhibits evidence of insect pests, disease, and/or damage shall be appropriately treated, and any plant in danger of dying may be ordered by the PD Director to be removed and replaced.

4. The PD Director may defer planting for up to 9 months to account for seasonal conditions that make planting impractical and grant any conditional or temporary permits necessary to ensure planting occurs. **An escrow in the amount of the total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year.** The PD Director may approve substitutions of equal or better- performing species where a specific plant on an approved plan is not available in the region due to circumstances beyond the applicants control.

5. All elements of an approved landscape plan including plant materials shall be considered elements of the project in the same manner as parking, buildings or other details. Deficiencies of any approved landscape plan at any point may be enforced as a violation of the provisions of this ordinance.

6. **All required landscape plantings shall be installed during the appropriate planting seasons to ensure survival and proper establishment. Acceptable planting seasons**

include:

- Spring (March 1 through May 10); and
- Fall (September 15 through November 10)

Planting outside these periods shall be allowed only when an arborist notifies the Planning and Development Department and follows required care and best practices to support plant growth.

7. All trees, shrubs, and other required planting shall retain the original nursery-provided identification tags until initial landscape inspection is completed. Tags must remain visible and legible at the time of inspection.

8. All required plantings shall have a warranty for a minimum of 6 months following the date of initial inspection. A mandatory reinspection shall occur within this warranty period to confirm species, survival, and establishment.

36-8.06 Tree Preservation and Protection

A. **Design Objectives.** The tree protection standards in this section have the following design objectives:

1. To preserve the city's character by preventing indiscriminate removal or destruction of trees.
2. To improve property values through implementation and management of street trees, and through maintaining an acceptable tree canopy over all property.
3. To increase the environmental performance of streetscapes and site design, recognizing the air quality, stormwater filtering and infiltration, habitat maintenance, and energy reduction benefits provided by mature trees.
4. To enhance compatibility of different projects with established buffers that mitigate impacts of development or other natural ambient conditions.
5. To retain high priority trees and limit unnecessary tree removal on redeveloped or undeveloped sites.
6. To establish tree protection measures during development and reward tree protection efforts with flexible development standards.
7. To preserve exceptional trees that are unique, native, possess exceptional aesthetic value, or are otherwise considered a valuable community resource.

B. **Applicability**. The provisions of this section shall specifically apply to:

1. All public right-of-way or other municipal property, including parks, open spaces and municipal grounds.
2. All development that requires a landscape plan according to Section 36-8.02.
3. The following additional development activities:
   a. Any disturbance of more than 5,000 square feet of land;
   b. Any new residential structure that is built on a vacant lot and not zoned R-SF;
   c. Any clearing of existing trees with a Diameter at Breast Height of 4~~12~~ inches or greater, by any means where the clearing activity will cover an area of land of 5,000 square feet or greater; or
   d. Any activity requiring a land disturbance permit.

C. **Protected Trees.**

1. Trees are protected based on their size and location, as specified in Table 8-7 and Figure 8-4.
2. Protected trees require mitigation if removed.
3. Priority trees require special circumstances and approval to remove the tree and require additional mitigation if authorized to be removed.
4. Tree preservation shall be prioritized in site layout and design prior to consideration of tree removal or replacement
5. Removal of tree solely for the purpose of reducing mitigation or replacement obligations is prohibited.

Table 8-7: Protected Trees

Location	*Protected Tree*	*Mitigation If Removed*	*Priority Trees [1]*	*Mitigation If Removed*
Area 1: Street Trees	--	--	> 6" DBH	▪ 1 tree for every 6" DBH removed ▪ Maximum 4 to 1 replacement
Area 2: Frontage Trees	4" – 6" DBH	1 to 1 replacement	> 6" DBH	▪ 1 tree for every 6" DBH removed ▪ Maximum 3 to 1 replacement
Area 3: Lot Trees	64" – 20" DBH	1 to 1 replacement	> 20" DBH	▪ 1 tree for every 12" DBH removed ▪ Maximum 3 to 1 replacement
Area 4: Buildable Area Trees	6" – 30" DBH	1 to 1 replacement	> 30" DBH	▪ 1 tree for every 12" DBH removed ▪ Maximum 2 to 1 replacement
Any Area	--	--	Any Missouri State Champion Tree	▪ 1 tree for every 6" DBH removed ▪ Maximum 4 to 1 replacement

[1] Priority trees may only be removed as provided in Section 36-8.06.D.
DBH – Diameter at Breast Height

Area 1. "Street trees" includes any tree that is 6" DBH or more, and in the public right-of-way.

Area 2. "Frontage trees" includes any tree that is 4" DBH or more, on private property and within 20 feet of the front lot line.

Area 3. "Lot trees" includes any tree that is 6" DBH or more, on private property, but outside of the frontage or buildable area.

Area 4. "Buildable area trees" includes any tree that is 6" DBH or more, and in the buildable area determined by the zoning setbacks applicable to the principal building.

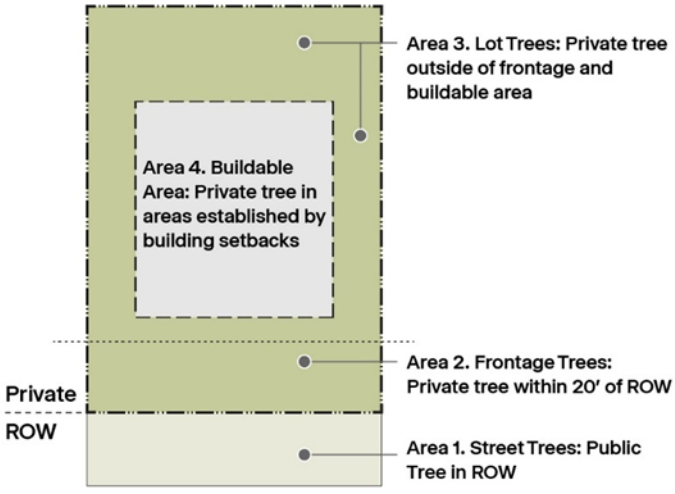


Figure 8-4 Tree Protection Areas *Tree protection provisions and required mitigation is based on the area of the lot and the size of trees in particular areas.*

D. **Exceptions – Authorizations for Removal.** The PD Director may consider an exception to remove a tree prohibited from removal under Section 36-8.06.C only upon a written request indicating the specific tree and documentation establishing justification for removal. The PD Director may grant the exception for the following reasons:

1. The tree is dead by natural or environmental causes;

2. The tree is diseased or dying, and constitutes a threat to healthy trees, property, or public safety; or

3. Removal of the tree is necessary for construction, development or redevelopment under the following criteria:
   a. All reasonable efforts have been made to avoid removing the tree through comparable alternative designs;
   b. The presence of the tree places an undue financial burden on the property owner or applicant; and
   c. No other reasonable accommodations, including adjustments to the otherwise allowable building footprint can be made to preserve the tree.

4. Emergency situations such as storm damage, emergency access or other safety measures make it necessary to remove or alter the tree. In such cases, no permit or authorization is needed at the time of the occurrence, but a permit and any necessary mitigation shall be processed after the emergency situation is addressed.

5. The tree is an invasive or undesirable species or is identified on the Do Not Plant list found in Appendix A **and the User's Manual**. These trees are not protected and should be removed from all sites, whether through development or property maintenance. No mitigation or specific authorization is required for their removal.

E. **Tree Inventory and Canopy Assessment.**

1. *Tree Identification Required.* Prior to site disturbance, applicants shall identify existing tree resources using one of the following methods, as approved by the PD Director:

   a. *Tree Inventory.* For sites with limited tree cover, a visual inventory identifying the approximate number, size, and location of protected trees may be submitted.

   b. *Canopy Coverage Assessment.* For heavily treed or wooded sites, a canopy coverage assessment may be used in lieu of a tree-by-tree inventory for purposes of calculating mitigation and replacement requirements.

   c. *Aerial Imagery Standards.*
      (1) Canopy coverage shall be calculated using aerial imagery dated no earlier than 5 years prior to the date of application.
      (2) Imagery shall pre-date submission of the current development application.
      (3) The PD Director may establish administrative guidance identifying acceptable imagery sources and methodologies.

F. **Tree Mitigation and Replacement Calculation.**

1. *Canopy Equivalency Standard.* For purposes of calculating required replacement, one (1) replacement tree shall be equivalent to 400 square feet of tree canopy.

2. *Replacement Formula.* Required replacement trees shall be calculated by dividing the total canopy area removed by 400 square feet.

3. *Rounding.* Fractions shall be rounded up to the nearest whole tree.

4. *Relationship to Table 8-7.* Table 8-7 shall continue to apply to individual protected and priority

trees. For projects involving substantial tree removal or wooded sites, the PD Director may require use of the canopy-based method to ensure proportional and predictable mitigation.

5. *Maximum Replacement Requirement.*
   a. The total number of required replacement trees shall not exceed 20 trees per acre of site area.
   b. Where calculated replacement requirements exceed this maximum, the required number shall be reduced to the capped amount.
   c. The cap shall apply regardless of whether replacement trees are planted on-site or satisfied through alternative compliance.

6. *Tree Replacement Methods.* On-site replacement. Required replacement trees shall be planted on-site where sufficient area exists to support healthy tree growth.

7. *Alternative or Phased Planting.* The PD Director may approve alternative or phased planting approaches where site constraints limit full on-site replacement. Compliance with the intent of this section shall be verified through the zoning site plan procedure.

8. *Fee-in-Lieu of Tree Replacement (Reserved).*

G. **Protection Measures.** All trees that are prohibited from removal and any other tree that will remain on site according to the Tree Protection and Removal Plan shall be protected by the following measures.

1. *Tree Protection and Removal Plan*. A tree protection and removal plan shall be provided for all applicable projects where:
   a. The property has a tree protected by Section 36-8.06.C;
   b. As part of a landscape plan associated with development, where existing trees will be retained and protected to meet landscape requirements; and
   c. Any trees are proposed to be removed as part of a building permit or associated with grading or demolition.

   The tree protection and removal plan shall show all existing trees sizes and species, identify trees proposed for removal and trees to be retained, and include locations of protection fences and other protection measures required by this section.

2. *Fences.* Protective/temporary fences shall be required for all trees noted to remain on the tree protection and removal plan, or are otherwise not authorized for removal. This is to prevent infringement on the root system from any construction-related activities and shall be installed according to Table 8-8.

Table 8-8: Protective Fencing

Tree Size	*Fenced Area (lessor of)*	
> 30" DBH	20' from center of tree	Fencing protecting 100% of the drip line on all sides of the tree
20" – 30" DBH	15' from center of tree	
< 20" DBH	10' from center of tree	
	All required protective / temporary fencing shall be at least 4' high	

   a. Fences shall be a snow fence, chain-link fence, orange vinyl construction fence, or other similar fencing.
   b. Fenced areas shall exclude any preexisting structures, foundations, slabs, roadways, sidewalks, and driveways. The fence shall be installed along the edge of the driveways/roadways encompassing the tree to restrict access from the street side.

c. All fences shall appear on construction documents and be installed prior to any other construction-related activity.
d. The fence shall remain in place at all times until all other construction-related activity has been completed or final grade achieved.
e. As part of a permit or review of a tree protection and removal plan, the City may determine that areas of the site removed from construction activity and where damage to roots is not likely may not need protective fences.

3. *Prohibited Activities.* Except for work that is necessary related to utility lines or activity that merely disrupts the surface of the ground, the following activities are prohibited in relation to the protected fences around root zones of all trees.
a. No materials for construction or waste accumulated due to excavation, demolition, or construction shall be placed under the canopy.
b. No equipment shall be cleaned or other materials or liquids deposited or allowed to flow over land within the limits of the canopy, including paint, old solvents, asphalt, concrete, mortar, or similar materials.
c. No signs, wires or other attachments other than those of lightning protection or structural support shall be attached to any tree.
d. No vehicular and/or construction equipment traffic or parking shall take place within the limits of the protective fencing.
e. No grade changes (cut or fill) shall be allowed within the limits of the drip line.
f. New paving with asphalt, concrete, or other impervious materials shall be avoided within the limits of the drip line or otherwise protected root zone, and no new work shall be permitted in a manner which may be expected to severely damage or kill a tree.
g. No other act by which soil is removed and land changed that may result in the movement of sediments, and may include tilling, clearing, excavation, or removal of vegetation that may cause unmanaged stormwater runoff and drainage in the direct path of the drip line.

H. **Violation and Enforcement**. Removal, damage or impairment of any protected tree, except as provided in this section, is a violation of this ordinance, enforceable as provided in Section 36-1.07 and each tree shall be considered a separate incident. Any fines and penalties shall be in addition to the mitigation measures required in sub-section C for removal of protected trees.

36-8.07 Outdoor Lighting

A. **Design Objectives.** Outdoor lighting of sites and buildings shall meet the following design objectives:

1. Provide safety and security in publicly accessible areas.

2. Create comfort and atmosphere with softer and warmer lighting in gathering spaces, social places, and pedestrian-oriented areas and streetscapes.

3. Limit backlight, uplight, glare, or other impacts that outdoor lighting could have on adjacent sites.

4. Accent the architectural features of buildings, gateways, or other portions of sites visible from the streetscape or other public spaces.

5. Design the appropriate scale, location, and type of light fixtures considering pedestrian- oriented or vehicle-oriented portions of sites, and the context and character of distinct areas.

6. Reduce light pollution and comply with the “dark sky” principles for responsible outdoor lighting, including useful, targeted, controlled, low-level, and color-appropriate lighting.

7. Develop energy efficient lighting strategies in balance with other site lighting objectives.

B. **Mounting Height.** All exterior lighting shall be limited to the mounting heights specified in the following

table:

Table 8-9: Maximum Light Mounting Height	
Driveways and Parking Areas	▪ 20' in residential districts; ▪ ~~2~~05' within 100' of a residential use or residentially zoned property or within 25' of any street; ~~and~~ ▪ 35' in all other districts or situations ▪ The maximum permitted average illumination at any point along the perimeter of the property ~~of all parking area~~ is 5 footcandles~~.~~
Pedestrian Walkways, Plazas or Courtyards, and Pedestrian-oriented Streetscapes	16'
Facade Lights	Below the eave or cornice line, provided the light is directed downward or otherwise designed and located to limit up-lighting beyond the facade
Other Site Lighting	▪ 12' nonresidential; and ▪ 7' residential
Building Mounted Security Lights	May be mounted at heights required to provide adequate security provided all efforts be made to mitigate off-site impacts including dimmers, timers, sensors, shields or other technology
General	Light poles shall be setback from adjacent property at least 1/3 of the height.

C. **Shielding.** All exterior fixtures shall be shielded and installed so that the direct illumination shall be confined to the property boundaries of the source and use shields according to Table 8-10.

Table 8-10: Required Shielding			
Wattage or Mounting Height	***Shield Type***		
	Full Cutoff [a]	***Cutoff*** [b]	***Semi-cutoff*** [c]
Lights mounted above 25'; or Lights above 5,000 lumens	Required	Prohibited	Prohibited
Lights between 2,400 and 5,000 lumens and mounted below 25'.	Permitted	Required	Prohibited
Lights below 2,400 lumens and mounted between 12' and 25'	All shielding types permitted		
Lights below 2,400 lumens and mounted less than 12'	No shielding required		
Decorative lighting below 200 lumens at any height	No shielding required		

a Full cutoff fixtures emit 0% of its light above 90 degrees and 10% above 80% from horizontal.

b Cutoff fixtures emit no more than 2.5% of its light above 90 degrees and 10% of its light above 80% from horizontal.

c Semi-cutoff fixtures emit no more than 5% of its light above 90% and 20% of its light above 80 degrees.

D. **Design & Performance Standards.** In addition to the height and location standards, exterior site lighting shall meet the following performance standards:

1. Light locations, illumination levels, and fixtures shall be designed to minimize backlighting, uplighting, and glare.

2. Light levels at the perimeter of property shall not exceed:
   a. 0.3 footcandle in or abutting residential zoning districts for lights less than 15 feet high;
   b. 0.5 footcandle in or abutting residential zoning districts for all other lights; and
   c. 1.0 footcandle along any other property boundary.

3. All outdoor lighting shall have a correlated color temperature (CCT) of no more than 3,000K to minimize blue light emission glare.

4. The style of light standards and fixtures shall be consistent with the style and

character of architecture proposed on the site and building.

5. Lighting shall be designed to meet the functional and security needs of the site, without adversely affecting adjacent properties. Performance and operational characteristics such as dimming interfaces or timers that reduce lights to minimal security levels for off hours should be used.

6. No lighting shall be permitted in required buffer in Section 36-8.04, except if the buffer yard includes a publicly accessible sidewalk or trail.

7. Lighting plans shall demonstrate compliance with industry standards and guidelines for environmental and energy performance, including the fixture types, light source, and energy source.

8. A photometric plan prepared by a qualified professional may be required by the PD Director for large-scale uses or where certain compatibility and adjacency issues exist because of anticipated lighting.

E. **Exemptions.** The following are exempt from the specific lighting specifications and standards, but still may be subject to general landscape and sight design standards or other conditions and industry standards to mitigate impacts as much as practical:

1. Outdoor recreational uses;

2. Emergency warning or automated security lighting that is only activated during specific events; and

3. Temporary holiday lights.

36-8.08 Modifications

A. **Alternative Landscapes.** The PD Director or the Planning and Zoning Commission may consider alternative landscape and site design plans through the zoning site plan **modification** process in Article 2. In addition to the general zoning site plan criteria in Section 36-2.03, any proposed alternative landscape and site design shall result in one or more of the following additional benefits:

1. Better allocation of plants in relation to the following areas in order of priority of design objectives:
   a. Mitigating any off-site impacts on adjacent property due to higher intensity activities
   b. Relationship to streetscapes and abutting civic or open spaces.
   c. Enhancements to active or social spaces within the site.

2. Preserve existing, established, healthy and desirable landscape and improve the environmental performance of the site.

3. Improve the longevity, survival, health, or general species mix of plant materials specific to the context and vicinity of the site.

4. Lighting results in better compliance with industry standards and guidelines of the Illuminating Engineering Society and Dark Sky International (IES / IDA).

Article 9. Signs

36-9.01 Intent
36-9.02 Applicability
36-9.03 Exempt Signs
36-9.04 Permitted Sign Allowance
36-9.05 Standards for General Sign Types
36-9.06 Standards for Specific Sign Types
36-9.07 General Standards - All Signs
36-9.08 Design Guidelines
36-9.09 Alternative Sign Plans

36-9.01 Intent

The intent of this article is to:

A. Create an attractive aesthetic environment in the city.

B. Enhance the quality and civic design of the community through the visual priority of buildings, streetscapes, open spaces, scenic views, landscapes, and other investments in the public realm and civic assets of the city.

C. Improve economic viability by assuring that the city is a visually pleasant place to visit, conduct business, and live.

D. Provide effective identification and communication for businesses, institutions, and other community destinations without excessive competition for visual attention.

E. Ensure that signs and graphics maintain the unique character of distinct places and districts.

F. Encourage creativity or flexibility in sign design that improves quality, uniqueness, or aesthetic characteristics of the area, as opposed to simply calling greater attention to one particular use or site.

G. Protect property values and investments by minimizing adverse effects from signs on adjacent property and public spaces.

H. Promote safety for pedestrians, bicyclists, motorists, or other users of the public rights-of-way with proper design, location, construction, operation, and maintenance of signs.

I. Ensure that the constitutionally guaranteed right of free speech is protected through appropriate and reasonable standards for signs as a way of public communication.

36-9.02 Applicability

A. **Permits Required.** A permit is required for all new signs or changes to existing signs, except:

1. Signs exempt from the permit under Section 36-9.03, subject to the limits and qualifications of each exemption.

2. Modifications of nonconforming signs subject to the provisions of Section 36-1.06.

3. Ordinary maintenance or repair of existing signs not involving structural changes.

4. The change of copy or content, change of sign panels, or similar changes to an existing sign that conforms to these standards.

5. Signs, including exempt signs, may require other permits demonstrating compliance with other codes such as building codes or electrical codes, as determined by the BDS Director.

B. **Applications.** Application for sign permits shall be signed by the property owner or the owner's authorized agent, and include plans, specifications, and details that identify compliance with the applicable standards. Plans shall include:

1. Calculations of sign allowances for specific sign types based on the lot or building dimensions.

2. A zoning site plan and building elevations showing specific locations of all permitted signs.

3. Sign designs with the dimension, type, materials, and other specifications for each sign and a schedule showing the totals for all signs within each sign type compared to allowances.

4. Other construction specifications including associated foundations, attachment methods, or electrical work necessary to demonstrate compliance with other applicable codes.

C. **Sign Measurements.** Sign dimensions shall be interpreted as follows:

1. *Area Calculation*. The total sign allowance and individual size of any sign shall be calculated as follows:
   a. The area of the sign shall be computed by the area of the face of the smallest geometric shape enclosing the sign face. Bases or supporting structures that include no message, and decorative frames may be excluded from the sign area calculation.
   b. Building signs mounted within a frame, panel, or distinct background shall include the entire frame, panel, or background areas.
   c. Building sign mounted directly on the wall, window, or otherwise not on a background or panel shall be measured by the smallest single and continuous perimeter of up to two standard geometric shapes that enclose the outer limits of the copy and graphics display. Gaps between the copy or graphic display which are greater than two times the height of the sign area may be subtracted from the calculation of the sign area, but it shall be interpreted as two signs.
   d. Signs mounted on or displayed as an irregular shape shall be measured by the smallest area of up to two standard geometrical shapes that can encompass the entire sign mounting.
   e. Signs mounted on illuminated objects and surfaces shall count the entire illuminated surface as the sign area. Examples include lit canopies or awnings, or digital or illuminated projections on a wall surface.

2. *Double-faced Signs.* Where the interior angle between two sign faces of a double-faced sign is no more than 45 degrees and the sign faces are no more than 5 feet apart at any location, only one face will be measured in computing sign area. If the two faces of a double-faced sign are of unequal area, the area of the sign will be the area of the larger face. In all other cases, the areas of all faces of a multi-faced sign shall be 50% of the sum of all sign faces.

3. *Three-dimensional Objects*. A three-dimensional object or other non-planer sign area is measured as 50% of the sum of four vertical and rectangular planes that enclose the entire object.

4. *Height.* Sign height is measured from the existing lowest grade directly below the sign to the highest point on the sign or sign structure. Decorative elements up to 1 foot above the sign may be excluded from the height. The average grade below the sign may be used; however, if the grade differs by more than 15 feet height shall be measured from 10 feet above the low point. Exit and entrance ramps from a freeway or expressway are part of a freeway or expressway. For purposes of determining the sign height the

elevation of the right-of-way line nearest the sign shall be used.

5. *Clearance.* Sign clearance is measured from the highest point of the ground directly below the sign to the lowest point on the sign structure enclosing the sign face.

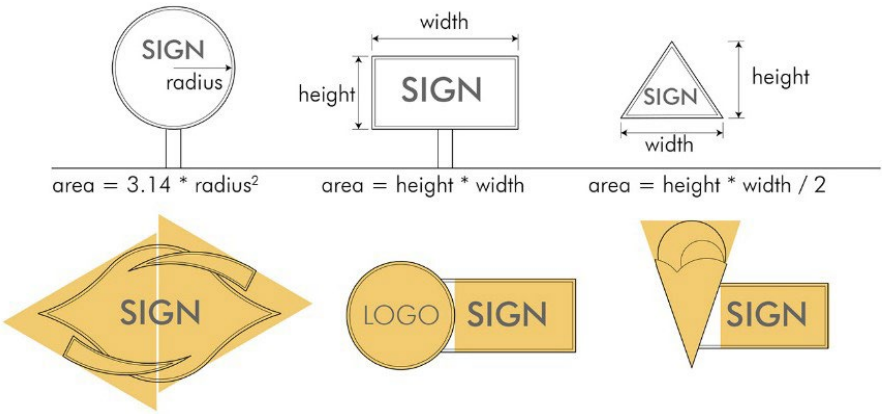


Figure 9-1 Sign Measurements *The size of a sign is generally measured by the area it is mounted upon, or when mounted directly on walls or irregular shapes, the area of up to two standard geometric shapes that encompass the sign or the outer limits of the sign. [36-9.02.C.1.]*

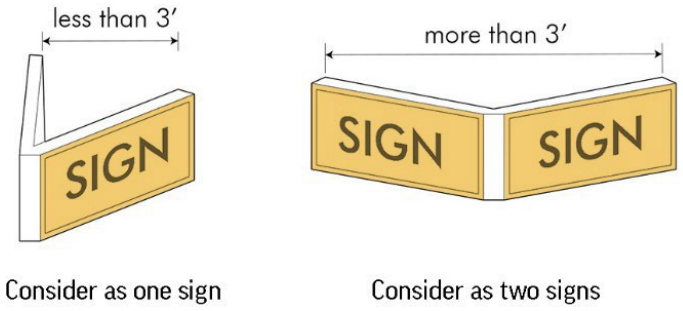


Figure 9-2 Double Faced Signs *Double faced signs generally count the area of only one side as the sign area; except where they are more than 3 feet apart at any one point, then each sign face counts to the area. [36-9.02.C.2.]*

36-9.03 Exempt Signs

The following signs are exempt from a permit provided they meet all other applicable requirements of this article. Unless specifically noted, exempt signs do not count towards the sign allowance specified for the applicable zoning district. Any signs beyond these exemptions and limitations shall only be allowed by a permit and count towards the sign allowance for the lot and building.

A. **Property Identification Signs.** Signs identifying a property address or building are encouraged to help public safety personnel, emergency services personnel, and the general public locate the property. Property identification signs shall be visible from the right-of-way and are subject to the following limitations:

1. *Address Signs.* Two per address up to 2 square feet each, only one of which may be ground mounted. Address signs on buildings shall be placed between 4 feet and 12 feet high on the building. Ground-mounted address signs shall be no more than 36 inches high.

2. *Building Name Plate.* Each building or site may have one name plate sign of up to 20 square feet per street. Building name plate signs shall be associated with the permanence or significance of the building or site, rather than a particular tenant, and include designs such as engraved stone, bronze plates, or similar ornamental detail integrated with the architecture of the building or the landscape of the site.

B. **Public Safety, Traffic Control or Public Information.** Signs designed and located to control traffic movement and safety of vehicles and pedestrians according to Manual of Uniform Traffic Control Devices (MUTCD) standards, signs required by the city's building or fire code, or signs otherwise required to support any official action or legal obligation of a federal, state, or local government, may be designed and located to meet the public purpose of the official entity or the requirements of other codes.

C. **Flags**. Flags shall be mounted to a building below the building height or mounted on a permanent pole subject to the height limit of the zoning district and setback from the property line a distance equal to the actual height of the flagpole. No flagpole may be placed in any easement or within a distance to an easement equal to the height of the flagpole without the permission of the easement owner.

1. *Residential Districts.* Up to three flags may be permitted per lot. Total flag area per property shall not exceed 80 square feet and no single flag may be more than 40 square feet.

2. *Nonresidential Districts.* Up to five flags may be permitted per lot. Total flag area per property shall not exceed 200 square feet and no single flag may be more than 100 square feet.

3. *Large Properties*. Property over 3 acres may have one flag up to 375 square feet provided it is setback at least 40 feet, or at least equal to the mounting height, whichever is greater.

D. **Window Signs.** Signs may be installed on or to the exterior and interior of any first-floor windows in nonresidential districts if they do not exceed more than 33% of the area of all first floor windows, measured between 2 feet and 10 feet above the first floor elevation, and if at least 33% of the window the sign is mounted on remains clear of any visual obstructions including the sign area.

E. **Temporary Signs**. Temporary signs are exempt from the sign permit process, provided they are within the allowances in Section 36-9.04 and comply with the standards in Section 36-9.05.D.

F. **Construction Signs.** Signs associated with a nonresidential or multi-family construction, or any construction project over 10 acres, and under a valid permit are limited to:

1. Up to 80 square feet total sign allowance per public street frontage;

2. No more than three signs per street frontage;

3. Signs shall be mounted on a trailer, building or fence, or no more than 10 feet high if mounted on the ground; and

4. The signs shall only be posted for the duration of a valid permit associated with the project.

These signs are in addition to any other temporary sign allowances in Section 36-9.05.D.

G. **Interior Signs.** Any sign that is not legible from the right-of-way, from any point along the perimeter of the property or from adjacent property, or from publicly accessible common spaces are exempt from permits and the standards of this article, but may be subject to electrical, fire, or building codes or other construction specifications. The sign shall be considered legible if the sign content exceeds one inch per 30 feet of distance from the right-of-way, adjacent area, or publicly accessible common space.

H. **Machinery & Equipment Signs.** Accessory signs necessary to devise function or safety on machinery or equipment, such as on gasoline pumps or vending machines. Devices or signs may not be enlarged beyond practical purposes to increase the sign area or visibility of the devices.

I. **Special Event Signs**. Temporary special event signs may be approved through permitting and approvals for special events. Signs shall generally follow the standards in this article; however, the deviations may be approved to accommodate an event's short-term and special circumstances.

J. **Venue Signs.** Signs associated with and accessory to a public or common gathering space for events, and which are oriented only towards patrons of the event, such as scoreboards, institutional logos, crowd instructions, or event-related messages are exempt from the permits and standards provided they are accessory to the facility and any structures the signs are mounted on are approved as part of a zoning site plan for the facility.

36-9.04 Permitted Sign Allowances

A. **Residential Signs.** The following signs are permitted in residential districts (R-SF, R-MX1, R-MX2, R-MX3, and R-MHC), and for any residential building or use permitted in a nonresidential district. All planned zoning applications containing a residential component shall follow these standards, unless specifically amended by the approved regulating plan in Section 36-2.06.

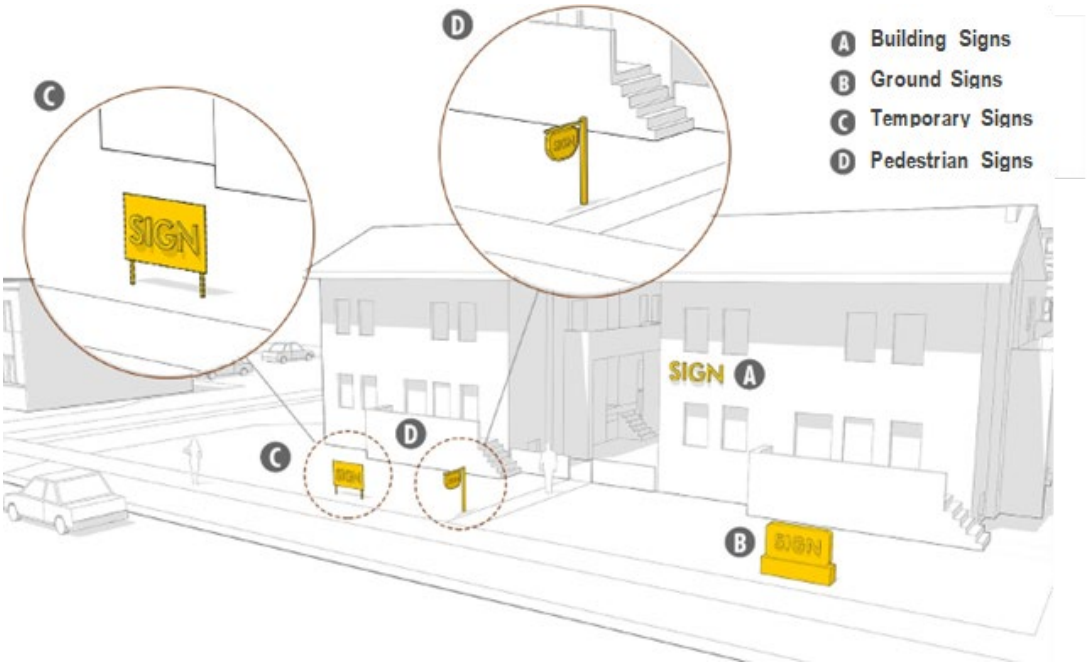


Figure 9-3 Residential Sign Types

Table 9-1: Residential Sign Allowances	
Ground Signs	
Total Allowance	▪ Permitted for principal non-residential or multi-unit residential buildings ▪ 1 s.f. / lineal foot of street frontage
Maximum Size	▪ 100 s.f. on local and collector streets ▪ 200 s.f. on secondary arterial streets ▪ 250 s.f. on primary arterial streets, freeways, or expressways
Quantity	1 / lot, but lots with more than 425' of frontage may have 2
Maximum Height	25'
Location	▪ 25' setback from all property lines ▪ 300' separation from another ground signs
Other standards	See Sections 36-9.05.A and 36-9.06.A.
Building Signs	
Total Allowance	▪ Permitted for principal non-residential or multi-unit residential buildings ▪ 1 s.f. / lineal foot of wall along the street frontage ▪ 2 s.f. / lineal foot of wall along the street frontage if site has no ground sign
Maximum Size	n/a – subject to overall allowance
Quantity	1 / street-facing wall or other wall facing internal common areas
Maximum Height	▪ At least 1 foot below the top of the wall it is mounted on for flat roof buildings ▪ At least 1 foot below the roof deck or eave line for pitched roof buildings
Other Standards	See Section 36-9.05.B.
Pedestrian Signs	
Total Allowance	▪ Permitted for principal non-residential or multi-unit residential buildings ▪ 1 / public building entrance
Maximum Size	10 s.f.
Maximum Height	▪ 14' if mounted on a wall ▪ 6' if mounted on the ground
Other Standards	See Section 36-9.05.C
Incidental Signs	
Total Allowance	▪ Permitted for principal non-residential or multi-unit residential buildings ▪ 12 s.f. / lot or 25 s.f. /ac., whichever is greater
Maximum Size	6 s.f; or 12 s.f. for lots more than 1 ac. and if setback at least 50' from property line
Maximum Height	▪ 14' high if mounted on a building ▪ 4' high if ground mounted, or 8' high if setback at least 50' from property line
Location	Signs shall be setback at least 6' from any front lot line, and 10' from any other property line
Temporary Signs	
Total Allowance	15 s.f.; or 0.15 s.f. per 1 lineal foot of street frontage, whichever is greater, up to a maximum allowance of 48 square feet
Quantity	n/a; subject to total allowance and duration limits in Section 36-9.05.D
Maximum Size	▪ 6 s.f. on local or collector streets ▪ 12 s.f. on secondary arterial streets ▪ 24 s.f. on primary arterial, expressway, or freeway
Maximum Height	▪ 20' or below the top of the wall plane, whichever is less if mounted on a wall ▪ 4' if mounted on the ground
Other Standards	See Section 36-9.05.D

B. **Nonresidential Signs.** The following signs are permitted in nonresidential districts (C-MX1, C-MX2, CC, GC, GI, and HM), and for any overlays of these districts that do not specifically modify sign standards. All planned zoning applications containing a nonresidential component shall follow these standards, unless specifically amended by the approved regulating plan in Section 36-2.06.

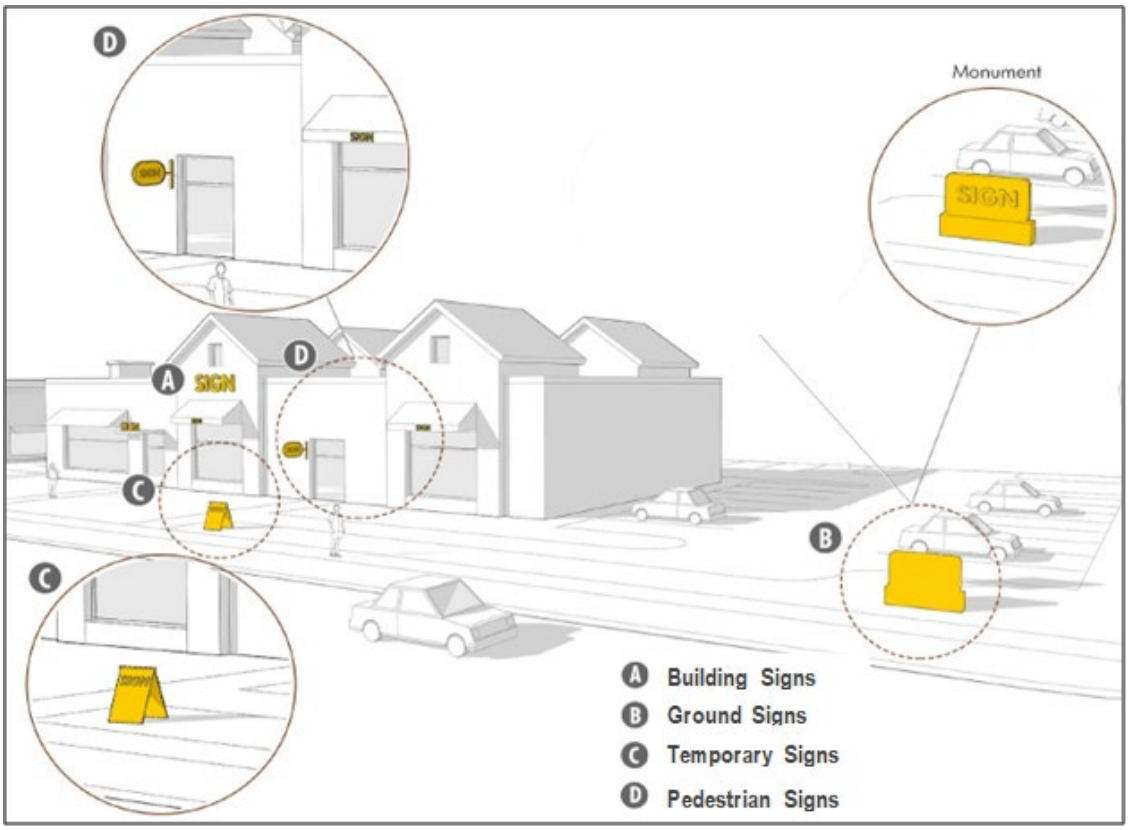


Figure 9-4 Nonresidential Sign Types

Table 9-2: Nonresidential Sign Allowances	
Ground Signs	
Total Allowance	▪ 1 s.f. / 1 lineal foot of street frontage on local, collector, or secondary arterial street ▪ 2 s.f. / 1 lineal foot of street frontage on primary arterial, expressway, or freeway
Maximum Size	▪ 250 s.f. for lots fronting on a local, collector, or secondary arterial; or any lot that contains a state licensed off-premises sign ▪ 400 s.f. for lots fronting on primary arterial, expressway, or freeway
Quantity	▪ 1 / lot ▪ Plus 1 additional sign per each 425' of lot frontage on a primary arterial, expressway, or freeway
Maximum Height	25'; 60' if located in areas near interstates noted in Section 36-9.05.A.5
Location	▪ 25' setback from all property lines on streets classified as a collector or lower ▪ 40' setback from all property lines on streets classified as arterials or expressways ▪ 300' separation from any other ground sign; 100' separation from and state permitted off-premises sign ▪ The PW Director may require additional setback from centerlines of streets or for utility easements when a plan for expansion of any public facility is planned and could be built within two years.
Other Standards	See Section 36-9.05.A
Building Signs	
Total Allowance	2 s.f. / 1 lineal foot of wall length
Maximum Size	n/a – limited by total wall allowance for each wall
Quantity	n/a – limited by total wall allowance for each wall
Maximum Height	▪ At least 1 foot below the top of the wall it is mounted on for flat roof buildings ▪ At least 1 foot below the roof deck or eave line for pitched roof buildings
Other Standards	See Section 36-9.05.B
Pedestrian Signs	
Quantity	▪ 1 sign / each 50' of building frontage ▪ Plus, one sign for each public building entrance
Maximum Size	▪ 6 square feet s.f. ▪ 10 s.f. if associated with the primary building entrance on each elevation
Maximum Height	▪ 14' if mounted on a wall ▪ 5' if mounted on the ground
Other Standards	See Section 36-9.05.C
Incidental Signs	
Total Allowance	16 s.f. / lot; or 40 s.f. / ac., whichever is greater
Maximum Size	8 s.f; or 16 s.f. for lots more than 1 ac. and if setback at least 50' from property line
Maximum Height	▪ 14' high if mounted on a building ▪ 4' high if ground mounted, or 8' high if setback at least 50' from property line
Location	Signs shall be setback at least 6' from any front lot line, and 10' from any other property line
Temporary Signs	
Total Allowance	25 s.f. or 0.25 s.f. / 1 lineal foot of street frontage, whichever is greater, up to a maximum allowance of 100 s.f.
Quantity	n/a; subject to total allowance and duration limits in Section 36-9.05.D
Maximum Size	▪ 12 s.f. on local or collector streets ▪ 24 s.f. on secondary arterial streets ▪ 48 s.f. on primary arterial, expressway, or freeway
Maximum Height	▪ 20' or below the top of the wall plane, whichever is less if mounted on a wall ▪ 5' if mounted on the ground
Other Standards	See Section 36-9.05.D

36-9.05 Standards for General Sign Types

A. **Ground Signs**. Ground signs are subject to the following additional standards:

1. Support structures and bases shall be constructed with durable, quality materials that complement the building or are integrated into the landscape and other site elements in terms of material, colors, and ornamentation.

2. Ground signs shall be accompanied by a landscape plan that integrates the sign area into the overall site, softens the visibility of the structural elements, and improves the appearance of the sign and property from the streetscape subject to the standards and criterial of Article 8.

3. Ground signs near interchanges may be up to 60 feet high in the following specific locations:
   a. Within 660 feet of the center of the following intersections:
      (1) Interstate 44 and Kansas Expressway;
      (2) Kearney Street and Schoolcraft Freeway (U.S. Highway 65);
      (3) Sunshine Street and Schoolcraft Freeway (U.S. Highway 65);
      (4) Southwest quadrant of Chestnut Expressway and Schoolcraft Freeway (U.S. Highway 65); or
      (5) Interstate 44 and Mulroy Road.
   b. Property with frontage on Glenstone Avenue between the northern right-of-way of Kearney Street and 100 feet north of northern right-of-way of McClernon Street, and property within 1,800 feet of the center of Interstate 44 and Glenstone Avenue.
   c. Property in the southwest quadrant and within 1,800 square feet of the center of Interstate 44 and Schoolcraft Freeway (U.S. Highway 65).

B. **Building Signs**. Buildings signs are subject to the following additional standards:

1. Signs attached to a building shall not extend more than 18 inches off the surface, except projecting signs meeting the following additional limitations:
   a. Projecting building signs may extend from and be perpendicular to the wall up to 10 feet, but no closer than 5 feet to the back of the curb.
   b. Projecting building signs may extend vertically above a canopy or similar building projecting up to 4 feet above the mounting service surface, provided it below the wall plane, roof deck, or eave line for the building elevation.
   c. Projecting signs shall be at least 8 feet above grade or any area where pedestrians may gather or pass and at least 14 feet above any area where vehicles may pass.
   d. Projecting signs shall be limited to either 1 per building up to 30 square feet maximum or 1 per tenant with a street front entrance up to 10 feet maximum.
   e. Projecting signs meeting the standards of this section have a limited license to project over public right-of-way but may be required to be removed by the city for any public safety reason or any other priority use of the right-of-way.

2. No portion of a building wall may be built above the roofline, that serves no other structural or architectural purpose, other than to mount a sign or expand the sign area allowance or sign height.

C. **Pedestrian Signs.** Pedestrian signs are subject to the following additional standards:

1. Pedestrian signs shall be placed along the building frontage where there is direct pedestrian access and circulation;

2. Signs may be mounted directly on the surface of the wall, awning, or canopy, or if hanging below, maintain at least 7.5 feet clearance from the sidewalk below; and

3. Pedestrian signs associated with and allowed due to a building entrance shall be located within 10 feet of a business entrance.

D. **Temporary Signs**. Temporary signs are subject to the following additional limitations:

1. The total area allowance and maximum sign area for temporary signs is in Table 9-1 or 9-2, and may be allocated to multiple signs subject to the limitations in this subsection.

2. Temporary signs shall not be illuminated or painted with a light-reflecting paint.

3. Temporary signs shall be constructed of rigid material, designed to resist quick deterioration from the elements, and securely anchored to not pose a distraction or hazard. Non-rigid materials (such as banners) shall be secured to a structure or attached to a support or frame to avoid distraction of flapping.

4. No temporary sign shall be displayed for more than 180 consecutive days, without 60 days intervening. Relocation of a temporary sign, or removal and replacement with a substantially similar sign does not extend the time period for the temporary sign.

5. The period when more than two temporary signs are displayed on a property shall be limited to 120 days per calendar year.

6. The PD Director may require the removal of any temporary sign that pertains to a past or expired event, or may refrain from enforcement of the duration or time limits for any temporary sign related to an event that has been extended beyond the control of the owner.

36-9.06 Standards for Specific Sign Types

A. **Neighborhood Identification Signs.** Residential projects with more than 25 lots or more than five acres and with multiple blocks or internal streets are permitted gateway signs in addition to the permitted ground sign allowances subject to the standards in Table 9-3:

Table 9-3: Neighborhood Identification Signs

Ground Signs	
Allowance	▪ Up to 2 / entrance from a collector or arterial street ▪ 25 s.f. / entrance on a collector street (may be allocated between two signs) ▪ 50 s.f. / entrance on an arterial street (may be allocated between two signs)
Location	▪ 6' setback from all property lines
Maximum Height	▪ 5' – monument signs only; unless mounted on a retaining wall or accessory structure incorporated into the landscape design and approved through the zoning site plan process
Other Standards	▪ Neighborhood Identification signs shall be located in a common area owned and controlled by a property owner association to ensure on-going maintenance of the sign and landscape.

B. **Off-premises Signs.** Off premises signs shall only be permitted as follows:

1. *General Allowance.* Off-premises signs are only permitted within 660 feet of an interstate or primary highways where the city is required to allow off premises signs according to RSMo. Chapter 226.500 to 226.000. Where intersecting streets are not state controlled the sign shall not be located in a right triangle formed by 660 feet from the intersection along the non-state right-of-way, 660 feet from the intersection along the state-controlled right-of-way and the diagonal line connecting those two end points. Off-premises signs on state right-of-way shall meet the Missouri Department of Transportation's outdoor advertising permit standards.

2. *Standards.* State licensed signs shall meet the size and location standards in Table 9-4.

Table 9-4: Off-Premises Signs	
Total Allowance	▪ Off premises signs shall be limited by the applicable ground sign allowance unless otherwise authorized by state permit. ▪ Detached signs otherwise permitted by Table 9-2 shall be further restricted on any site with an off-premises sign to: ○ One additional detached sign; ○ 250 s.f. maximum area or applicable property allowances, whichever is less; ○ 25' maximum height; and ○ 100' separation from any other detached sign.
Location	▪ 25' setback from all right-of-way or other property lines ▪ 125' setback from any property residential zoning district ▪ 1,500' separation from any other off-premises sign, except on I-44 where the required separation shall be 2,500' ▪ The PW Director may require additional setback from centerlines of streets or for utility easements when a plan for expansion of any public facility is planned and could be built within 2 years.
Maximum Height	25'
Other Standards	▪ Applicants for off-premises signs shall obtain a state permit prior to submitting an application to the City. ▪ Signs with a valid state-issued permit may contain off-premises or on-premises information.

3. *Scenic Corridors.* Off-premises signs in scenic corridors shall conform to the following additional standards:
   a. *Location*. Scenic corridors are 660 feet from the edge of right-of-way on the following corridors:
      (1) James River Freeway (U.S. 60);
      (2) West By-Pass and U.S. 160; and
      (3) Kansas Expressway north of the nearest paved portion of I-44 and south of the nearest paved area of the James River Freeway (U.S. 60).
   b. *Limitations.*
      (1) Off-premises signs shall not be oriented towards or have copy visible from the listed scenic corridors but may be located on property and oriented to street other than the designated scenic corridor.
      (2) Off-premises signs shall be separated by at least 2,500 feet from other off-premises sign.
      (3) The maximum area shall not exceed 128 square feet and the maximum height shall not be more than 20 feet above the highest paved portion of the right-of-way.

C. **Drive-through Service Signs.** Signs for drive-through services shall be reviewed in coordination with the accessory use standards for drive-throughs in Section 36-4.04. Drive-through uses shall generally permit the following signs:

1. One menu board per drive through service station, with a maximum sign area of 32 square feet and a maximum height of 8 feet.

2. Signs shall be set back at least 20 feet from any adjacent property, and incorporated into the building, circulation plans to otherwise minimize impacts on the streetscape or adjacent property.

3. Menu board signs shall meet all other monument sign design standards.

4. Deviations from these standards may only be approved in association with the zoning site plan

review or any conditional review required according to Section 36-4.03.E, provided they equally or better meet the review criteria associated with the zoning site plan or permit review.

36-9.07 General Standards – All Signs

A. **Public Health, Safety, & Maintenance.**

1. All signs shall be designed, constructed, located, and maintained in a manner that is compliant with all electrical, fire, building codes, and any other industry standards so that the sign does not present any potential risk to public safety.

2. No sign shall be designed or located in a way where it can obscure, imitate, or be confused with an official government sign for traffic direction or any other public safety symbol.

3. Signs shall not obstruct visibility of pedestrians and vehicles with sight triangles, as defined by Section 36-3.03.B.7.

4. Any sign projecting over a walkway, active area in front of a building, or other area where people may pass shall maintain at least 7.5 feet vertical clearance and 14 feet vertical clearance if it is accessible to vehicles.

5. No sign, sign structure, or associated grounds shall present any dilapidated state or condition that may negatively impact the relationship to or appearance from the public right-of-way or adjacent property.

B. **Specific Designs Prohibited.**

1. No sign shall be placed on any vehicle or trailer visible from the right-of-way, where the sign and the vehicle or trailer is located to avoid the standards or criteria for permitted permanent signs in this article.

2. No sign shall be attached to any public utility pole, placed in any utility easement, or installed within the public right-of-way, except:
   a. Official government signs exempt from these standards according to Section 36-9.03.B;
   b. Signs attached to and projecting from buildings and meeting the standards in section 36-9.05.B.1; or
   c. Signs otherwise licensed by the City through special events or management of the design and use of the right-of-way, apart from this code.
   d. Signs located in a utility easement shall require written approval of the utility provider.

3. Grouping or arranging signs to have the effect of a larger permitted sign or increase visibility to the public beyond size or quantity limits is prohibited

4. No sign shall include balloons, streamers, pennants, or other air activated elements and animated elements, whether animated by mechanical, electrical, or environmental means.
   a. This limitation shall not apply to pedestrian signs, provided any animated element shall apply to the size of the overall pedestrian sign allowances.
   b. This provision shall not apply to prohibit flags, temporary signs, or digital displays meeting the standards of this article and which have motion, or to signs approved in association with a special event permit.
   c. This provision shall not apply to prohibit temporary holiday displays or works of art, provided there is no business message associated with them.

5. Any sign with a business message shall be located on the lot of the business activity and shall not direct attention to a business, product, or service sold or offered off-premises, except:
   a. Signs for multi-tenant premises, which must be associated with the site and located in common areas controlled by the businesses or property owners' associations; or
   b. State licensed signs according to Section 36-9.06.B.

C. **Illumination.**

1. Any illumination shall be designed to eliminate glare or any other negative impacts on surrounding right-of-way and property. In general, any direct source of light shall not be visible from the public street or adjacent property.
2 Light from an illuminated sign shall not spill onto adjacent properties. The light reading at any point within 10 feet from an adjacent private property shall be less than one foot-candle.
3. External light sources shall be directed and shielded to conceal the light source and illuminate only the surface of the sign.
4. External illumination of signs 10 feet high or more shall only occur from the top down.
5. No light source shall cause any glare, flashing, movement, or other distraction to traffic.
6. Exposed incandescent, neon, or tube lighting, or other integral illumination where the light source is the sign, shall be limited to window signs mounted to the inside of the building, or used only as an accent of less than 10% of the sign area.

D. **Digital or Electronic Message Displays.** Digital or electronic message displays may be incorporated into permitted signs and are subject to the following additional limitations:

1. Digital and electronic message displays are permitted for any portion of the sign allowance in nonresidential districts and may be considered through a conditional use permit for nonresidential uses allowed in residential districts.
2. Only static displays are permitted with at least 8 seconds before transitioning to another static display. However, in nonresidential districts any sign setback at least 125 feet from a residential district and elevated at least 10 feet above the street grade may use the following limited animation techniques:
   a. Frame effects during transition;
   b. Static displays of at least 3 seconds; and
   c. Transitions lasting no longer than 2 seconds.
3. Flashing is prohibited on all signs.
4. All digital or electronic displays shall be equipped with automatic dimming technology to adjust the brightness in direct response to ambient conditions.
5. No digital or electronic display shall exceed a brightness level of 0.3 foot-candles above ambient light measured at a distance equal to the square root of the sign copy area times 100 feet.
6. Signs permitted for nonresidential uses in residential districts shall be limited to no more than 40% of the allowed sign area and shall be setback at least 100 feet from any residentially used property.

36-9.08 Design Guidelines

A. **Applicability.** All signs should meet the following design guidelines to convey durability and quality appearance. Where the PD Director determines that signs present a substantial deviation with these guidelines and conflict with the intent of this article, the PD Director may deny the sign permit or require that the sign plan be reviewed according to Section 36-9.09.

B. **Placement.** The location of all permanent building signs shall be incorporated into the architectural design of the building according to the following principles:

1. Placement of signs should be considered part of the overall facade design and composition.

2. Sign locations should align with major architectural features such as storefront sign bands, cornices and parapets, entrance features, marquees, windows, canopies, and other similar architectural features.

3. Signs shall not be placed where they obstruct any significant building design feature, including windows, architectural details, trim, and ornamentation.

C. **Durability & Appearance**. All permanent signs shall be designed to convey durability and a quality appearance according to the following principles:

1. Materials, particularly for the frames, casings or bases of signs, should be chosen to complement the architecture of the building, and coordinate with other accent materials or architectural details of the building and site.

2. Simple 2- and 3-color contrasting colors schemes should be used between the color of the background, letters, and accents to ensure legibility and quality appearances. Fluorescent colors should be limited to accents and typically less than 10% of the sign area.

3. Buildings and sites that have that have multiple building or ground signs should coordinate all signs using one or more consistent coordinating elements, such as similar fonts, colors, sign scale or shapes, backgrounds, or casing and framing material.

D. **Multi-tenant Buildings & Sites.** Buildings and sites that have multiple wall or ground signs, or multiple tenant components on a single sign shall coordinate all signs for the building or site. Coordination may be established by combinations of two or more of the following:

1. The same or similar fonts, in terms of color, scale, and style. However, a primary and secondary font may be incorporated into signs.

2. The same sign background in terms of material and color or coordinated colors.

3. The same casing or framing in terms of materials and style, provided it is prominent enough to be a visible coordinating element across multiple signs.

4. A consistent scale, orientation, shape or placement of signs. For example, all oval signs, or all signs located within a sign band across storefronts.

5. Pedestrian signs or portions of principal signs that are less than 33% of the sign areas, may deviate from coordinating elements to account for logos, icons, or branding unique to the tenants.

36-9.09 Alternative Sign Plans

Shopping centers, office parks, campuses, or other nonresidential areas with multiple uses or buildings on a single site or development over 2 acres, may propose a property specific sign plan. The sign plan shall be based on the intent, types of signs, and standards of this article, but the Planning and Zoning Commission may approve deviations to these standards in coordination with other land development approvals, where they find that the specific sign plan meets the following criteria:

A. The sign plan promotes a unique character for the area and improves the image and identity of the project as it relates to the surrounding community. In particular, the sign plan considers:

1. Mitigating impacts and improving relationships to adjacent property not subject to the plan.

2. Coordination with streetscapes, including pedestrian or traffic qualities of a particular street.

3. Integration with the architecture of the buildings or other landscape and site design components of the site.

4. Any deviations from these standards, and particularly those for the size, quantity, or location of signs, clearly meet the intent of this article and conform to the design guidelines in Section 36-9.08.

B. The sign plan coordinates with multiple components of the project, including building designs, open and common space designs, and access and circulation, and where there are distinctions in the type and design of the signs within the plan, they are based on effective transitions with the overall development plan.

C. The sign plan has clear and explicit standards for the size, location, design, and quality of the signs, and it anticipates future tenants or changes in tenants through subsequent sign permits without requiring amendments to the plan.

D. The property owner or landlord has authorized the plan, and any changes to the plan will require the property or landlord to submit a new application to be approved by the Planning and Zoning Commission.

Article 10. Supplemental Districts & Standards

36-10.01 Airport Overlay **District**
36-10.02 Commercial Street District
36-10.03 Midtown Urban Conservation District
36-10.04 Phelps **Grove** Urban Conservation District
36-10.05 Rountree Urban Conservation District
36-10.06 Walnut Street – East Urban Conservation District
36-10.07 Walnut Street – West Urban Conservation District
36-10.08 Short-term Rentals
36-10.09 Marijuana & Medical Marijuana Uses
36-10.10 Wireless Telecommunication Facilities
36-10.11 Grant Avenue Parkway District
36-10.12 Moon City Live/Work District

36-10.01 Airport Overlay District

A. **Intent.** The intent of the Airport Overlay District is to:

1. Regulate the development of noise-sensitive land uses~~;~~.
2. Promote compatibility between the Springfield-Branson National Airport and surrounding land uses.
3. Protect the Springfield-Branson National Airport from incompatible development.
4. Promote the health, safety, and general welfare of all property uses in the vicinity of the airport.

B. **Applicability.** The standards in this section apply to the following sub-districts indicated in Figure 10-1, and overlayed onto the official zoning map as airport overlay (AO) zones.

1. *AO-1.* All areas with 2,000 feet of any airport runway centerline extending out 10,000 feet from both ends of any airport runway.
2. *AO-2.* [Not currently used.]
3. *AO-3.* All areas encompassing the airport zoned defined in the Airport Zoning Law, Chapter 305 RSMo., defined as follows:

   Beginning at a point on the end of any runway and on the centerline of the runway; thence to the right a distance of 500 feet on a course perpendicular to said centerline to a point; thence to a point 2,000 feet to the right of and perpendicular to the centerline extended which point is directly opposite a point 10,000 feet from the end of the runway on the said centerline extended away from the runway; thence to a point 2,000 feet to the left of and perpendicular to the centerline extended which point is directly opposite a point 10,000 feet from the end of the runway on the said centerline extended away from the runway; thence to a point 500 feet to the left of the point of beginning and perpendicular to the said centerline; thence to the point of beginning.

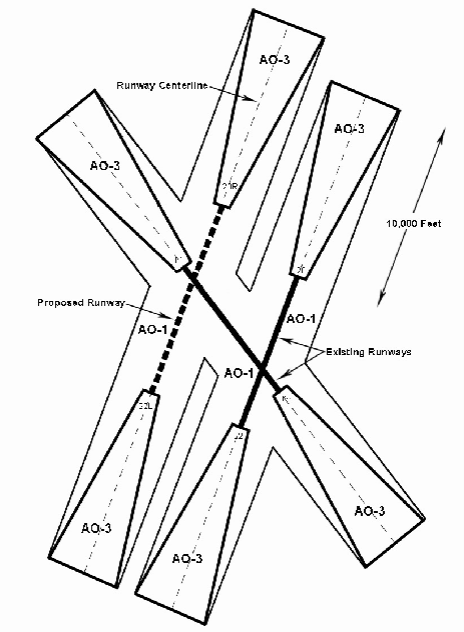


Figure 10-1 Airport Overlay Zones
AO-1 and AO-3.

4. *Split Zoned Tracts & Structures.*
   a. Where a part of a tract of land lies within an airport overlay zoning district, the district requirements shall only apply within the part of the tract located in the district. The AO-3 district shall take precedence over the AO-1 district.
   b. A structure which is located partly within an airport overlay zoning district and partly outside shall be considered to be entirely within an airport overlay zoning district. The AO-3 district shall take precedence over the AO-1 district.

C. **Allowed, Limited, & Prohibited Uses.** Uses in any underlying zoning district from Table 4-3, Section 36-4.02 shall be further restricted by the standards of the AO districts.

1. *Prohibited in AO-1.* The following uses are prohibited in the AO-1 district, except as modified by the AO-3 district. The AO-3 district shall take precedence over the AO-1 district:
   a. Residential uses – all
   b. Schools – including Primary/Secondary and College / University
   c. Assembly uses – all
   d. Event venue uses – all
   e. Medical Service uses – all
   ~~f.~~ Cultural Facility uses - all
   g. Daycare uses – all
   h. Entertainment & Recreation uses – all

2. *Limited in AO-3.* If permitted by the underlying district, the following uses shall be limited as specified in the AO-3 district:
   a. Residential uses – limited to detached houses on lots greater than 10 acres, except any lot that legally existing prior to initial adoption of the AO district shall be permitted on detached house.

3. *Prohibited in AO-3.* The following uses are prohibited in the AO-3 district:
   a. Lodging uses – all
   b. Transportation – Commercial Parking Lot
   c. Accessory off-street parking in a structure. Accessory off-street parking lots or facilities open to the sky are allowed.

4. *Conditional Uses.* The following uses may be permitted by a conditional use permit in the AO-1 or AO-3 zone:
   a. Open Space uses – all.
   b. In addition to the general procedures and criteria for conditional use permits in Section 36-2.04, conditional use permits shall be subject to the following additional conditions and criteria in the AO districts:
      (1) No use may be closer than 1.5 miles (7,920 feet) from the ultimate end of an existing or planned runway as approved by the Federal Aviation Administration.
      (2) Upon receiving an application for a conditional use permit in the AO-1 or AO-3 districts, the Department of Planning and Development shall forward the application to the Springfield-Branson National Airport Board. In considering such an application, the airport board shall review potential impacts to the airport and shall make its recommendation(s) to the Planning and Zoning Commission. The airport board shall consider factors such as, but not limited to:
         (a) Federal Aviation Regulations (FAR Part 77)
         (b) Published instrument approach and departure procedures
         (c) Outdoor lighting
         (d) Radio signal or electric emissions
         (e) Noise sensitive concerns
         (f) Public safety

D. **Additional Standards.** Any development, use, or building initiated in the AO district shall be subject to the following additional standards:

1. When a plat or building permit is required, the property owner shall dedicate an aviation easement to the city over and across that property. This easement shall establish a height restriction on the use of the property and hold the public harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the Springfield-Branson National Airport.

2. No use may create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, or result in glare to pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards; or otherwise endanger or interfere with the landing, taking off, or flight operations of aircraft utilizing the airport.

3. No building or structure shall be constructed, nor shall any landscaping growth be maintained, which exceeds 50 feet in height in an airport overlay zoning district.

4. Any permitted residential uses shall meet minimum construction standards to achieve a minimum outdoor to indoor noise-level reduction (NLR) of 30 decibels.
   a. Customary residential construction can be expected to provide an NLR of 20 decibels, which assumes mechanical ventilation and closed windows year-round. Therefore, the minimum outdoor to indoor NLR shall be 10 decibels over standard construction.
   b. A base airport noise level of 70 day-night average sound level (Ldn) is assumed until such time as a different base airport noise level is established based on completion of a noise study prepared by the Springfield-Branson National Airport or other individuals authorized by the board of such airport and filed with the office of the Director of Aviation of the City of Springfield, Missouri.
   c. The BDS Director shall not issue a building permit for any structure within the AO zones unless the plans and specifications accompanying the application have been certified by a registered professional engineer or registered professional architect in the State of Missouri as meeting the NLR standards specified in this subsection. The registered professional architect or engineer must certify that said plans and specifications shall reduce the noise impact from outdoor to indoor noise level at least the minimum specified in this section, using commonly accepted engineering and architectural acoustical practices.
   d. This subsection shall not apply to property located within the official boundaries of the

Springfield-Branson National Airport as established in the airport layout plan submitted to and on file with the Federal Aviation Administration and as amended from time to time.

36-10.02 Commercial Street District

A. **Purpose.** This district is intended to be a mixed-use district that accommodates a variety of residential, commercial, and light industrial uses. It is intended for the older commercial and light industrial areas fronting and adjacent to a commercial street that tend to accommodate a wide variety of uses. This area initially developed early in the city's history and does not display the characteristics typical of modern suburban development. The City has approved a commercial street redevelopment plan and has approved financing mechanisms to implement that plan. Uses proposed in this district are consistent with the redevelopment strategy. This area is experiencing rehabilitation and redevelopment. This district is intended to accommodate the transition that must occur if this area is to contribute to the vitality of the city while protecting the historic character of the area.

Two sub-zones are established by this section. The uses permitted in the two districts are the same, but they differ in the design requirements. The COM-1 district is designed to permit new construction that is more compatible with the existing historic buildings within the landmarks district along Commercial Street. The COM-2 district is designed to allow new construction that is consistent with more recent commercial development along Commercial Street.

B. **Permitted Uses.**

1. The following uses are permitted on any floor unless the development project is greater than 10,000 square feet in total floor area, which requires a conditional use permit:

a. Accessory uses, as permitted by Section 36-4.04.
b. Athletic clubs, fitness centers, and indoor sports facilities.
c. Auction sales and flea markets entirely within enclosed buildings.
d. Banks and financial institutions, including automatic teller machines.
e. Catering businesses.
f. Colleges, universities, and business colleges.
g. Commercial amusements, including bowling alleys, dance halls, video game arcades, billiard parlors, roller skating and ice-skating arenas, and motion picture theaters, excluding drive-in theaters.
h. Day care centers in accordance with Chapter 38, Article IX, Springfield City Code.
i. Educational, cultural, public, or nonprofit institutions such as museums, art galleries, and libraries, but not including elementary and secondary schools and correctional institutions.
j. Overnight shelters and soup kitchens legally conforming at the time of the passage of said ordinance provided that a use permit is obtained for any expansion of said use.
k. Glass and mirror sales.
l. Governmental buildings and uses.
m. Medical, comprehensive or microbusiness marijuana dispensary facility. No facility shall be located within 1,000 feet of an existing elementary or secondary school, or within 200 feet of an existing child day care center or church and as prescribed and subject to all other requirements in Section 36-10.09.
n. Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within an existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in Section 36-10.09.
o. Offices, administrative, business, finance, and professional.
p. Offices, medical and dental.
q. Personal service establishments including beauty parlors, barbershops, dry cleaning and laundry pick-up window, shoe repair, self-service laundromats, express or mailing offices and hearing aid and eye glass shops.
r. Pet stores and pet grooming.
s. Police and fire stations.
t. Recording studios.

u. Restaurants, excluding drive-in, vehicular pick-up window, and drive-thru facilities.
v. Retail sales use group excluding convenience stores with gas pumps.
w. Schools and studios for art, dancing, drama, music, photography, interior decorating, or similar courses of study.
x. Schools, business.
y. Taverns and cocktail lounges.
z. Temporary uses, as permitted by Section 36-4.03.J.
aa. Veterinary clinics. Facilities may have supervised outside activities, which are defined as having a single animal under the physical control of an individual. All outside activity spaces shall be fully enclosed and screened from adjacent residential uses, districts and all public right-of-way with a six-foot tall barrier that is in conformance with Section 36-8.04. No outside activity spaces shall be located within 25 feet of any residential use or district, and all animal waste shall be collected and disposed of on a daily basis.
bb. Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.

2. The following uses are only permitted above the first floor or in the second layer of the first floor unless the development project is greater than 10,000 square feet in total floor area, which requires a conditional use permit for the use set out in this subsection. The first layer of the first floor is the first 50 feet of lot depth measured from the front of the lot. The second layer is located behind the first 50 feet of lot depth measured from the front of the lot. An entrance and hallway through the first layer to provide access to the second layer or upper floors is permitted.
a. Any commercial establishment that provides supplies and/or services primarily to commercial customers, such as janitorial services, sign shops, packaging or shipping service, locksmith or printing, lithographing, engraving, photocopying, blueprinting, publishing and binding establishments.
b. Bed and breakfasts.
c. Commercial off-street parking lots and structures.
d. Community center, nonprofit.
e. Cultural centers.
f. Medical and dental clinics.
g. Medical and dental laboratories and research facilities, not including the manufacture of pharmaceutical or other products for general sale or distribution, provided no toxic substances, explosives, radioactive material, highly flammable substances or other materials that pose a threat to public health and safety, due to their quantities or location, are utilized in the research operations.
h. Office equipment repair.
i. Private clubs and lodges.
j. Repair shops, home appliance.
k. Residential uses.
l. Restricted production and repair establishments (for retail sale on the premises only), including the following types of activities: Custom tailoring and alteration of clothing, jewelry from precious metals, watches, dentures, and optical lenses.
m. Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.
n. Short-term rental type 3 in accordance with Section 36-10.08.C, and subject to conditions in subsection 36-10.08.C.2, if applicable.

C. **Conditional Uses.**

1. The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to, Section 36-2.04 of this article and the requirements of this subsection 36-10.02(3):
a. Any manufacturing, production, processing, cleaning, servicing, testing, repair, or storage of materials, goods or products which is not allowed as a permitted use.
b. Automobile service garages.
c. Automobile service stations.
d. Awning and canvas sales and rental.
e. Banks and financial institutions, including automatic teller machines, with drive-through facilities.
f. Boarding, rooming, and lodging houses.

g. Bus stations.
h. Construction equipment storage yards or other outdoor storage in COM-2 district only.
i. Convenience stores with gas pumps.
j. Funeral homes and mortuaries.
k. Group homes, custodial.
l. Hospitals with ambulance services as accessory uses.
m. Hotels, motels, and inns.
n. Household resource recovery collection centers, screened from all residential districts and public right-of-way in conformance with Section 36-8.04.
o. Public service and public utility uses, as follows:
(1) Tier I wireless facilities in accordance with Section 36-10.10.
(a) Tier III wireless facilities in accordance with Section 36-10.10, provided wireless towers 60 feet or greater in height allow collocation of at least one additional provider's facilities.
(b) Tier IV wireless facilities in accordance with Section 36-10.10, provided wireless towers are setback from any residential district at least 2 feet for every one foot of tower height and allow collocation of at least one additional provider's facilities or at least two additional providers' facilities if the tower height is 120 feet or greater. Repair shops, home appliance, located in the first layer of the floor of buildings that front on Commercial Street and Boonville Avenue.
(c) Tier V wireless facilities in accordance with Section 36-10.10.
p. Restaurants with drive-in, vehicular pick-up window, and drive-thru facilities.
q. Schools or development centers for persons with handicaps or development disabilities.
r. Structures greater than three stories in height.
s. Substance abuse treatment facilities for 50 or fewer residents, provided the facility:
(1) Is located at least 2,000 feet from any other substance abuse treatment facility, or 2,000 feet from any emergency shelter, soup kitchen, transitional service shelter or community corrections facility, as measured from property lines; and
(2) A plan of operation, including, but not limited to: Administration contact information, patron access requirements, hours of operations and security measures, is on file with the Department of Planning and Development.
t. Television and radio studios with transmitting facilities.
u. Towers, other than wireless facilities, and related facilities, in accordance with Springfield City Code.
v. Transitional service shelter.
w. Warehouses, storage and distribution centers.

2. The following uses located in the first layer of the first floor of buildings that front on Commercial Street and Boonville Avenue:
a. Any commercial establishment that provides supplies and/or services primarily to commercial customers, including janitorial services, sign shops, packaging or shipping service, locksmith or printing, lithographing, engraving, photocopying, blueprinting, publishing and binding establishments.
b. Bed and breakfasts.
c. Cultural centers.
d. Medical and dental clinics.
e. Medical and dental laboratories and research facilities, not including the manufacture of pharmaceutical or other products for general sale or distribution, provided no toxic substances, explosives, radioactive material, highly flammable substances or other materials that pose a threat to public health and safety, due to their quantities or location, are utilized in the research operations.
f. Office equipment repair.
g. Private clubs and lounges.
h. Residential uses.
i. Restricted production and repair establishments (for retail sale on the premises only), including the following types of activities: custom tailoring and alteration of clothing, jewelry from precious metals, watches, dentures, and optical lenses.
j. Any use allowed in the district and involved in development projects greater than 10,000 square feet of total building floor area, whether new construction, rehabilitation

of an existing structure or a combination of new construction and rehabilitation. A development project is typically a development where the property is under single ownership or management. A development project may include a single use or multiple uses and may be in a single building or multiple buildings, on one lot or multiple lots. The ARC shall determine if a development project with multiple uses meets the criteria to require a conditional use permit. Expansion of a development project, existing at the date of adoption of this district, shall not require a conditional use permit provided the expansion does not involve more than 2,000 square feet of total building floor area.

(1) In addition to all other requirements for review and approval of a conditional use permit, the following shall apply:

(a) The proposed use shall generally conform to the goals and policies of the commercial street strategy for success and any other plans or policies in place at the time of approval of the conditional use permit.

(b) For development projects greater than 10,000 square feet, the applicant shall submit plans to provide parking and security for customers/occupants of the development project. City Council may waive the requirement for one or both plans, at the time of approval, if one or both plans are deemed unnecessary.

(c) The following organizations, and similar organizations that may be formed in the future, shall be notified of a conditional use permit application in conformance with the notification requirements of Section 36-2.01.F:

i. Commercial Club.
ii. Commercial Street Community Improvement District Board.
iii. Midtown Neighborhood Association.
iv. Grant Beach Neighborhood Association.
v. Woodland Heights Neighborhood Association.
vi. Urban Districts Alliance.

D. **Use Limitations.**

1. All activities and permitted uses except for the following shall be conducted entirely within a completely enclosed building.
   a. Automobile servicing, but not repair.
   b. Drive-in, pick-up window, or drive-thru facilities.
   c. Occasional sidewalk sales.
   d. Off-street parking and loading facilities.
   e. Outdoor eating and drinking facilities.
   f. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the City Clerk.
   g. Playgrounds associated with a school or day care center.
   h. Street vendors licensed by the City of Springfield.

2. No vibration, glare, or heat shall be detectable at the lot line.

3. No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time.

4. All uses shall operate in accordance with the noise standards contained in Section 36-4.05.

5. All flammable petroleum products and petrochemicals shall be stored in a fireproof enclosure and no more than 50 gallons of such products shall be so stored except at automobile service stations.

6. No use shall emit an odor that creates a nuisance as determined by Springfield City Code.

7. Uses on parcels not served by public water and public sewer shall meet the requirements of subsection Section 36-4.06.G.

E. **Bulk Regulations.**

1. *Maximum Structure Height.* Three stories unless a conditional use permit for more stories is approved.

2. *Yard Requirements (additional bufferyard may be required by subsection (8).*
   a. Front yard: None.
   b. Side yard: None.
   c. Rear yard: None.

F. **Open Space Requirements**. None.

G. **Design Requirements.**

1. A zoning site plan meeting the requirements of Section 36-2.03, shall be submitted and approved.

2. If required, a landscape plan, meeting the requirements of Section 36-8.03 and Section 36-7.05 shall be submitted and approved.

3. All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with Section 36-8.03.

4. Refuse storage areas shall be screened from view in accordance with Section 36-8.04.

5. Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with Section 36-8.04.

6. Lighting shall be designed to reflect away from any adjacent residential area and in accordance with Section 36-8.07.

7. Accessory buildings and structures shall meet the requirements of Section 36-4.04.

8. The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
   a. *Building Facades*. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building facade or wall:
      (1) Changes in color, texture, and material; or
      (2) Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
      (3) Groupings of windows or fenestration.
   b. On each lot, the building facade shall be built to the district minimum setback line for at least 80%of the street frontage. This does not include Blaine Street frontage.
   c. The building facade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.
   d. The portions of the building facade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.
   e. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages.
   f. Fenestration on the ground floor facades shall comprise at least 40%, but not more than 90% of the facade area, measured as a percentage of the facade between floor levels.
   g. Fenestration on the upper floor facades shall comprise at least 20%, but not more than

60% of the facade area, measured as a percentage of the facade between floor levels.

h. The ground floor shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet.

i. The maximum story height for the ground story is 20 feet.

j. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.

k. *Building Materials and Colors.*

(1) Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15% of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:

(a) Customary brick masonry;
(b) Natural or cast stone;
(c) Oversized brick;
(d) Split-faced block;
(e) Architectural pre-cast concrete; and
(f) Accent materials such as glass block and ceramic tiles.

(2) Facade colors shall have low reflectance. High-intensity, metallic, black, or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building facade and promote sustainable development.

l. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

H. **Bufferyard Requirement**. Whenever any development in the COM district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with Section 36-8.04.

36-10.03 Midtown Urban Conservation District

A. That the following described property is designated as Urban Conservation District Number 3, to be known as the Mid-Town Urban Conservation District, which district shall be subject to the provisions set forth in Section 4-2300, Urban Conservation District, of the Land Development Code, and the regulations set forth herein; said district shall be shown on the District maps and is described as follows:

1. **MID-TOWN URBAN CONSERVATION DISTRICT LEGAL DESCRIPTION**

Beginning at the Northeast corner of Lot 29, Grove Hill Addition, being a point on the Southern Right-of-way of an alley between Commercial and Blaine Streets, thence Westerly along the said Right-of-way as it currently exists crossing Hampton Avenue to the Northwest corner of Lot 3, Nixon's Addition, thence West-southwesterly crossing Texas Avenue to the Northeast corner of Lot 56, Frisco Addition being a point on the Southern Right-of-way of an alley between Commercial and Pacific Street, thence West-southwesterly along the said Right-of-way as it currently exists crossing Sherman, Clay, Summit, Washington, Benton, Jefferson, and Robberson Avenues to the Northwest corner of Lot 2, Block 30, North Springfield Addition, being a point on the Eastern Right-of-way of Boonville Avenue, thence southerly along the said Right-of-way as it currently exists crossing Pacific, Court, Locust, Division, Lynn, Calhoun, Webster, Scott and Central Streets to the Northern Right-of-way of Chestnut Expressway, thence Easterly along said Right-of-way as it currently exists crossing Jefferson, Benton, and Washington Avenues to the Western Right-of-way of the Burlington Northern Railroad, thence Northeasterly along the said Right-of-way as it currently exists to the Western Right-of-way of National Avenue, thence Northerly along the said Right-of-way as it currently exists crossing Division, Locust, Pacific and Blaine Streets to the Northeast

corner of Lot 29, Grove Hill Addition, being the point of beginning, all in Springfield, Greene County, Missouri.

(Location: Area bounded generally on the north by Blaine Street including properties on both sides of Blaine Street between Texas and National Avenues, on the west by Boonville Avenue, on the south by Chestnut Expressway and on the east by the Burlington Northern Railroad Right-of-way and National Avenue.)

B. The following sub-districts are hereby established within the Mid-Town Urban Conservation District, to be known as Areas A, B, C, D and E which are described as follows:

1. *Area A Benton Avenue Area.*

Beginning at the Northeast corner of Lot 44, Ozark Land Addition, thence Westerly along the Northern line of said Lot 219' M/L, thence Southerly to a point 219' M/L Westerly of the Southeast corner of Lot 40 of said Addition, being a point on the Northern Right-of-Way of Webster Street as it currently exists, thence Southeasterly crossing said Street to a point on the Southern Right-of-Way of said Street 195' M/L Westerly of the Southwest corner of Webster Street and Benton Avenue as it currently exist, thence Southerly 85' M/L, thence Westerly 85' M/L. thence Southerly 292' M/L following the Eastern line of Root and Bowerman's Addition East of Jefferson, thence Easterly 277' M/L to the Western Right-of-Way of Benton Avenue to a point 376' M/L Southerly of the Southwest corner of Webster Street and Benton Avenue as it currently exists, thence Northerly along the Western Right-of-Way of Benton Avenue as it currently exists crossing Webster Street to the Northeast corner of Lot 44, Ozark Land Addition, being the point of beginning, all in Springfield, Greene County, Missouri.

(Location: West side of North Benton Avenue -- Calhoun Street to a point south of Webster Street.)

2. *Area B Benton/Calhoun Corner.*

All of lot 38 and the south 50 feet of Lot 37 in Ozark Land Company's Addition to the City of Springfield, Greene County, Missouri. Section 13, Township 29, Range 22.

3. *Area C.*

Drury Student Housing - Calhoun and Summit

All of Lots 152, 153, and 154 in the Amended Plat of M.H. Merriman's Second Addition to the City of Springfield, Greene County, Missouri. All being in Section 13, Township 29, Range 22.

4. *Area D.*

Drury Parking - Clay and Summit

A tract of land lying in Section 13, Township 29, Range 22 in the City of Springfield, Greene County, Missouri, more particularly described as foleys. Beginning at the Northwest corner of Lot 132 in the Amended Plat of M.H. Merriman's Second Addition, thence Easterly along the South ROW of Webster Street to the Northeast corner of Lot 106 in the Subdivision of Block A of Merriman's Second Addition, thence Southerly along the West ROW of Clay Avenue to the Southeast corner of Lot 118 in the Subdivision of Block A of Merriman's Second Addition, thence continuing Southerly to the Southwest corner of the intersection of Pythian Street and Clay Avenue, being a point on the North line of Block 9 of J. D. Fairbanks Addition, thence Westerly along the South ROW of Pythian Street to the Northwest corner of Lot 7 of Block 4 of

J. D. Fairbanks Addition, thence Northerly to the Southwest corner of Lot 120 in the Amended Plat of M.H. Merriman's Second Addition, thence continuing Northerly along the East ROW of Summit Avenue to the Point of Beginning except for Lots 129, 130, and 131 of M. H. Merriman's Second Add. Amended.

5. Area E (Reserved).

Beginning at the Northwest corner of Lot 1.8 Frisco Addition, being the Southeast corner of Summit Avenue and an alley between Commercial and Pacific Streets, thence East-northeasterly along the Southern Right-of-way of said alley as it currently exists crossing Clay and Sherman Avenues to the Northeast corner of Lot 56, Frisco Addition, thence East-northeasterly crossing Texas Avenue to the Northwest corner of Lot 3, Nixon's Addition, being a point on the Southern Right-of-way of an alley between Commercial and Blaine Streets, thence Easterly along said Right-of-way as it currently exists crossing Hampton Avenue to the Northeast corner of Lot 25, Grove Hill Addition, being a point on said Right-of-way, thence Southerly along the Eastern line of said Lot 25 corner of Lot 56, Frisco Addition, thence to the Southeast corner of said Lot 25, thence Southeasterly crossing Blaine Street to a point on the Southern Right-of-way of said Street 136.5' M/L Easterly of the Southeast corner of Hampton and Blaine, thence southerly 313' M/L to a point on the Northern Right-of-way of Pacific Street 209' M/L Easterlv of the Northeast corner of Hampton Avenue and Pacific Street, thence Southerly crossing Pacific Street to the Northeast corner of Lot 1, Carrs Addition, thence Southerly along the Eastern line of said Lot 1 to the Southeast corner of said Lot 1, thence Southeasterly crossing an alley between Pacific and Locust Streets as it currently exists to a point on the Southern Right-of-way of said alley 200' M/L Easterly of the Southeast corner of Hampton Avenue and said alley, thence Southerly 169' M/L to a point on the Northern Right-of-way of Locust Street 200' M/L Easterly of the Northeast corner of Hampton Avenue and Locust Street, thence South-southwesterly to a point on the Southern Right-of-way of Locust Street 186.5' M/L Easterly of the Southeast corner of Hampton Avenue and Locust Street, thence Southerly 179' M/L to a point on the Northern Right-of-way of an alley between Locust and Division Streets 186.5' M/L Easterly of the Northeast corner of Hampton Avenue and said alley, thence Westerly along the Northern Right-of-way of said alley as it currently exists 186.5' M/L crossing Hampton and Frisco Avenues to a point on the Eastern line of Lot 3, Block 1, North Springfield Addition 25' M/L Northerly of the Southeast corner of said Lot 3, thence Southerly along the Eastern .line of Lot 3 and 4 of said Block and Addition to the Southeast corner of said Lot 4, thence Westerly along the Southern line of said Lot 4 to the Southwest corner of said Lot 4, thence Westerly crossing Sherman Avenue to the Southeast corner of Lot 4, Block 2 of said Addition, thence Westerly along the Southern line of Lots 4 and 11 of said Block and Addition to the Southwest corner of said Lot 11 being a point on the Eastern Right-of-way of Clay Avenue, thence Northerly along said Right-of-way to the Southeast corner of Clay Avenue and Locust Street, thence Northwesterly to the Northwest corner of Clay Avenue and Locust Street, thence Westerly along the Northern Right-of-way of Locust Street to the Northeast Corner of Summit Avenue and Locust Street, thence Northerly along the Eastern Right-of-way of Summit Avenue crossing Pacific Street to the Northwest corner of Lot 18, Frisco Addition, being the point of beginning, all in Springfield, Greene County, Missouri.

(Location: Area north of Division and south of Commercial and between Summit and National Avenues.)

AND

Beginning at the Southwest corner of Lot 120, Merrimans 2nd Addition Amended, thence Northerly along the Western line of Lots 120 through 140 crossing Webster and Calhoun Streets to the Northwest corner of said Lot 140, thence Northwesterly crossing: Commit Avenue to the Southeast corner of Lot 152 of said Addition, thence Northerly 30' M/L along the Eastern line of said Lot 152, thence Westerly to a point on the Western line of said Lot 152 30' M/L Northerly of the Southwest corner of said Lot 152, thence Northerly along the Western line of Lots 152, 151, 150, 149, and 148 of said Addition to the Northwest corner of said Lot 148, thence North-northwesterly crossing Lynn Street to the Southeast corner of Lot 7, Ozark Land Company Addition, thence Northerly along the Eastern line of Lots 7, 6, 5, 4, 3, 2, and 1 of said Addition to the Northeast corner of said Lot 1, thence Northerly crossing Division Street to the Southwest corner of Lot 6, Block 4, North Springfield Addition, thence Northerly along the

Western line of Lots 6, 5, 4, 3, 2, and 1 of said Block and Addition to the Northwest corner of said Lot 1, thence Easterly along the Northern line of said Lot 1 to the Northeast corner of said Lot 1, thence Southerly along the Eastern line of Lots 1 through 6 of said Block and Addition to the Southeast corner of said Lot 6, thence Easterly cross Summit Avenue to the Southwest corner of Lot 9, Block 3 of said Addition, thence Easterly along the Southern line of said Lot 9 to the Southeast corner of said Lot 9, thence Southeasterly crossing Division Street to the Northwest corner of Lot 48, Merrimans 1st Addition, thence Southerly along the Western line of Lots 48 & 47 of said Addition.to the Northwest corner of Lot 46 of said Addition, thence Easterly along the Northern line of Lots 46, 27, 22 & 3 (of said Addition crossing Clay and Sherman Avenues to the Northeast corner of said Lot 3, thence Northerly 25' M/L to the Northwest corner of Lot 3, Bigelows Addition, thence Easterly along the Northern line of Lots 3, 15, 27, 39 of said Addition crossing Texas and Frisco Avenues to the Northeast corner of said Lot 39, thence Southeasterly crossing an alley , as it currently exists between Frisco and Hampton Avenues to the Northwest corner Lot 25, A. E. Mitchells Addition, thence Easterly along the Northern line of Lots 25 through 27 of said Addition to the Northeast corner of said Lot 27, thence Southerly along the Eastern line of Lots 27 through 35 of said Addition to the Southeast corner of said Lot 35, thence Westerly 190' M/L to the Northeast corner of Lot 1, Catlin's 2nd Addition, thence Westerly along the Northern line of Lots 1, 2 and the East 1O' M/L of Lot 3 of said Addition to the Northwest corner of the East 1O' M/L of Lot 3 of said Addition being the Eastern Right- of-way of Frisco Avenue, thence Westerly crossing Frisco Avenue to the Northeast corner of Lot 21, Catlin's 2nd Addition, thence Westerly along the Northern line of Said Lot 21 to the Northeast corner of said Lot 21, thence Southerly along the Western line of said Lot 21 to the Southwest corner of said Lot 21., thence Southerly crossing Lynn Street to the Southwest corner of Lynn Street and Frisco Avenue, thence Easterly crossing Frisco Avenue to the Southeast corner of Lynn Street and Frisco Avenue being the Northwest corner of Lot 18, Catlin's 2nd Addition, thence Easterly along the Northern line of Lots 18 through 20 to a point 101 Easterly of the Northeast corner of said Lot 20 being a point on a vacated alley adjacent and East of said Lot 20, thence Southerly following a line 10' M/L Easterly of the Eastern line of said Lot 20 to a point 10' Easterly of the Southeast corner of said Lot 20, thence Southerly 10' M/L, thence Westerly 1O' M/L to a point 10' Southerly of the Southeast corner of said Lot 20 being a point on the center line of a vacated alley adjacent and Southerly of said Lot 20, thence Westerly following said center line of vacated alley located 10' M/L Southerly of said Lots 20, 19, & 18 to a point on the Eastern Right-of-way of Frisco Avenue 10' MIL Southerly of said Lot 18, thence Southeasterly crossing Frisco Avenue to the Northeast corner of Block C, Lamblets Addition, thence Southerly along the Eastern line of said Block C to the Southeast corner of said Block C, thence Westerly along the Southern line of said Block C to the Southwest corner of said Block C, thence Northerly along the Western line of said Block C to the Northwest corner of said Block C, thence Northwesterly crossing Texas Avenue to the Southern line of the Northern half of an alley adjacent North of Block A, Lamblets Addition, thence Westerly along the Southern line of the Northern half of said alley to a point on the Eastern line of Lot 26, Merrimans 2nd Addition 25' M/L Southerly of the Northeast corner of said Lot 26, thence Southerly along the Eastern line of Lots 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, It 14 & 13 of said Addition crossing Calhoun Street to the Southeast corner of said Lot 13, thence South-southeasterly crossing Webster Street to the Northwest corner of Lot 6, Block 15, J. Fairbank's Addition, thence Easterly along the Northern line of said Lot 6 to the Northeast corner of said Lot 6, thence Southerly along the Eastern line of Lots 6 & 5 of said Addition to a point 10' M/L Southerly of Northeast corner of said Lot 5, thence Westerly 140' MIL, thence Southerly 50.5' M/L to a point on the Southern line of said Lot 5, thence Westerly 43' M/L to the Southwest corner of said Lot 5, thence Southerly along the Western line of Lots 4, 3, 2, & 1 of said Block and Addition to the Northwest Right-of-way of the Burlington Northern Railroad as it currently exists, thence Southwesterly along the said Right-of-way crossing Sherman Avenue to the Southeast corner of Lot 60, Merrimans 2nd Addition Amended, thence Westerly along the Southern line of said Lot 60 to the Southeast corner of Lot 61, Block A, Merrimans Subdivision, thence Northerly along the Eastern line of Lots 61 through 63 of said Subdivision to a point 10' M/L Northerly of the Southeast corner of said Lot 63, thence Westerly to a point on the Western line of said Lot 63, 10' M/L Northerly of the Southwest corner of said Lot 63, thence Westerly crossing Clay Avenue to the Northwest corner of Lot 117 of said Subdivision, thence Southerly along the Eastern line of Lots 117 and 118 of said Subdivision to the Southeast corner of said Lot 118, thence Westerly along the Southern line of said Lot 118 to the Southeast corner of Lot 120, Merrimans 2nd Addition Amended, thence Westerly along the Southern line of said Lot 120 to the Southwest corner of said Lot 120 being the point of beginning, all in Springfield,

Greene County, Missouri.

(Location: Area south of Division Street and North of Pythian Street between Summit and Hampton Avenues.)

Except for any part of:

All of Lots 152, 153, and 154 in the Amended Plat of M.H. Merriman's Second Addition to the City of Springfield, Greene County, Missouri. All being in Section 13, Township 29, Range 22 (Area C)

AND

A tract of land lying in Section 13, Township 29, Range 22 in the City of Springfield, Greene County, Missouri, more particularly described as follows. Beginning at the Northwest corner of Lot 132 in the Amended Plat of M.H. Merriman's Second Addition, thence Easterly along the South ROW of Webster Street to the Northeast corner of Lot 106 in the Subdivision of Block A of Merriman's Second Addition, thence Southerly along the West ROW of Clay Avenue to the Southeast corner of Lot 118 in the Subdivision of Block A of Merriman's Second Addition, thence continuing Southerly to the. Southwest corner of the intersection of Pythian Street and Clay Avenue, being a point on the North line of Block 9 of J. D. Fairbanks Addition, thence Westerly along the South ROW of Pythian Street to the Northwest corner of Lot 7 of Block 4 of J. D. Fairbanks Addition, thence Northerly to the Southwest corner of Lot 120 in the Amended Plat of M.H. Merriman's Second Addition, thence continuing Northerly along the East ROW of Summit Avenue to the Point of Beginning except for Lots 129, 130, and 131 of M. H. Merriman's Second Add. Amended (Area D).

C. **District Regulations.**

1. *General Provisions.* Notwithstanding any other provisions of the Springfield City Code to the contrary, the following regulations shall govern and control the use and development of land throughout Urban Conservation District No. 3, known as the Mid-Town Urban Conservation District. Unless otherwise stated herein, the requirements of the applicable underlying zoning district, the Zoning Ordinance, and any other provision of the Springfield City Code shall be applicable to all properties within the Mid-Town Urban Conservation District.

2. *Definitions.*
   a. The following definition shall apply to Urban Conservation District No. 3, the Mid-Town Urban Conservation District:

      University Student Housing. A dwelling or dwellings, owned and operated by a university and located on a lot(s); each dwelling containing one or more dwelling units each of which is totally separated from the others.

   b. The following definitions shall apply to Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area B:

      Floor Area, Gross. The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbies or mall areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

      Guest. Persons who are visiting Drury University on a temporary basis and who are:
      (1) alumni of Drury University;
      (2) faculty;
      (3) staff;

(4) consultants;
(5) friends of faculty or staff; or
(6) persons with an interest in the development or growth of Drury University and their immediate families.

Guest may also include no more than 2 non-Greene County resident students for no more than a total of 7 days in any one academic year when other student housing is temporarily unavailable. Guests do not include other people who are enrolled in any class, seminar, camp or other similar learning experience or function of the college regardless of duration.

3. *Permitted and Conditional Uses.* The underlying zoning districts shall govern all permitted and conditional uses in the Mid-Town Urban Conservation District unless otherwise stated within Sections 4, 5, and 6 of this ordinance.

4. *Non-conforming Uses.* Any existing use in the Mid-Town Urban Conservation District non-conforming under General Ordinance Number 4040 shall have been registered with the Director of Building Development Services by June 1, 1990, or shall otherwise be presumed to be illegal. All non-conforming uses shall adhere to Section 36-1.06.B.

5. *Parking.*
   a. *Off-Street Parking Requirements.* All users shall adhere to the off-street parking requirements in Section 36-7.04 with the exception that no less than three off-street parking spaces shall be provided for each duplex.
   b. *Parking Lot Landscaping.* Parking lots shall be landscaped according to the standards of Section 36-7.05 with the exception that interior landscaping requirements shall apply to parking lots of 20 or more spaces. This provision is applicable to new parking lots or an expansion of an existing parking lot that results in a parking lot that contains 20 or more spaces. Landscaping provisions shall only apply to the expanded portion of existing parking lots.

6. *Site Plan Review.*
   a. Review and approval of a site plan by the ARC shall be required for any new use or a conversion except single-family uses in a single-family dwelling. Notice of any meeting at which such site plan shall be reviewed shall be given to the Mid-Town Neighborhood Association President and representatives of such Association shall be permitted to provide comment on any such site plan prior to any action to approve such site plan by the committee.
   b. Site plans shall be reviewed for their conformity with the following review criteria:
      (1) All fire, health, building, plumbing, and electrical requirements of the City of Springfield are met.
      (2) The proposed site plan does not interfere with easements, roadways, rail lines, utilities, and public or private right-of-way.
      (3) The proposed site plan is not injurious or detrimental to the use and enjoyment of surrounding property.
      (4) The circulation elements of the proposed site plan do not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.
      (5) The proposed site plan will not result in a large increase in traffic through the residential neighborhood.
      (6) The screening of the site provides adequate shielding for nearby uses which may be incompatible with the proposed use.
      (7) The proposed structures or landscaping do not lack amenity in relation to, or are not incompatible with, nearby structures and uses.
      (8) The proposed site plan does not create drainage or erosion problems on or off the site.
      (9) Efforts are made to preserve existing trees on the development site.
      (10) For non-residential developments in proximity to existing residential developments, the following design considerations should be addressed:
         (a) Structures are constructed using materials, surface textures, and colors

similar in nature to surrounding residential development.
(b) Roofs are peaked with the same slope as typical surrounding residential development.
(c) Consideration is given to the scale, orientation, and proportion of surrounding development.

c. Projects whose site plans fail to comply with the criteria, or which will have an adverse impact on the area, shall not be issued a building or occupancy permit until the adverse conditions are mitigated.

D. **Area A Regulations.**

1. *Applicability.* In addition to the district regulations set forth in Section 3 of this Ordinance, the following regulations shall govern and control the use and development of land in Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area A.

2. *Permitted Uses.*
a. Single-family detached, duplex, and single-family semi-detached dwellings.
b. Accessory apartments in owner-occupied single-family detached dwellings, in accordance with Section 36-4.04.C.
c. Accessory uses, as permitted by Section 36-4.04.
d. Churches and other places of worship, including parish houses and Sunday schools, but excluding emergency shelters and temporary outdoor revivals, on a minimum of 2 acres of land, to provide sufficient land area for off-street parking, buffer yards, and proper site design to lessen the impact on adjoining residential neighborhoods.
e. Day care homes in accordance with Chapter 38, Article IX, Springfield City Code.
f. Group homes, custodial.
g. Home occupation uses, as permitted by Section 36-4.04.D.
h. Public and private parks, playgrounds.
i. Temporary uses, as permitted by Section 36-4.03.
j. Non-commercial, not-for-profit residential neighborhood facilities, including indoor and outdoor recreational facilities, community centers, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
k. Transitional housing.

3. *Conditional Uses.* The following conditional uses may be permitted, provided they meet the provisions of, and a conditional use permit (CUP) is issued pursuant to Section 36-2.04:
a. The following uses, provided the existing structure is preserved and was built before January 1, 1940:
(1) Offices, administrative, business, financial, and professional.
(2) Art galleries, libraries, and museums.
(3) Studios for art, dancing, music, photography, interior decorating, or similar course of study.
(4) Day care centers in accordance with Chapter 38, Article IX, Springfield City Code.
(5) Antique shops.
(6) Book or stationery stores.
(7) Clothing boutiques or ready-to-wear shops.
(8) Dry goods or notions stores.
(9) Florists or gift shops.
(10) Tailors.
(11) Bed and breakfast inns.
b. The following uses, provided the use is located on property zoned R-MX2:
(1) University student housing.

(2) Multi-family dwellings.

4. *Refuse Storage.* In addition to the standards of Section 36-8.04, refuse storage shall adhere to the following:
   a. Waste cans, dumpster units, or other forms of litter control and refuse disposal devises approved for use in the City of Springfield shall be placed on the site in a location where they are least visible from a public right-of-way, other than alleys. Each litter control or refuse device shall be enclosed so that no part of the device shall be visible from public right-of-way (except alleys) or from adjoining properties.

5. *Signs.* All signage shall meet the standards of Article 9 unless otherwise modified herein:
   a. *Size.* A maximum of 16 square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed 16 square feet. A single-sided detached sign shall not exceed 16 square feet.
   b. *Height.* No detached sign shall exceed a height of 5 feet above the ground area upon which it is located.
   c. *Location.* Wall signs shall be attached in a manner and in a location which does not obscure significant architectural features of the structure.
   d. *Sign Types.* Only on-premises signs are allowed in Area A.

E. **Area B Regulations.**

1. *Applicability.* In addition to the district regulations set forth in Section 3 of this Ordinance, the following regulations shall govern and control the use and development of land in Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area B.

2. *Permitted Uses.*
   a. Administrative and faculty offices.
   b. Classrooms.
   c. Meeting rooms.
   d. Galleries and studios.
   e. Religious services.
   f. Social activities.
   g. Parking as an accessory use to other permitted uses.
   h. The existing house may be used as housing for guests, not students, of the College.
   i. Churches.

3. *Use Limitations.*
   a. All activities or permitted uses, except vehicle parking, shall be conducted within a completely enclosed building.
   b. Screening and fencing shall be provided in accordance with Section 36-8.04.
   c. The existing house is a contributing structure in the Mid-Town National Register Historic District. Exterior modifications to it shall meet the Secretary of Interior's standards for historic preservation.
   d. Hours of operation for classes shall be from 7:00 A.M. until 8:00 P.M.
   e. A resident manager shall be provided for the guest house.

4. *Intensity of Development.* The maximum amount of gross floor area shall not exceed what exists at the time of the passage of this Ordinance as shown on Exhibit 1.

5. *Bulk, Area, and Height Requirements.* All structures, drives, parking, open space, and pedestrian facilities shall be situated in conformance with their locations at the time of

passage of this amendment. There shall be no reductions in the amount of open space that is shown on Exhibit 1.

6. *Access to Public Thoroughfares.* Access to the adjoining public thoroughfares shall be situated in conformance with Exhibit 1.

7. *Off-Street Parking.*
   a. No additional parking is required, and the number of existing parking spaces shall not be reduced to below what exists at the passage of this Ordinance. It is the intent of this Ordinance that any additional parking required for this property shall be provided by Drury University's other parking facilities.
   b. Parking shall be restricted by permit issued by Drury University and shall be limited to those in attendance at activities on this property permitted by this Ordinance. Parking for the guest house shall be limited to those spaces north of that building.

8. *Signs.* All signage shall meet the standards of Article 9 unless otherwise modified herein:
   a. Drury University is permitted one freestanding site identification sign. Maximum effective area is 50 square feet and maximum height is 8 feet above finished grade.

9. *Refuse Storage.* In addition to the standards of Section 36-8.04, refuse storage shall adhere to the following:
   a. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices shall be placed where they are least visible from a public street or adjoining properties. Screening of these devices, in the form of sight-proof fence or wall shall be provided. These devices may not occupy the parking spaces required by this exhibit.

10. *Exterior Lighting.* All exterior lighting shall meet the standards of Section 36-8.07, and the developers shall submit a lighting plan with the final development plan demonstrating compliance with said section.

11. *Amendments.* Amendments to Area B's final development plan are not permitted more often than once every 60 months. In addition to the requirements of Section 36-2.01, written notice of any proposed amendment shall be provided by first class mail at the cost of the property owner for each record owner of all property within 1,000 feet of the property within this Area.

12. *Final Development Plan.*
   a. No building or other permits may be issued for development permitted in Area B until the final development plan has been approved in the manner described in this subsection.
   b. A final development plan showing conformance with the requirements of this section shall be submitted to the Department of Planning and Development and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any uses or improvements permitted or required by this exhibit.
   c. The Administrative Review Committee (ARC) is hereby authorized to, acting jointly, approve the final development plan(s) provided such plan substantially conforms to the provisions of this Ordinance.
   d. The ARC is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

e. Any uses with the Area other than those specifically prescribed by the Ordinance.
f. Any increase in the intensity of use permitted within the Area.
g. Any deviation from the height and setback standards prescribed by the Ordinance.
h. Any reduction in the required parking prescribed by the Ordinance.

F. **Area C Regulations.**

1. *Applicability.* In addition to the district regulations set forth in Section 3 of this Ordinance, the following regulations shall govern and control the use and development of land in Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area C:

2. *Permitted Uses.*
   a. University student housing.
   b. Single-family detached dwellings.

3. *Design Considerations.* Design of the residential structures in this area shall be of a scale consistent with single-family development in the neighborhood. Large apartment buildings are inappropriate. Development of this area shall consist of detached structures with one or more dwelling units per structure, not to exceed the overall permitted density of the underlying zoning district.

G. **Area D Regulations.**

1. *Applicability.* In addition to the district regulations set forth in Section 3 of this Ordinance, the following regulations shall govern and control the use and development of land in Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area D:

2. *Access.* Vehicular access to parcel(s) in Area D shall be limited Summit Avenue. Vehicular access to said parcels shall not be permitted from Clay Avenue or Webster Street. The standards in this subsection are not applicable to any parcels that are developed for single-family use and have frontage on Clay Avenue or Webster Street.

3. *Buffer Yards.*
   a. Parcels abutting Clay Avenue and separated from a single-family use or zoning district by a street right-of-way shall, at a minimum, adhere to the standards of Buffer yard Type III as established in Section 36-8.04. The buffer yard shall be installed when a building permit is issued for said parcel(s).
   b. Parcels abutting Webster Street and separated from a single-family use or zoning district by a street right-of-way shall, at a minimum, adhere to the standards of Bufferyard Type II as established in Section 36-8.04. The bufferyard shall be installed when a building permit issued for said parcel(s).
   c. The standards in this subsection are not applicable to any parcels that are developed for single-family use.

H. **Exhibits.**

Table 10-1: Mid-Town UCD Summary of Ordinances

G.O. #	*Date*	*Subject*
4040	06/05/89	Created Urban Conservation District #3, the Mid-Town Urban Conservation District
4060	07/31/89	Designated Area B and enacted regulations allowing accessory apartments in Area B.
4762	12/15/97	Designated Area C and enacted special regulations for the use and development of land in Area C.
5216	09/23/02	Repeals all previous ordinances and enacts a new Urban Conservation District #3, the Mid-Town Urban Conservation District including sub-areas A, B, C, D, and E.

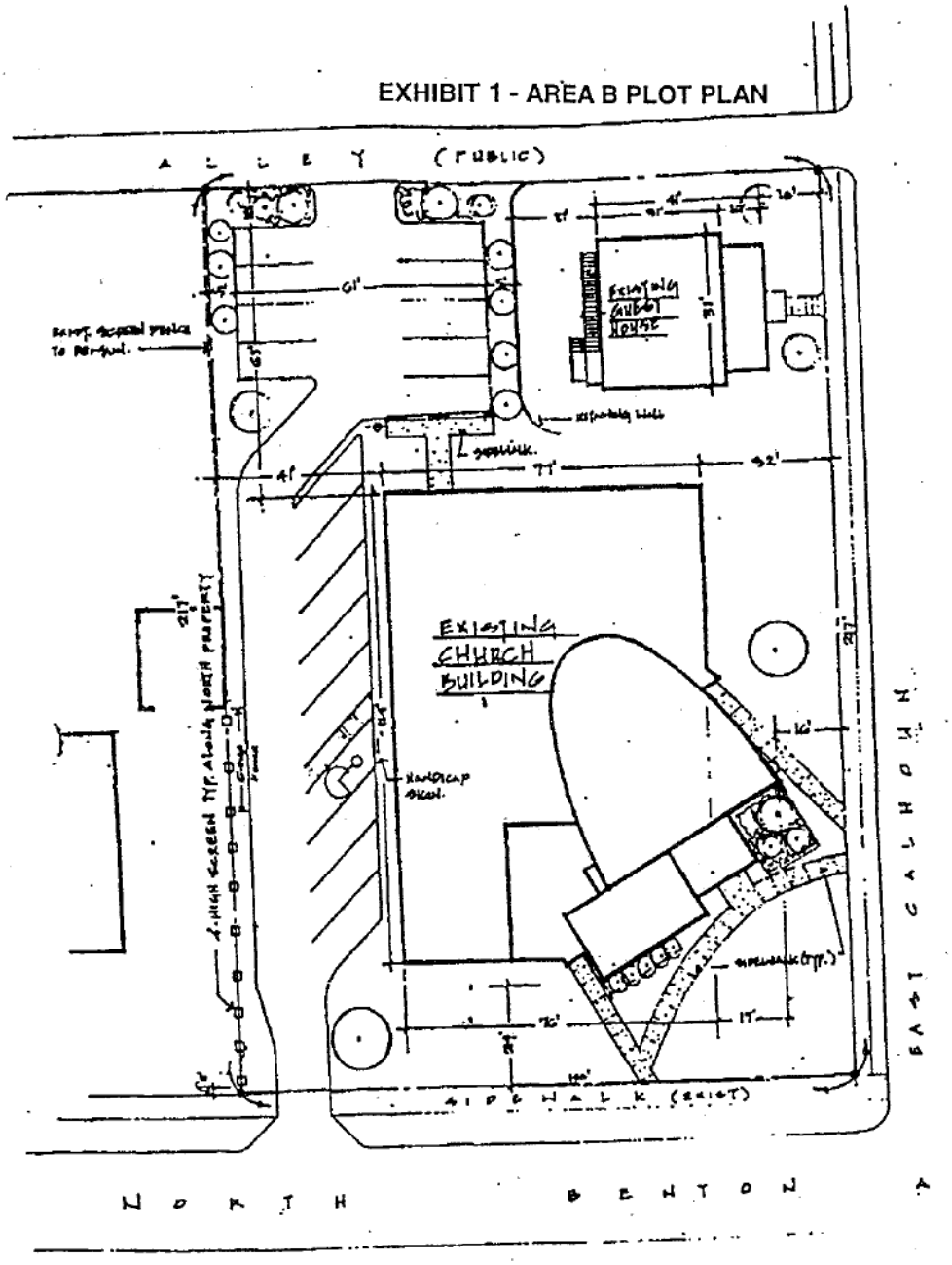


EXHIBIT 1 - AREA B PLOT PLAN
ALLEY (PUBLIC)
EXISTING CHURCH BUILDING
SIDEWALK (EXIST)
NORTH BENTON AVE.
EAST CALHOUN
NORTH

PLOT PLAN

17

Zoning & Subdivision Report

Planning & Development - 417/864-1611
840 Boonville Avenue - Springfield, Missouri 65801

Zoning Case Z-19-2002 (Amending Mid-Town Urban Conservation District)

Location: 2-1100 blocks E. Chestnut Expressway and Commercial, 8-1700 blocks N. Boonville and National

Existing Zoning: UCD #3

LOCATION SKETCH

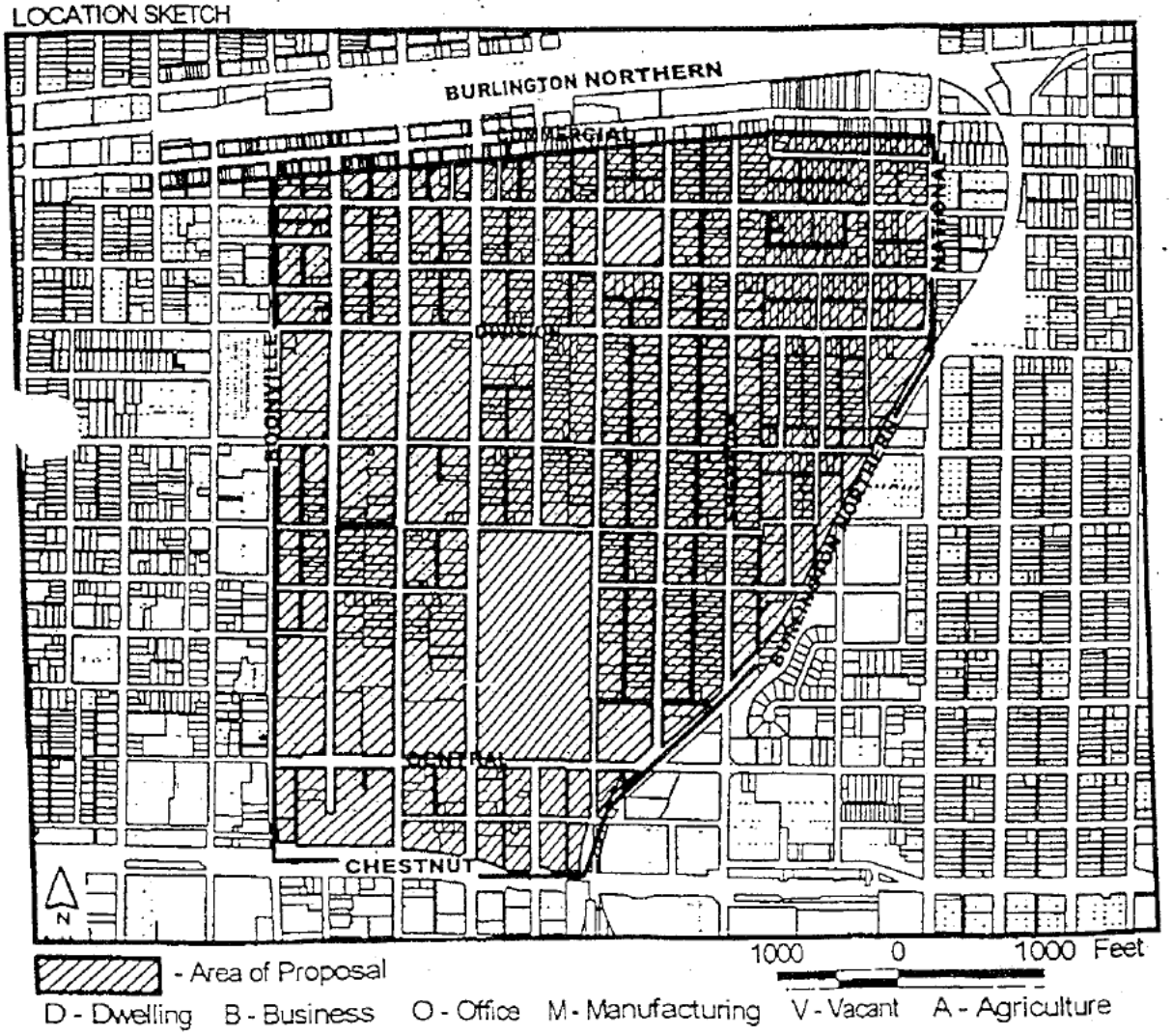


Exhibit 2
Z-19-2002
Mid-Town UCD
Sub Areas
N
Parcels
Lot Lines
Sub Areas
UCD 3 A
UCD 3 B
UCD 3 C
UCD 3 D
UCD 3 E
A
B
C
D
E
Drury
University
Planning & Development Department
City of Springfield, Missouri
36

36-10.04 Phelps Grove Urban Conservation District

The following described property is designated as Urban Conservation District No. 4, to be known as the Phelps Grove Urban Conservation District, which district shall be subject to the provisions set forth in Section 4-2300, Urban Conservation District, of the Land Development Code, and the regulations set forth herein; said district shall be shown on the District maps and is described as follows:

A. **Phelps Grove Urban Conservation District Legal Description.**

Part of Section 25, Township 29 North, Range 22 West, in the City of Springfield, Greene County, Missouri described as follows:

All of Waverly Place Addition except Block A and Lots 8, 10, 11, 12, 13, 14, and 15 of Block B; All of Normal Park Addition except Block 1, and Lots 9 and 1o of Block 4; All of Roanoke Subdivision; All of Morningside Subdivision; All of Marlborough Subdivision; All of Amended Plat of Jefferson Place Subdivision; All of Blocks A, B, C, D, and E of Phelps Park Terraces; All of Plot A, all of Plot C, and all of Lots 9 through 14 and Lot 18 of Phelps Grove Park Subdivision; And all of Colonial Place Addition. AND ALSO, Beginning 562 feet South of the Northeast Corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 25, Township 29, Range 22; thence South 132 feet to the Northeast corner of Lot 1 in Block "D" of Waverly Place Addition, thence West 330 feet along the north line of said Block "D" to a point 23 feet west of the Northwest corner of Lot 10 of said Block "D", thence North 132 feet, thence East 330 feet to the. point of beginning.

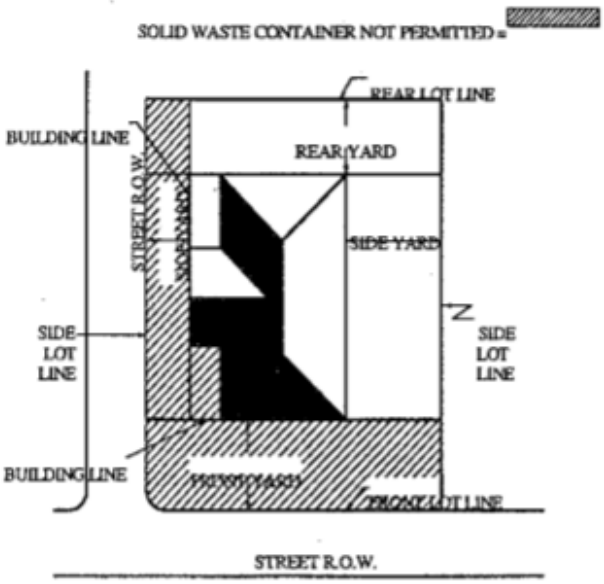
B. **District Regulations.** Notwithstanding any other provision of the Springfield City Code to the contrary, the following regulations shall govern and control the use and development of land throughout Urban Conservation District No. 4, known as the Phelps Grove Urban Conservation District. Unless otherwise stated herein, the requirements of the applicable underlying zoning district, the Zoning Ordinance, and any other provision of the Springfield City Code shall be applicable to all properties within the Phelps Grove Urban Conservation District.

1. *Renting Sleeping Rooms and Serving Meals.* Renting sleeping rooms and serving meals to not more than two persons not members of the family owning and occupying the dwelling unit, provided one off-street parking space is provided for each person, is a permitted home occupation.

2. *Accessory Apartments.* Accessory apartments are prohibited.

3. *Solid Waste Containers.*
   a. Solid waste containers shall not be placed at the curb earlier than the evening preceding collection and shall be removed within 24 hours after being placed at the curb. The person placing the solid waste container and/or the owner of the property where the contents have been generated shall be responsible for any violation of this subsection.
   b. Solid waste containers, unless placed at the curb for collection in accordance with subsection 2.C.1, are prohibited from the front yard (Figure 1).
   c. Solid waste containers, unless placed at the curb for collection in accordance with subsection 2.C.1, or visually screened by a solid fence or wall not less than the height of the solid waste container, are prohibited from the following additional portions of a lot or tract of land (Figure 1):
      (1) Any portion of a lot between the street and a side building line, and extending from the front yard to the rear lot line.
      (2) Any portion of a lot located between a front yard, a side yard adjacent to a street, and a recessed portion of a building facade.

Figure 10-2 Solid Waste Containers



4. *Non-Conforming Lots of Record. In* the R-SF, Single-Family Residential District, notwithstanding the regulations imposed by any other provision of this article, a single-family detached dwelling which complies with the restrictions in Section 36-1.06.E may be erected on a lot that:
   a. Is shown by a recorded plat or deed to have been created prior to December 5, 1956, when the creation of a lot of such dimension at such location would not have been prohibited by article; and
   b. Fronts on a local or collector street or can be provided with vehicular access via an alley or an access easement; and
   c. Is not less than 40 feet in width and that consists entirely of a tract of land, or an existing single-family dwelling sited on a tract of land less than 40 feet in width, may be replaced per the non-conforming Section 36-1.06. Off-street parking shall not be required when on-street parking is available within 200 feet of the subject property on a street with a minimum pavement width of 24 feet.

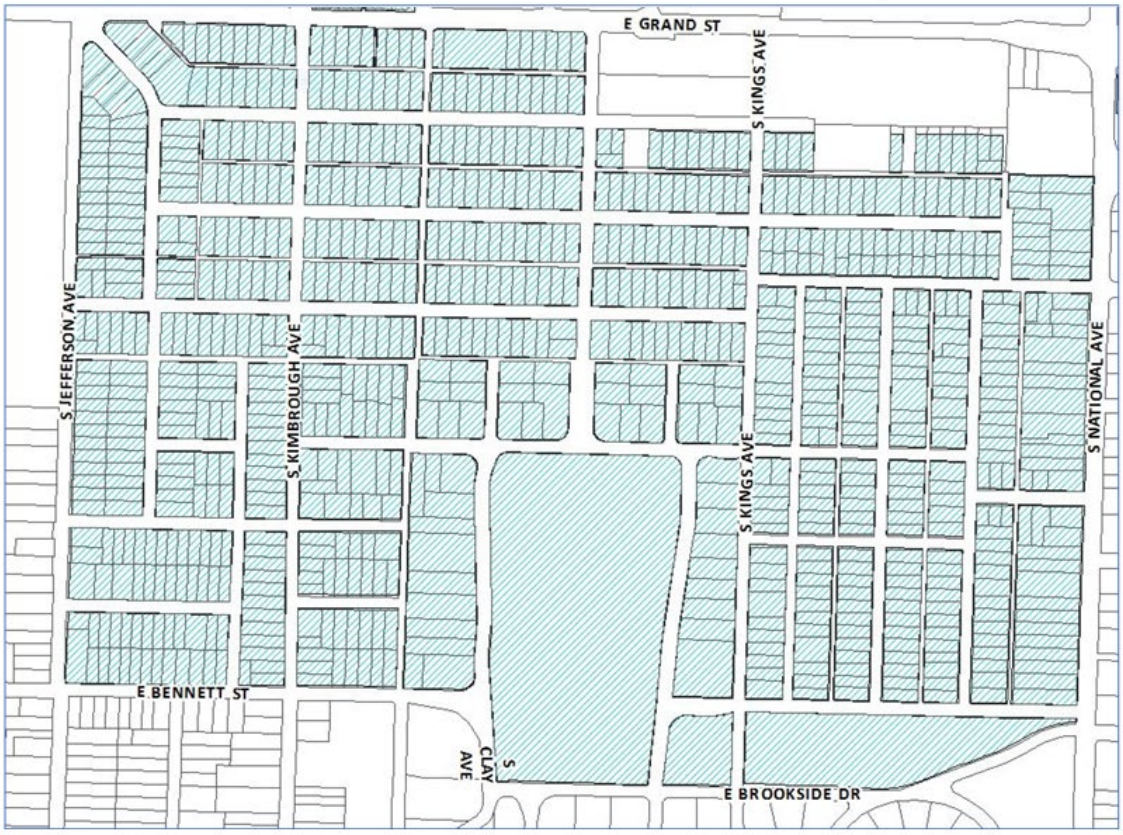
5. *Enforcement.* Any person who shall occupy a premises as lessee or licensed operator shall be jointly and severally responsible for compliance with the provisions of this Ordinance in the same manner as the owner.

C. **Exhibits.**

Table 10-2: Phelps UCD Summary of Ordinances

G.O. #	Date	Subject
4679	03/03/97	Created Urban Conservation District #4, the Phelps Grove Urban Conservation District.
5082	05/29/01	Repealed G.O. #4679. Revised the Urban Conservation District to conform with City Code.
6517	04/22/19	Replaced G.O. #5082. Amended the Urban Conservation District to create a new subsection D, regarding minimum lot width for non-conforming lots of record.

Phelps Grove Urban Conservation District



36-10.05 Rountree Urban Conservation District

The property described in this section is designated as Urban Conservation District No. 2. Urban Conservation District No. 2 shall also be known as and depicted on maps as the Rountree Urban Conservation District. Property in the Rountree Urban Conservation District shall be subject to the provisions herein and in Section 36-403, Urban Conservation District, of the Springfield Land Development Code. The Rountree Urban Conservation District is described as follows:

A. **Rountree Urban Conservation District Legal Description.** Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of the north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of the east line of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right- of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 15 of Block 1 in said Chamberlain's Addition; thence north to the southwest corner Lot 9 of Block 1 in said Chamberlain's Addition; thence north 100.0 feet along the west line of said Lot 9; thence east to the east line of Lot 7 of Block 1 in said Chamberlain's Addition, to a point 100.0 feet north of the southeast corner of said Lot 7, being on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition; thence east to the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence northeasterly, perpendicular from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, said point being the westerly extension of the north line of Lot 7 in Arlington Heights, as recorded; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west half of Lot 3 in said Arlington Heights; thence south along the east line of the west half of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and Lot 35 to a point 10.0 feet east of the west line of said Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the

east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right- of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in said Burk's Subdivision being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the northerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the southerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right- of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as

recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west along the south line of Lot 4 and 12 in said Home Place Addition to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west along the south line of said Lot 13 and Lots 1 through 6 of Block 1 in said Sanford Place to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

B. The following subareas are hereby established within the Rountree Urban Conservation District, to be known as Subareas A, B, C, D, E, and F. These subareas are described as follows:

1. *Subarea A.* Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 4.5 feet east of the southeast corner of said Lot 9 in O.H. Mitchell's Addition, being on the north right-of-way line of Elm Street; thence south to the northeast corner of Lot 9 in Elmwood Ralph Walkers Subdivision as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of Elmwood Ralph Walkers Subdivision to the southeast corner of Lot 8 in said Elmwood Ralph Walkers Subdivision, being on the north right-of-way line of Cherry Street; thence southeasterly to the northeast corner of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of Lot 12 in George M. Jones 1st Addition, as recorded, being on the south right-of-way line of Cherry Street; thence south along the east line of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of said Lot 12 in George M. Jones 1st Addition to the north line of Lot 3 in Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point 3.75 feet west of the northeast corner of Lot 1 in said Noland Subdivision; thence south to a point 3.75 feet west of the southeast corner of said Lot 1, being on the north right-of-way line of Harrison Street; thence west along said north right-of-way line of Harrison Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

   And also the following;

   Beginning at a point 80.0 feet east of the northwest corner of Lot 8 in George M. Jones 1st Addition, as recorded, being on the east right-of-way line of National

Avenue, and the south right-of-way line of Page Street; thence east along said south right-of-way line of Page Street, to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point on the north line of the south 208.33 feet of said Lot 8; thence west along said north line to a point 456.0 feet west of the east right-of-way line of National Avenue; thence south to a point 456.0 feet west of the west right-of-way line of National Avenue on the north right-of-way line of Belmont Street; thence southwesterly to the northeast corner of Lot 12 in Normal View Place, as recorded, being on the south right-of-way line of Belmont Street; thence south along the east line of said Lot 12 to the southeast corner of said Lot 12; thence south to the northeast corner of Lot 17 in said Normal View Place; thence east along the easterly extension of the north line of said Lot 17 to a point on the west line of Lot 21 in said Normal View Place; thence south along the west line of said Lot 21 and Lot 20 in said Normal View Place, to the northwest corner of Lot 19 in said Normal View Place; thence east along the north line of said Lot 19 to the northeast corner of the west 49.83 feet of said Lot 19; thence south to a point 49.83 feet east of the southwest corner of Lot 18 in said Normal View Place, on the north right-of-way line of Grand Street; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

2. *Subarea B.* Beginning at the northwest corner of Lot 1 in Wells Place, as recorded, being on the east right-of- way line of National Avenue, and the south right-of-way line of Harrison Street; thence east along said south right-of-way line of Harrison Street, to the northeast corner of said Lot 1 in Wells Place; thence south along the east line of Lots 1 through 8 in said Wells Place to the southeast corner of said Lot 8, also being the northeast corner of Lot 1 in Lena V. Taylor Addition, as recorded; thence south along the east line of Lots 1 through 4 in said Lena V. Taylor Addition to the southeast corner of said Lot 4, also being the northeast corner of Lot 1 in Madison Place, as recorded; thence south along the east line of Lots 1 through 4 in said Madison Place to the southeast corner of said Lot 4, being on the north right-of-way line of Madison Street; thence south to the northeast corner of Lot 1 in Andrus Place, as recorded, being on the south right-of-way line of Madison Street; thence south along the east line of Lots 1 through 6 in said Andrus Place to the southeast corner of said Lot 6, also being the northwest corner of Lot 10 in said Andrus Place; thence east along the north line of said Lot 10 to the northeast corner of said Lot 10, being on the west right-of-way line of McCann Avenue; thence south along said west right-of-way line to the southeast corner of Lot 9 in said Andrus Place, being on the north right-of-way line of Page Street; thence west along said north right-of-way line of Page Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

3. *Subarea C.* Beginning at the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, as recorded, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence perpendicular, northeasterly from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly, parallel with said westerly right-of-way line, a distance of 140.0 feet; thence southwest 25.0 feet perpendicular to said westerly right-of-way line; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line, to a point on the west right-of-way

line of Weller Avenue, said point being the northeast corner of Lot 1 of Block 2 in Pickwick Place, as recorded; thence south along said west right-of-way line of Weller Avenue, to the southeast corner of Lot 2 of Block 2 in said Pickwick Place; thence west along the south line of said Lot 2 to the centerline of the alley vacated in Book 29 at Page 491 in said Block 2 ; thence south along the centerline of said vacated alley to the intersection of the easterly extension of the south line of Lot 18 of Block 2 in said Pickwick Place; thence west along said south line of said Lot 18 of Block 2 and its easterly extension, to the southwest corner of Lot 6 of Block 3 in said Pickwick Place; thence north along the west line of Lots 6, 5, and 4 of Block 3 in said Pickwick Place, to the northwest corner of said Lot 4; thence west to the southeast corner of Lot 15 of Block 3 in Pickwick Place; thence west along the south line of said Lot 15 to the southwest corner of said Lot 15, on the east right-of-way line of Fremont Avenue; thence north along the east right-of-way line of Fremont Avenue to the northwest corner of Lot 13 of Block 3 in said Pickwick Place, on the south right-of-way line of Cherry Street; thence northwesterly to the southwest corner of Lot 12 of Block 2 in Chamberlain's Addition, being on the north right-of-way line of Cherry Street; thence north along the west line of said Block 2 in said Chamberlain's Addition to the northwest corner of Lot 14 in said Chamberlain's Addition, being on the south right-of-way line of Elm Street; thence northeasterly to the southwest corner of Lot 20 of Block 1 in said Chamberlain's Addition, on the north right-of-way line of Elm Street and the east right-of-way line of Fremont Avenue; thence north along said east right-of-way line to the point of beginning.

4. *Subarea D.* Beginning at a point 4.5 feet east of the southeast corner of Lot 9 in O.H. Mitchell's Addition, as recorded, being on the north right-of-way line of Elm Street; thence north along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of said north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of- way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition, on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the southeast corner of said Lot 18, on the north right-of-way line of Elm Street; thence southeasterly to the northeast corner of Lot 1 in the Amended Plat of Walkers Second Subdivision, as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of said Amended Plat of Walkers Second Subdivision to the southeast corner of Lot 14 in said Amended Plat of Walkers Second Subdivision, being on the north right-of-way line of Cherry Street; thence southwesterly to the intersection of the south right-of-way line of Cherry Street and the west right-of-way line of Fremont Street; thence south along said west right-of-way line of Fremont Avenue to the northeast corner of Lot 23 in Zobeth, as recorded; thence west along the north line of Lots 23 through 11 and its westerly extension to a point 11.25 feet west of the northwest corner of said Lot 11 in Zobeth, being on the east right-of-way line of Kickapoo Avenue; thence northwesterly to a point 164.0 feet south of the north line of Lot 12 in George M. Jones First Addition, as recorded, being on the west right-of-way line of Kickapoo Avenue; thence west along the south line of the north 164.0 feet of said Lot 12 to a

point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point 184.0 feet south of the north line of said Lot 12; thence west along the south line of the north 184.0 feet of said Lot 12 to a point on the west line of the west 200.0 feet of said Lot 12; thence south to the northeast corner of Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point on the west line of the east 259.9 feet of the north 208.33 feet of said Lot 12 in George M. Jones First Addition; thence north to a point 259.9 feet west of the north east corner of said Lot 12 in George M. Jones First Addition, being on the south right-of-way line of Cherry Street; thence northwesterly to the southeast corner of Lot 8 in Elmwood Ralph Walkers Subdivision, as recorded, being on the north right-of-way line of Cherry Street; thence north along the east side of said Elmwood Ralph Walkers Subdivision to the northeast corner of Lot 9 in said Elmwood Ralph Walkers Subdivision, being on the south right-of- way line of Elm Street; thence north to the point of beginning.

5. *Subarea E.* Beginning at the northwest corner of Lot 16 of Block 3 in Pickwick Place, as recorded, on the east right-of-way line of Fremont Avenue; thence east along the north line of said Lot 16 and its easterly extension to the northwest corner of Lot 4 of Block 3 in said Pickwick Place; thence south along the west line of Lots 4, 5 and 6 of said Block 3 to the northwest corner of Lot 7 of said Block 3; thence east along the north line of said Lot 7 and the north line of Lot 19 of Block 2 in said Pickwick Place and its easterly extension to the centerline of an alley vacated in Book 29 at Page 491 in said Block 2; thence north along said centerline to the westerly extension of the south line of Lot 2 of said Block 2; thence east along said westerly extension and south line of Lot 2 to the southeast corner of said Lot 2, on the west right-of-way line of Weller Avenue; thence northeasterly to the intersection of the west line of Lot 14 of Block 1 in said Pickwick Place and the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company, being on the east right-of-way line of Weller Avenue; thence southeasterly, along said westerly right-of-way line to the intersection with the north line of the south 150.0 feet of the east 50.0 feet of Lot 7 of Block 1 in Philips' Addition, as recorded; thence west along said north line to a point on the west line of the east 50.0 feet of said Lot 7; thence south along said west line to a point 50.0 feet west of the southeast corner of said Lot 7, on the north right-of-way line of Monroe Terrace; thence southeasterly to a point 30.0 feet west of the northeast corner of Lot 19 of Block 2 in said Philips' Addition, on the south right-of-way line of Monroe Terrace; thence south to a point 30.0 feet west of the southeast corner of said Lot 19; thence west along the south line of said Lot 19 to a point 20.0 feet east of the northwest corner of Lot 7 of Block 2 in said Philips' Addition; thence south to a point 20.0 feet east of the southwest corner of said Lot 7, on the north right-of-way line of Madison Street; thence southeasterly to the northeast corner of Lot 5 in Rollston-Luster Place, on the south right-of-way line of Madison Street; thence south along the east line of said Lot 5 to the southeast corner of said Lot 5; thence west along the south line of said Lot 5 to a point 250.0 feet east of the east right-of-way line of Delaware Street; thence south to a point to a point 250.0 feet east of the east right-of-way line of Delaware Street on the north right-of-way line of Page Street, a private street; thence southeasterly to a point on the south right-of-way line of Page Street, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence south to a point on the north side of a 15.0 foot alley as shown on First Addition to Parkhazel Addition, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence southwesterly, to the northwest corner of Lot 117 in said First Addition to Parkhazel Addition, on the south side of said 15.0 foot alley; thence south along the west line of said Lot 117 to the southwest corner of said Lot 117, on the north right-of-way line of Lombard Street: thence southeasterly to the northeast corner of

Lot 24 in Parkhazel Addition, as recorded, on the west right- of-way line of Fairway Avenue; thence south along said west right-of-way line to the southeast corner of Lot 13 in said Parkhazel Addition, on the north right-of-way line of Grand Street; thence south to the northeast corner of Lot 11 in Country Club District, as recorded, on the south right-of- way line of Grand Street; thence south along the east line of said Lot 11 to a point on the south line of the north 150.0 feet of said Lot 11; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west to the southwest corner of said Lot 12, being on the east right- of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right- of-way line of Grand Street to a point 49.83 feet east of the southwest corner of Lot 18 in Normal View Place; thence north to a point 49.83 feet east of the northwest corner of Lot 19 on said Normal View Place; thence west along the north line of said Lot 19 to the northwest corner of said Lot 19; thence north along the west line of Lot 19 through 24 to the northwest corner of said Lot 24, on the south right-of-way line of Belmont Street; thence northeasterly to a point on the north right-of-way line of Belmont Street, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point on the north line of the south 208.33 feet in Lot 8 of George M. Jones Addition, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along said north line to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue on the south right- of-way line of Page Street; thence northwesterly to the southeast corner of Lot 24 in Andrus Place, as recorded, on the north right-of-way line of Page Street; thence west along said north right-of-way line to the southeast corner of Lot 9 in said Andrus Place, on the west right-of-way line of McCann Avenue; thence north along said west right-of-way line to the northeast corner of Lot 10 in said Andrus Place; thence west along the north line of said Lot 10 to the northwest corner of said Lot 10; thence north along the west line of Lots 11 through 16 in said Andrus Place to the northwest corner of said Lot 16 on the north right-of-way line of Madison Street; thence north to the southwest corner of Lot 5 in Madison place, as recorded, on the north right-of-way line of Madison Street; thence north along the west line of Lots 5 through 8 in said Madison Place to the northwest corner of said Lot 8, also being the southwest corner of Lot 5 in Lena V. Taylor Addition, as recorded; thence north along the west line of Lots 5 through 8 in said Lena V. Taylor Addition to the northwest corner of said Lot 8, also being the southwest corner of Lot 9 in Wells Place, as recorded; thence north along the west line of Lots 9 through 16 in Wells Place to the northwest corner of said Lot 16, on the south right-of-way line of Harrison Street;

thence north to the southwest corner of Lot 41 in said Wells Place, on the north right-of-way line of Harrison Street; thence east along said north right-of-way line to a point 3.75 feet west of the southeast corner of said Lot 1 in Noland Subdivision; thence north to a point 3.75 feet west of the northeast corner on the north line of said Noland Subdivision; thence east along said north line to the northeast corner of Lot 4 in said Noland Subdivision; thence north to the south line of the north 184.0 feet of Lot 12 in George M. Jones First Addition, as recorded, being 211.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along the south line of the north 184.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 164.0 feet south of said Lot 12; thence east along the south line of the north 164.0 feet of said Lot 12 to the west right-of-way line of Kickapoo Avenue; thence southeasterly to a point 11.25 feet west of northwest corner of Lot 11 in Zobeth, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence east to the northeast corner of Lot 23 in said Zobeth, on the west right-of-way line of Fremont Avenue; thence northeasterly to the point of beginning.

6. *Subarea F.* Commencing at the northwest corner of Lot 7 in Arlington Heights, as recorded; thence west on a line of the westerly extension of the north line of said Lot 7, to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, for the point of beginning; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west 52.0 feet of Lot 3 in said Arlington Heights; thence south along the east line of the west 52.0 feet of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and the north line of the west 10.0 feet of Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of the east 40.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the southeast corner of said Lot 19, being on the north right-of-way line of Elm Street; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of- way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast

corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of- way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in Burk's Subdivision, as recorded, being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12 in Burks's Subdivision; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the westerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right- of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of said Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 11 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 11; thence north along the west line of said Lot 11 to the northwest corner of said Lot 11, being on the south right-of-way line of Grand Street; thence northeasterly to the intersection of the north right-of-way line of Grand Street and the east right-of-way

line of Fairway Avenue, being the southwest corner of Lot 72 in said Parkhazel Addition; thence north along said east right-of-way line of Fairway Avenue to the south right-of-way line of Lombard Street, being the northwest corner of Lot 25 in said Parkhazel Addition; thence north to the north right-of-way line of Lombard Street, being on the south line of Lot 116 in First Addition to Parkhazel; thence west along said north right-of-way line to the southwest corner of Lot 117 in said First Addition to Parkhazel; thence north along the west line of said Lot 117 to the south line of a 15.0 foot alley on the north side of said First Addition to Parkhazel, being the northwest corner of said Lot 117; thence northeasterly to a point on the north line of said 15.0 foot alley, said point being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence north to a point on the south line of Page Street, a private street, being 280.0 feet east of said Delaware Avenue; thence northwesterly to a point on the north line of Page Street, a private street, being 250.0 feet east of the east right-of-way line of Delaware Street; thence north to a point being 250.0 feet east of the east right-of-way line of Delaware Street on the south line of Lot 5 in Rollston-Luster Place, as recorded; thence east along the south line of said Lot 5 in Rollston-Luster Place to the southwest corner of Lot 6 in said Rollston-Luster Place; thence north along the west line of said Lot 6 to the northwest corner of said Lot 6 on the south right-of-way line of Madison Street; thence northwesterly to the southwest corner of the east 40.0 feet of Lot 7 of Block 2 in Philips' Addition, as recorded, being on the north right-of-way line of Madison Street; thence north along the west line of the east 40.0 feet of said Lot 7 of Block 2 in Philips' Addition to a point on the north line of said Lot 7, being 40.0 feet west of the northeast corner of said Lot 7; thence east along the north line of said Lot 7 to a point 30.0 feet west of the northeast corner of said Lot 7; thence north along the west line of the east 30.0 feet of Lot 19 of Block 2 in said Philips' Addition to a point 30.0 feet west of the northeast corner of said Lot 19, being on the south right-of-way line of Monroe Terrace; thence northwesterly to a point 50.0 feet west of the southeast corner of Lot 7 of Block 1 in said Philips' Addition, on the north right-of-way line of Monroe Terrace; thence north along the west line of the east 50.0 feet of the south 150.0 feet of said Lot 7 of Block 1 in said Philips' Addition; thence east along the north line of the east 50.0 feet of the south 150.0 feet of said Lot 7 to the intersection with the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence northeasterly and perpendicular to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence along said easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company to the point of beginning.

And also the following;

All of the south 100.0 feet of Lots 7 through 9 of Block 1 in Chamberlain's Addition, as recorded.

C. **Rountree Urban Conservation District Zoning Regulations.**

1. *Applicability*.

a. The extent to which compliance with the regulations herein is required shall be as follows:

(1) All new development requires full and complete compliance with all applicable regulations;

(2) Expansion or enlargement of an existing building (not to exceed 30% of the total floor area) shall be exempt from the building and lot standards and design standards;

(3) Redevelopment which replaces an existing building in the same footprint (within 10%) shall not be required to meet parking setback requirements

within Subarea C;

(4) Any change of use of a property requires compliance with all parking and loading, screening, fencing, and signage standards;

(5) Facade changes to existing building require compliance with all applicable facade regulations;

(6) In the event that a dwelling existing as of June 5, 2023, is subsequently destroyed or damaged, that dwelling may be reconstructed or repaired in substantial conformance with its location on the lot, size, and general appearance prior to such destruction or damage without requiring compliance with these regulations, provided that such plans for the reconstruction or repair must be submitted to the PD Director for determination of such substantial conformance.

2. *General Provisions.* These regulations shall supplement the Zoning Ordinance and shall, together with the Zoning Ordinance, govern and control the use and development of land throughout the Rountree Urban Conservation District. In the event of a conflict between these regulations and the Zoning Ordinance for property in the Rountree Urban Conservation District, these regulations shall control. In the event of a conflict between these regulations and provisions in an individual planned development district in the Rountree Urban Conservation District, the provisions of the planned development shall control.

3. *Permitted and Conditional Uses.* Only those uses stated within Section 36-10.07.D.1 and Section 36-10.07.H.1 herein shall be permitted by right or conditional use permit.

4. *Non-Conforming Uses.* Any use in the Rountree Urban Conservation District non-conforming under General Ordinance 3645 shall have been registered with the BDS Director by July 1, 1986. Any uses not registered by that date shall be presumed illegal. Non-conforming uses shall adhere to Section 36-1.06.B.

5. *Site Plan Review.*

a. *Applicability.* The site plan review and approval process set forth in Section 36-2.03 shall be required for any permitted, accessory, or conditional uses in the Rountree Urban Conservation District. No activities or uses, except for temporary uses allowed in the District, shall be exempt from this requirement.

b. *Submittal Requirements.* In addition to the requirements set forth in Section 36-2.03, the applicant shall be required to submit a building elevation plan showing the height, facade, exterior building materials, signage, and window specifications for all proposed building within Subareas A through D.

c. *Review Criteria.* In addition to the review criteria set forth in Section 36-2.03, the site plan review process shall include a review of whether the proposed development aligns with the Rountree Neighborhood Plan, including conformity with the following review criteria:

(1) Existing buildings proposed to be converted to another use must meet all fire, health, building, plumbing, and electrical requirements of the City.

(2) The proposed site plan does not interfere with easements, roadways, rail lines, utilities, and public or private right-of-way.

(3) The proposed site plan is not injurious to or detrimental to the use and enjoyment of surrounding property.

(4) The circulation elements of the proposed site plan do not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconveniences to vehicular and pedestrian travel.

(5) The screening of the site provides adequate shielding for nearby uses which may be incompatible with the proposed use.
(6) The proposed structures or landscaping are not lacking amenity in relation to, or are not incompatible with, nearby structures and uses.
(7) The proposed site plan does not create drainage or erosion problems on or off the site.

d. *Registration of Rental Property.* All owners of rental housing in the Rountree Urban Conservation District must register said property with the City Manager as required by City Code Sections 74-351 and 74-352, as amended from time to time.

D. **Subarea A through D Regulations.**

1. *Permitted and Conditional Uses.* The following key is to be used in the interpretation of Table 1, Permitted and Conditional Uses Subareas A through D, in this section:
   a. *Permitted Uses.* Uses which are marked as "P" in the table shall be allowed in a subarea subject to all applicable regulations herein.
   b. *Conditional Uses.* Uses which are marked as "C" in the table shall be allowed in a subarea upon the approval of a Conditional Use Permit as detailed in Section 36-2.04.
   c. *Uses Not Listed.* If a proposed use is not listed in the table, the ARC shall determine if the use is substantially similar to a use listed in the table. If it is, the proposed use shall be treated in the same manner as the substantially similar use. If not, the use shall be prohibited.
   d. *Conversions.* Structures existing at the time of the adoption of these regulations may be converted to any use permitted in that subarea.
   e. *Additional Regulation.* If uses have specific standards, such standards are referenced in this column. Use-specific standards shall apply to permitted and conditional uses. Where use-specific standards conflict with Rountree Urban Conservation District subarea standards, the subarea standards shall be followed.

Table 10-3: Rountree UCD Subareas A through D Uses

Use	*Use Specific Regulations*	*Subareas*			
		A	*B*	*C*	*D*
Residential Uses					
Dwelling, Multifamily, stand alone		P	P	P	P
Dwelling, Multifamily above ground floor as part of a mixed use		P	P	P	P
Dwelling, Single Family Attached		P	P	P	P
Dwelling, Single Family Detached existing		P	P	P	P
Dwelling, Single Family Detached new development					P
Group Home		P	P	P	P
Day Care Home		P	P	P	P
Churches		P	P	P	P
Schools		P	P	P	P
Parks		P	P	P	P
Non-Profit Neighborhood Community Centers			P		P
Lodging Uses					
Short Term Rental Type 3		P	P	P	P
Bed and Breakfast				P	P
Commercial Retail Uses					
Retail sales use group, stand alone		P	P	P	
Retail sales use group as part of a mixed use		P	P	P	P

Table 10-3: Rountree UCD Subareas A through D Uses					
Use	***Use Specific Regulations***	***Subareas***			
		A	***B***	***C***	***D***
Entertainment Oriented use group, stand alone < 5,000 sq ft		P			
Entertainment Oriented use group as part of a mixed use		P			
Package Liquor		P		P	
Adult Oriented uses					
Pawn Shop					
Artisan Manufacturing		P	P	P	
Personal Service and Office Uses					
Daycare		P	P	P	P
Personal Service use group, stand alone		P	P	P	
Personal Service use group as part of a mixed use		P	P	P	P
General Office use group as part of a mixed use		P	P	P	P
General Office, conversion	2.a below				P
Medical Office use group, stand alone		P	P	P	
Medical Office use group as part of a mixed use		P	P	P	P
Title Loan/Short Term Lending					
Eating and Drinking Uses					
Restaurants, stand alone		P	P	P	
Restaurants as part of a mixed use		P	P	P	P
Breweries and tasting rooms		P		P	
Drive-thru accessory to a restaurant use		P			
Vehicle Oriented Uses					
Commercial off-street parking lots	2.b below	C	C	C	C
Commercial off-street parking structures above ground floor as part of a mixed use		C	C	C	C
Food Truck		P	P	P	P
Outdoor display/sale of merchandise, temporary		P	P	P	P
Outdoor display/sale of merchandise, permanent					
Seasonal sales		P	P	P	P
Accessory Uses					
Accessory Uses and Structures		P	P	P	P
Home Occupations		P	P	P	P
Outdoor dining		P	P	P	P

2. *Use-Specific Standards.*
   a. *General Office Conversion.*
      (1) *Applicability*. Single-family dwellings may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).
      (2) *Location of Entrances.* Only one entrance shall be located on the front facade of the structure. the front facade of the structure shall face Cherry or Elm Streets.
      (3) *Exterior Alterations.* No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.

(4) *Signs.* General office conversion uses shall be permitted one monument sign in accordance with the standards set forth below.
(a) *Area.* The monument sign shall not exceed 6 square feet in area.
(b) *Height.* The monument sign shall not exceed 4 feet in height.
(c) *Location.* The monument sign shall be located a minimum of 5 feet from all property lines, right-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle.
(d) *Sign Base.* The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of 10% and a maximum of 25% of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
(e) *Landscape.* The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of 80% of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

b. *Commercial Off-Street Parking Lots.* Commercial off-street parking lots adjacent to public right-of-way, excluding alleys, shall provide the following:
(1) A fully opaque wall or fence with a height of 4 feet shall be used in conjunction with required parking lot perimeter landscaping contained in this section. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
(2) Four understory trees shall be planted for every 100 lineal feet of frontage adjacent to right-of-way, excluding alley right-of-way and additional plantings shall be clustered at points of pedestrian ingress and egress.
(3) Points of pedestrian ingress and egress, outside of vehicular curb cuts, shall be provided.
(4) To the greatest extent possible, the screening standards established above shall provide safe site distance where driveway access intersects public right-of-way.

c. *Farm Stand.*
(1) *Farm Products Sold.* Only farm products or value-added farm products grown and/or processed on the parcel on which the farm stand is located may be sold at a farm stand. The sale of non-agricultural items or products produced off site is prohibited.
(2) *Farm Stand Structure.* A structure associated with a farm stand shall not have a floor area greater than 100 square feet.

3. *Building and Lot Standards [Figure 10-3].*
a. *Subarea A.* This subarea is characterized by a mix of non-residential and multi-family development and bookends the development along National Avenue. The intent of the regulations for this subarea is to regulate the physical form in order to facilitate quality redevelopment of these higher intensity nodes along the neighborhood edge. This subarea is designated to provide for sensitive and respectful development that allows for walkability and concentrated density to support National Avenue as a future Public Transportation Corridor in the neighborhood.

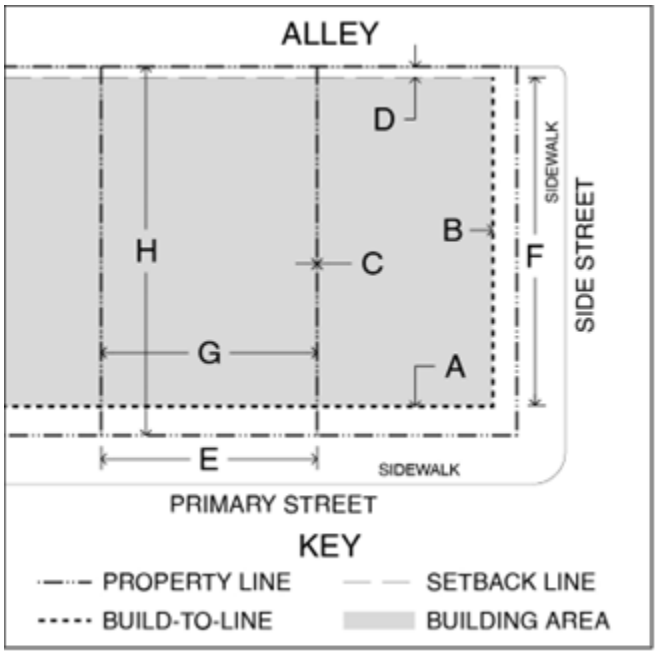


Figure 10-3 Building Lot Standards

(1) *Build-to-Line.*
- (a) Primary Street: 15 feet [A]
- (b) Side Street: 10 feet [B]
  * To match average front facade line of the block face

(2) *Setbacks.*
- (a) *Side Setback.* Zero foot minimum; 10 feet maximum [C]
  * Applicable to principal and accessory structures
- (b) Rear Setback: 5 feet minimum [D]*
  Applicable to principal structure only

(3) *Building Form.*
- (a) *Primary Street.* At least 85% of Build-to-Line [E]
- (b) *Side Street.* At least 85% of Build-to-Line [F]
- (c) *Lot Width.* Per existing [G]
- (d) *Lot Depth.* Per existing [H]

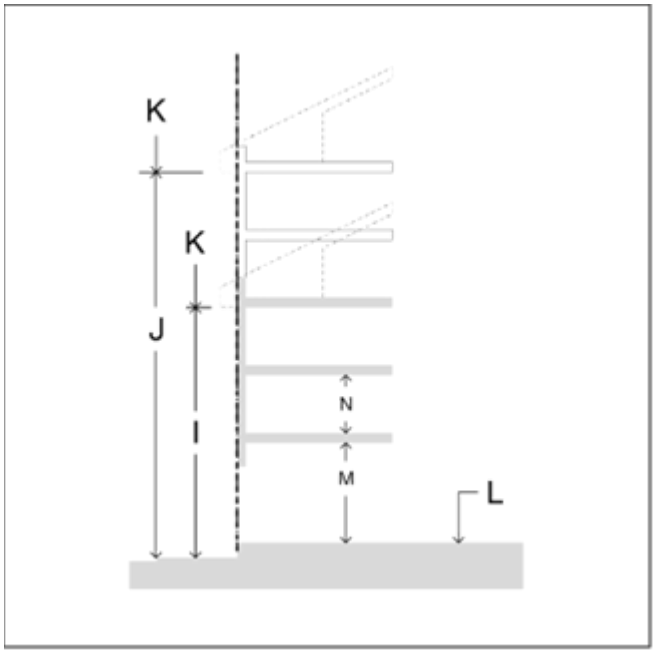


Figure 10-4 Subarea A Building Height

4. *Building Height [Figure 10-4].*
   a. Minimum: Two stories or 32 feet [I]
   b. Maximum: Five stories or 68 feet [J]
      * Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story.
      * All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-MX1 District.
   c. Maximum from Bottom of Eave to Top of Parapet or Roof: 15 feet maximum [K]
      * Finished Ground Floor Level: Six inch maximum, however, if residential on the first floor must be at least 3 to 6 feet [L]
      * Measured from elevation of back of sidewalk or adjacent lot level

5. *Ceiling Heights [Figure 10-4].*
   a. *First Floor.* 12 feet minimum; 15 feet maximum (floor to floor) [M]
   b. *Upper Floors.* 8 feet minimum; 12 feet maximum (floor to floor) [N]

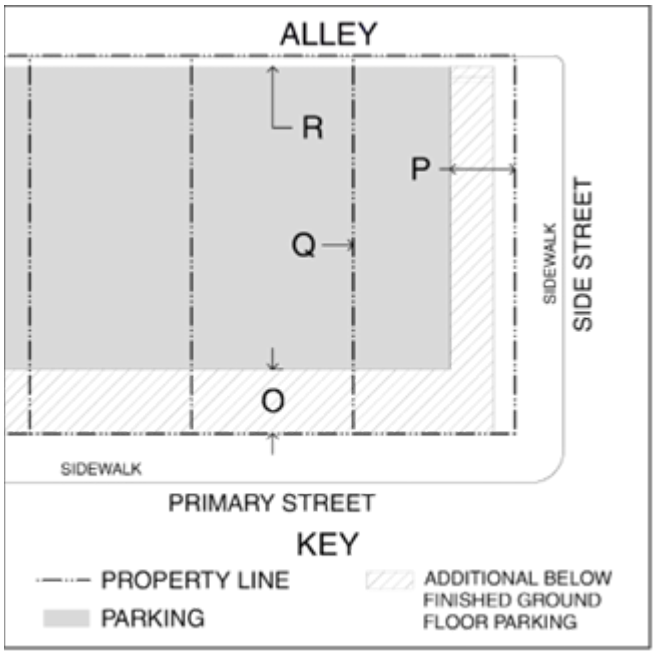


Figure 10-5 Subarea A Parking Requirements

6. *Parking Location [Figure 10-5].*
   a. *Primary Street Setback.* 50 feet maximum [O]
   b. *Side Street Setback.* 10 feet maximum [P]
   c. *Side Setback.* Zero-foot if surface lot [Q]
   d. *Rear Setback.* 5 feet minimum [R]
      * Above-grade parking garages must match build-to-line and setbacks
      * At-grade parking lots must match the parking location requirements above
      * Below-grade parking garages must match build-to-line and setbacks
      * Per principal structure if structured parking

7. *Required Spaces.*
   a. *Non-residential Office Uses.*
      * <7,500 square feet: No off-street parking required
      * >7,500 square feet: One off-street parking space per 1,250 s.f. over 3,000 s.f.

   b. *Residential Uses.*
      * One off-street parking space per dwelling unit

8. *Signs.* Signage shall conform to the requirements found in Article 9 except that only one detached sign shall be permitted per premises.

E. ***Subarea B.*** This subarea is characterized by a mix of non-residential and multi-family development along the National Avenue corridor. The intent of the regulations for this subarea is to regulate the physical form of development along the corridor in order to preserve and enhance the integrity and quality of this edge of the neighborhood. This subarea is designed to provide for sensitive and respectful infill development which is of a complementary scale and character and serves as a transition to the single-family homes found in the neighborhood along McCann Avenue.

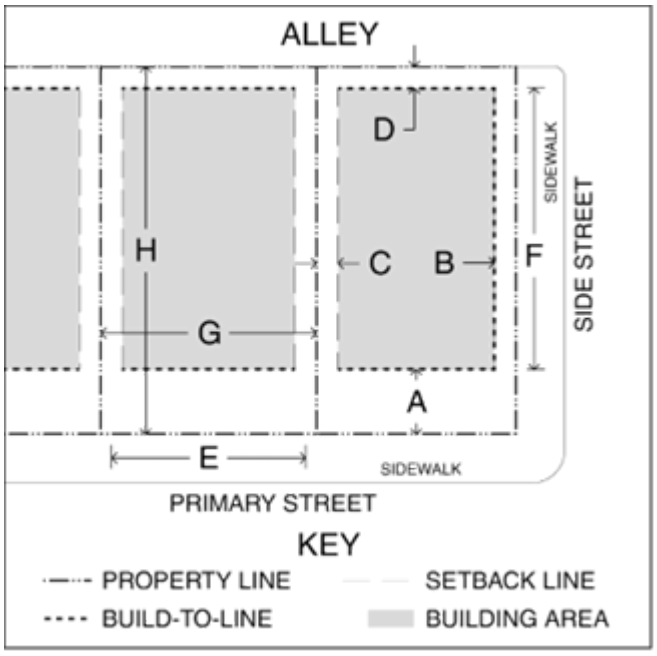


Figure 10-6 Subarea B Building Placement

1. *Build-to-Line [Figure 10-6].*
   a. Primary Street: 15 feet minimum; 50 feet maximum [A]
      *To match average front facade line of the block face
   b. Side Street: 10 feet minimum [B]
      * To match average front facade line of the block face

2. *Setbacks [Figure 10-6].*
   a. Side Setback: 5 feet minimum [C]
   b. Rear Setback: 30 feet minimum [D]
      * Applicable to principal structure only

3. *Building Form [Figure 10-6].*
   a. Primary Street: At least 30% of Build-to-Line [E]
   b. Side Street: At least 25% of Build-to-Line [F]
   c. Lot Width: Per Existing [G]
   d. Lot Depth: Per Existing [H]

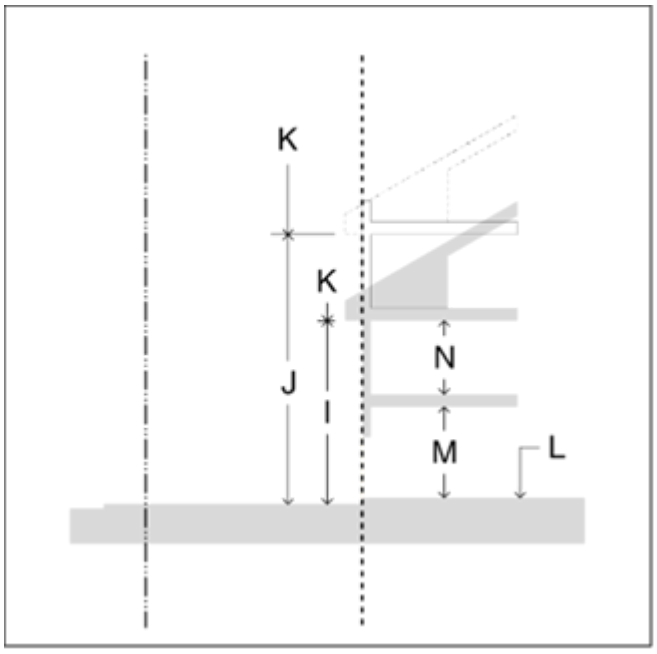


Figure 10-7 Subarea B Building Height

4. *Building Height.*
   a. Minimum: Two stories or 32 feet [I]
   b. Maximum: Four stories or 55 feet [J]
      * Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story
      *All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH District

5. *Maximum from Bottom of Eave to Top of Parapet or Roof.*
   a. 15 feet maximum [K]
   b. Finished Ground Floor Level: 6 inch maximum; however, if residential on the first floor must be at least 3 to 6 feet [L]
      *Measured from elevation of back of sidewalk or adjacent lot level.

6. *Ceiling Heights.*
   a. First Floor: 12 feet minimum; 15 feet maximum (floor to floor) [M]
   b. Upper Floors: 8 feet minimum; 12 feet maximum (floor to floor) [N]

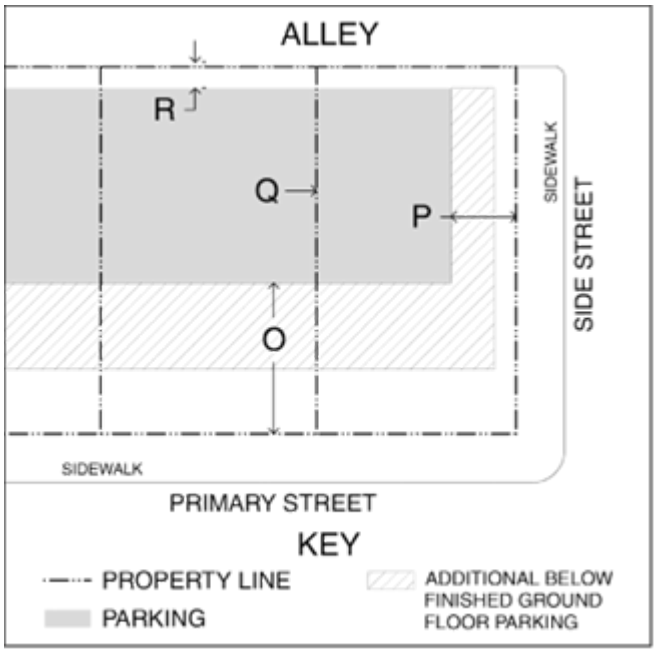


Figure 10-8 Subarea B Parking Requirements

7. *Parking Location [Figure 10-8].*
   a. Primary Street Setback: 60 feet minimum [O]
   b. Side Street Setback: 10 feet minimum [P]
   c. Side Setback: Zero-foot setback if surface lot; per principal building if structured parking [Q]
   d. Rear Setback: 5 feet minimum [R]
      (1) * Above-grade parking garages must match build-to-Line and Setbacks
      (2) * At-grade parking lots must match requirements above
      (3) * Below-grade parking garages must match Build-to-Line and Setbacks

8. *Required Spaces.*
   a. Non-residential office uses:
      (1) < 7,500 square feet: No off-street parking required
      (2) >7,500 square feet: One off-street parking space per 1,250 s.f. over 7,500 s.f.
   b. Non-residential retail uses:
      (1) < 3,000 square feet: No off-street parking required
      (2) > 3,000 square feet: One off-street parking space per 1,250 s.f. over 3,000 s.f.
   c. Residential uses:
      (1) One off-street parking space per dwelling unit

9. *Signs.* All signage shall meet the standards of Article 9 unless other modified herein:
   a. Size: A maximum of 20 square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed 15 square feet.
   b. Height: No detached sign shall exceed a height of 7 feet as measured from the street grade.
   c. Sign Types: Only on-premises signs are permitted in Subarea B.

F. **Subarea C.** This subarea is characterized by a mix of low intensity non-residential, multi- family and some single-family residential development. The intent of the regulations for this subarea is to regulate the physical form of the neighborhood center subarea in order to preserve and enhance the integrity and quality of the Cherry Pickwick Business District and serve as a primary gathering place in the neighborhood. This subarea is designated to provide for sensitive and respectful infill development which allows for the dense, urban, mixed-use development appropriate for this vibrant neighborhood

commercial center found in the neighborhood.

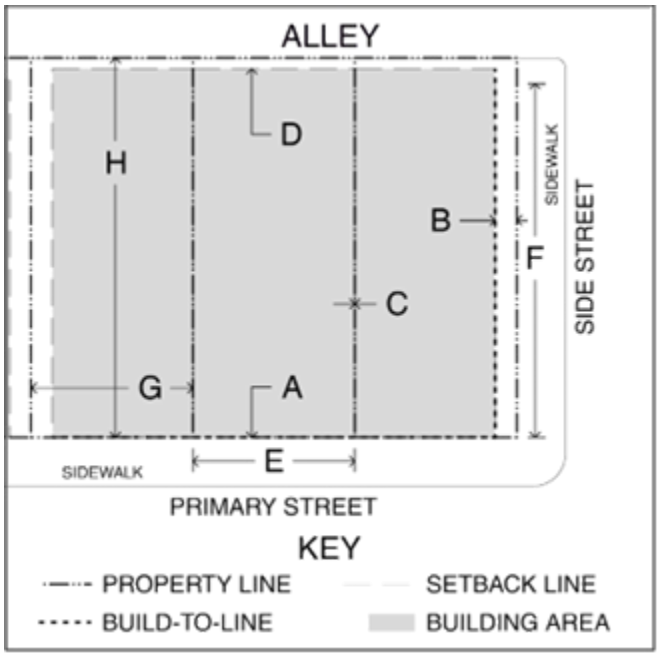


Figure 10-9 Subarea C Building Placement

1. *Build-to-Line.*
   a. *Primary Street.*
      (1) Zero-foot minimum;
      (2) 10 feet maximum [A]

   b. *Side Street.*
      (1) Zero-foot minimum;
      (2) 10 feet maximum [B]
      (3) To match average front facade line of the block face

2. *Setbacks.*
   a. *Side Setback.* Zero-foot minimum; 10 feet maximum [C]
   b. *Rear Setback.* 5 feet minimum [D]
      (1) Applicable to principal building only

3. *Building Form.*
   a. *Primary Street.* At least 80% of Build-to-Line [E]
   b. Side Street: At least 40% of Build-to-Line [F]
   c. Lot Width: Per Existing [G]
   d. Lot Depth: Per Existing [H]

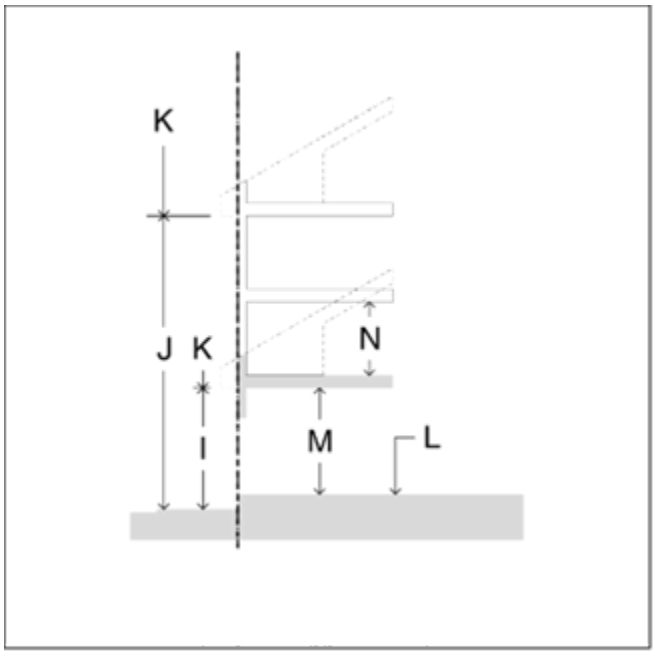


Figure 10-10 Subarea C Building Height

4. *Building Height.*
   a. Minimum: One story or 15 feet [I]
   b. Maximum: Three stories or 41 feet [J]
      (1) Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story

5. *Bottom of Eave to Top of Parapet or Roof.*
   a. 15 feet maximum [K]

6. *Finished Ground Floor Level.*
   a. Maximum: 6 inches [L]
      (1) Measured from elevation of back of sidewalk or adjacent lot level

7. *Ceiling Height.*
   a. First Floor: 12 feet minimum; 15 feet maximum (floor to floor) [M]
   b. Upper Floors: 8 feet minimum; 12 feet maximum (floor to floor) [N]

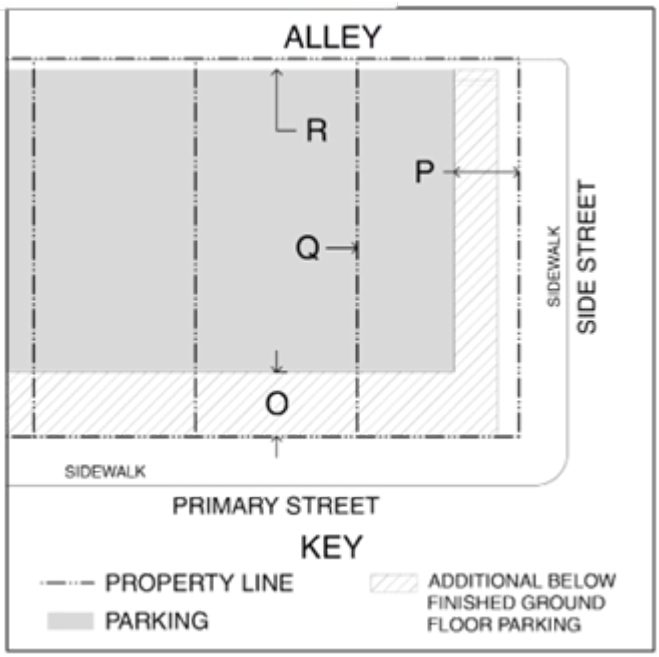


Figure 10-11 Subarea C Parking Requirements

8. *Parking Location.*
   a. Primary Street Setback: 30 feet minimum [O]
   b. Side Street Setback: 10 feet minimum [P]
   c. Side Setback: Zero-foot if surface lot; per principal building if structured parking [Q]
   d. Rear Setback: 5 feet minimum [R]

9. *Required Spaces.*
   a. Non-residential office uses:
      (1) < 7,500 square feet: No off- street parking required
      (2) > 7,500 square feet: One off-street parking space per 1,250 s.f. over 7,500 s.f.
   b. Non-residential retail uses:
      (1) < 3,000 square feet: No off-street parking required
      (2) > 3,000 square feet: One off-street parking space per 1,250 s.f. over 3,000 s.f.
   c. Residential uses:
      (1) One off-street parking space per dwelling unit

10. *Signs.* All signage shall meet the standards of Article 9 unless modified herein.
   a. Number. Each premises shall be permitted to use one detached sign and one wall sign. Roof signs are not permitted. One projecting sign may be substituted for the permitted detached sign.
   b. Size. Each premises is allowed 2 square feet of effective sign area for each lineal foot of building frontage on a public street. Detached signs shall not exceed 20 square feet of effective area.
   c. Height. No detached sign shall exceed a height of 7 feet as measured from the street grade.
   d. Sign Lighting. No sign shall use a blinking, flashing, animated, or other illuminating device which changes in light intensity. No beacons, spotlights, or strobe lights shall be permitted.
   e. Sign Types. Only on-premises signs are permitted in Subarea C.

G. **Subarea D.** This subarea is characterized by a mix of primarily multi-family and single- family development along Cherry and Elm Streets. The intent of the regulations for this subarea is to regulate the physical

form within this subarea to allow for neighborhood mixed-use in conjunction with multi-family development. The regulations are intended to preserve and enhance the integrity and quality of the development along the Cherry and Elm Street corridors as a neighborhood front door. The subarea is designated to provide for sensitive and respectful infill development which allows for a greater range of housing types and a mix of uses mixed-use that is compatible and complementary to the neighborhood.

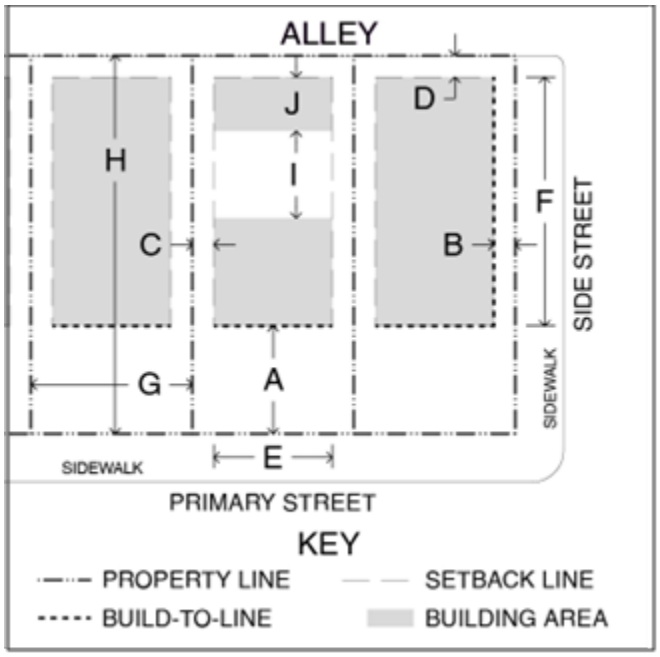


Figure 10-12 Subarea D Building Placement

1. *Build-to-Line.*
   a. Primary Street: 15 feet minimum; 50 feet maximum [A]
      (1) To match average front facade line of the block face
   b. Side Street: 10 feet [B]
      (1) Applicable to principal and accessory building
      (2) To match average front fade line of the block face

2. *Building Setback.*
   a. Side Setback: 5 feet minimum; 15 feet maximum [C]
      (1) Applicable to principal building and accessory building
   b. Rear setback: 5 feet minimum; 120 feet maximum [D]
      (1) Applicable to principal building only
   c. Rear Setback: 5 feet [D]
      (1) Applicable to accessory building only with rear alley access

3. *Building Form.*
   a. Primary Street: At least 50% of Build-to-line [E]
      (1) 30% for detached single-family dwelling, lot width
         (a) >100 ft Side Street: At least 60% of Build-to-line [F]
      (2) 25% for detached single family dwelling
   b. Lot Width: Per existing [G]
   c. Lot Depth: Per existing [H]
   d. Distance between buildings: 25 feet minimum [I] when accessory building is located partially or completely behind the principal building; 10 feet minimum when accessory building is located anywhere other than completely behind the principal building
   e. Depth of Accessory Building: 30 feet maximum [J]

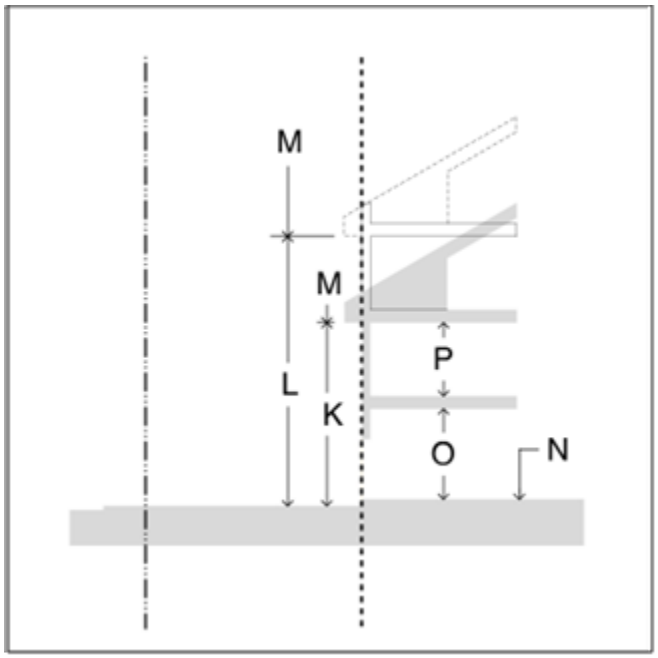


Figure 10-13 Subarea D Building Height

4. *Building Height.*
   a. Minimum: Two stories or 32 feet [K]
   b. Maximum: Three stories or 45 feet [L]
      (1) Two stories and 25 feet for rear garages and carriage houses; and in no case shall they be taller than the principal building
      (2) Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story

5. *Maximum from Bottom of Eave to Top of Parapet or Roof.*
   a. 15 feet maximum [M]

6. *Finished Ground Floor Level.*
   a. Minimum: One foot [N]
   b. Maximum: 4 feet
      (1) Measured from elevation of back of sidewalk or adjacent lot level

7. *Ceiling Heights.*
   a. First Floor: 12 minimum; 15 feet maximum (floor to floor) [O]
   b. Upper Floors: 8 feet minimum; 12 feet maximum (floor to floor) [P]

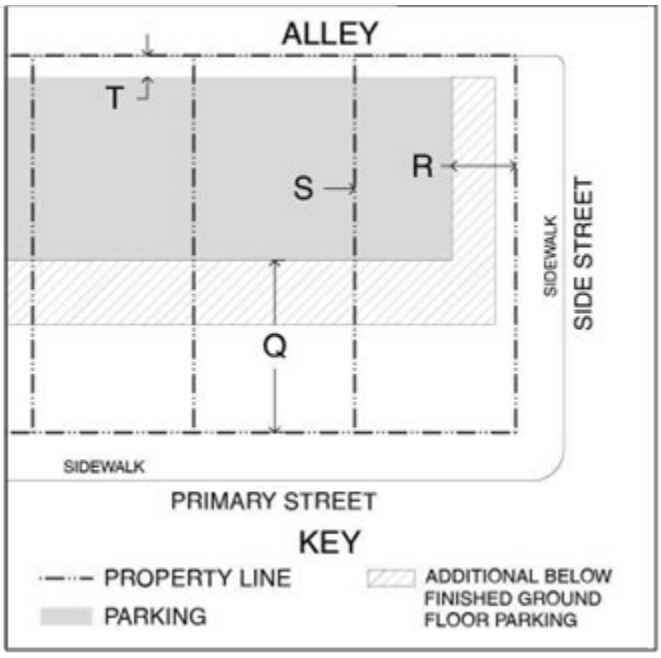


Figure 10-14 Subarea D Parking Requirements

8. *Parking Location.*
   a. Primary Street Setback: Primary Street Build-to-line [A], plus 50 feet minimum [Q]
   b. Side Street Setback: 10 feet minimum [R]
   c. Side Setback: Zero-foot, if surface lot; per principal building if structured parking
   d. Rear Setback: 5 feet minimum
      (1) Above-grade parking garages are prohibited
      (2) At-grade parking lots must match above requirements
      (3) Below grade parking garages must match build-to-lines and setbacks

9. *Required Spaces.*
   a. Non-residential office uses:
      (1) < 7,500 square feet: No off- street parking required
      (2) > 7,500 square feet: One off-street parking space per 1,250 s.f. over 7,500 s.f.
   b. Non-residential retail uses:
      (1) < 3,000 square feet: No off-street parking required
      (2) > 3,000 square feet: One off-street parking space per 1,250 s.f. over 3,000 s.f.
   c. Residential uses:
      (1) One off-street parking space per dwelling unit

10. *Signs.* All signage shall meet the standards of Article 9 unless modified herein.
Size: A maximum of 20 square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed 15 square feet. A single-sided, detached sign may not exceed 20 square feet.
   a. Height: No detached sign shall exceed a height of 7 feet as measured from the street grade.
   b. Sign Types: Only on-premises signs are permitted within Subarea D.

11. *Building Orientation, Materials, Siting and Design.* The following regulations shall apply to all principal structures within Subareas A through D, except for single-family detached dwelling units which shall conform to the requirements of Section 5 herein.
   a. Building Orientation: All principal buildings shall have a primary entrance that has a relationship toward and engages the public street. For corner lots, the primary entrance must engage and have a relationship toward the higher classification street.

b. Exterior Building Cladding Materials:
   (1) Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the ARC.
   (2) The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and architectural elements.
   (3) In no instance shall the finish of non-natural materials utilize mimic or match the texture of the natural materials utilized.
   (4) A maximum of 3 exterior building cladding materials may be used.
   (5) Vinyl and steel clapboard siding and/or adhered thin veneer exterior building materials are prohibited.

12. *Roof Finishing.*
   a. Eaves may expose rafters.
   b. Gutters and downspouts may not discharge upon public right-of-way.

13. *Transparency.*
   a. Ground Level Transparency. The ground level of nonresidential or mixed- se buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of windows and doors. Therefore, the first floor of any building facade facing a public right-of- way, except for alleys, shall include at least 40% of the subject facade in transparent clear glass windows and/or doors arranged so that the uses inside are visible from and/or accessible to the street. Windows and/or doors with reflective or tinted glass that impede views into a building are prohibited.
   b. All Stories Transparency. All stories of building facades, including the ground level, that face a public right-of-way, except for alleys, shall include at least 40% of the subject facade in windows or doors. The PD Director may waive transparency requirements by up to 20% medical and dental office uses.

Figure 10-15 Transparency

14. *Awnings and Canopies.* Building awnings, canopies or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of- way. If provided, awnings or canopies shall project a minimum of 3 feet and a maximum of 10 feet.

Figure 10-16 Awnings and Canopies

15. *Articulation.* The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, except for alleys, through the use of contrasting elements. Facades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that breakdown large expanses of flat, unembellished surfaces.

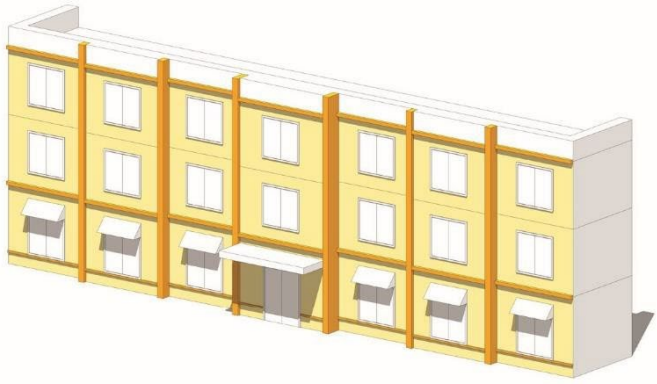


Figure 10-17 Articulation

16. *Access, Parking, and Loading.* The following regulations shall apply to all development within subarea A through D except for single-family detached dwelling units, which shall conform to the regulations contained in Section 5 herein.
    a. In addition to the standards of Section 36-7.05, the following standards shall apply:
        (1) Any off-street parking that is provided must be located behind the building or within or under the building.
        (2) When the depth of the lot is insufficient to permit required parking to the rear of the building, parking may be located to the side of the building, provided that it is screened from view of the street by a wall of primary building material, between 36 and 48 inches in height. Screening is not required in Subarea C.

b. Parking shall not exceed the minimum required parking by more than one space per 1,000 square feet of building area unless any such extra spaces are provided in an enclosed parking garage.
c. Access shall be provided from a side street, alley, or access easement where possible.
d. Vehicular Cross Access Drives:
(1) Internal vehicular circulation systems shall be designed to allow for vehicular cross- access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development or to the boundary of adjoining vacant land.
(2) Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one- way maneuvering lanes in conformance with Public Works Design Standards to accommodate traffic by automobiles, service vehicles, and emergency vehicles.

17. The PW Director may waive or modify the requirements for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area or would create unsafe conditions.
(1) Easements allowing cross access to and from properties served by a vehicular cross-access drive, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Greene County Recorder's Office before issuance of a building permit for development.
b. Pedestrian Walkways:
(1) ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
(2) ADA accessible walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to, stamped asphalt, special pavers, bricks, or scored concrete.

18. *Screening.*
a. Used Frying Oil, Trash, and Recycling Receptacles. The following screening requirements shall apply to all non-single-family development:
(1) Used frying oil, trash, and recycling receptacles shall be screened on three sides with a solid, opaque material with a minimum height of 6 feet and a maximum height of 8 feet.
(2) Materials used for screening shall complement the exterior building cladding materials of the primary building.
(3) Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
(4) If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
(5) Shrubs shall be installed every 3 feet along the exterior of the enclosure, except for enclosure openings, to provide a softening effect.
(6) Enclosure openings shall be gated with an opaque material.
(7) Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed
(8) Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles are placed in the enclosure at all times other than when such receptacles are being accessed.
(9) Access drives shall be constructed of materials and to a thickness in conformance with Public Works Design Standards. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
(10) Enclosures shall be of an adequate size to accommodate expected receptacles. The enclosure shall be designed to be expandable to accommodate future additional containers.
(11) Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing,

reinforced masonry walls, or other similar means.

(12) Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

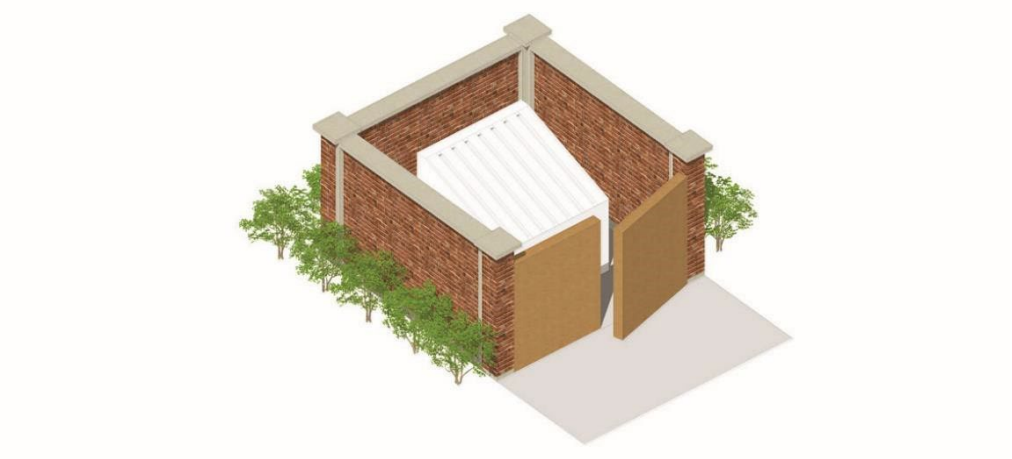


Figure 10-18 Used Frying Oil, Trash, and Recycling Receptacle Screening

b. Ground Mounted Mechanical Units.

(1) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.

(2) Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.

(3) Materials used for screening shall be designed and established so that the area or element being screened is no more than 20% visible through the screen.

(4) Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

Figure 10-19 Ground/Wall-Mounted Mechanical Unit Screening

c. Roof Mounted Mechanical Units.

(1) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.

(2) Roof mounted mechanical units that are visible from any public right-of- way or adjacent residential property shall be completely screened from public view.
(3) Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
(4) Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
(5) Additional screening may be required due to topographic differences in the adjoining properties.

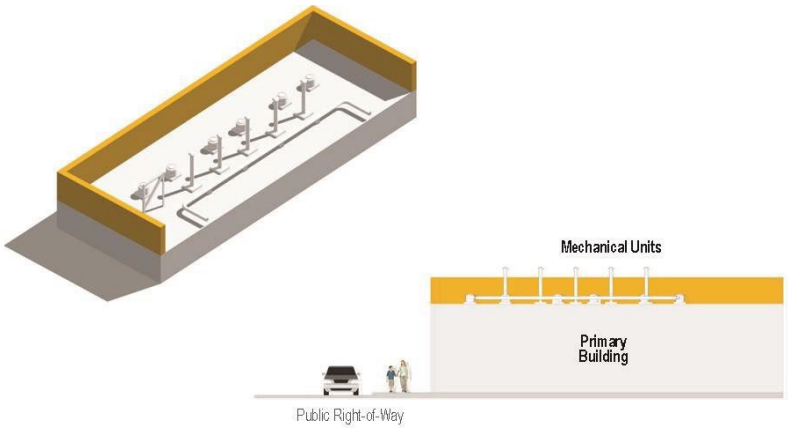


Figure 10-20 Roof-mounted Mechanical Unit Screening

19. *Fencing.*
a. No fence or wall over 6 feet shall be erected on any lot within the Rountree Urban Conservation District.
b. No fence over 48 inches in height shall be erected within 20 feet of National Avenue, Cherry Street, Elm Street or Pickwick Avenue.
c. Fences within 80 feet of National Avenue, Cherry Street, Elm Street and Pickwick Avenue shall be at least 80% transparent.
d. Chain link, vinyl, metal sheeting and plastic fencing are prohibited within 20 feet of National Avenue, Cherry Street, Elm Street and Pickwick Avenue.
e. Chain link shall not be used to satisfy landscaping and screening requirements.
f. The finished side of the fence or wall must face the adjacent property or the street.
g. At- and below-grade patios shall be enclosed by a fence or wall with a height between 36 inches and 48 inches.

20. *Landscaping and Bufferyards.* Bufferyards shall be required along interior property lines of all non- single-family development when adjacent to single-family uses. It is not anticipated that the bufferyard will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics.
a. Applicability: Bufferyards are required in the following situations:
(1) The construction or installation of any new primary building or primary use; and
(2) The expansion of any existing primary building that results in an increase in gross floor area by more than 5% or 1,000 square feet, whichever is greater. In the case of expansions that trigger compliance with the bufferyard requirements, bufferyards are only required in proportion to the degree of expansion. The ARC is authorized to allow the bufferyard plantings to be established adjacent to the area of expansion.
b. Bufferyard Standards:
(1) Width: The bufferyard shall have a minimum width of 7 feet. Required yard

setbacks may be utilized for the bufferyard.

(2) Fences: The exterior line of the bufferyard shall be improved with a fence meeting the following standards:
   (a) Height: The fence shall be 6 feet in height.
   (b) Materials: The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
   (c) Design: The finished side of the fence shall face the adjacent property.
   (d) Location: Fences shall be in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts intersect public right-of-way, and shall not extend beyond the front elevation of the primary building.

c. Landscape Elements: The bufferyard shall, at a minimum, be improved with the following landscape elements:
   (1) Canopy/Evergreen Trees: 4 canopy and/or evergreen trees shall be planted per every 100 lineal feet of bufferyard.
   (2) Shrubs/Native Grasses: 10 shrubs/native greases shall be planted per every 100 lineal feet of bufferyard.

Figure 10-21 Buffer Area Landscape

d. Installation and Maintenance of Landscape Areas:
   (1) All installed landscape shall conform to the most recently approved American National Standards Institute Tree Care Standards.
   (2) All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the weather conditions are not conducive to planting, the developer shall apply to the ARC for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine.
   (3) A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. 20% of the total landscaping costs must be deposited in escrow with the City before building permits are granted. The 20% landscaping deposit will be held in escrow for a period of one year past the time of planting and will be refunded on approval of the City.
   (4) Dead plant materials shall be replaced within 60 days, taking into consideration the season of the year, and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one phase, the 60 day timeframe shall apply to each individual phase.
   (5) All landscape shall be maintained in a healthy, neat, trimmed, clean and weed-free condition. With the exception of surface areas in vegetated stormwater management areas where mulch is not specified, the ground surface of landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.
   (6) For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of 18 months following City

approval of installation. During this guarantee period, the landowner shall supply water as necessary to promote successful establishment and growth.

(7) Any required landscape area not intended for stormwater management that is greater than 150 square feet in area shall be provided with an underground irrigation system or shall be provided with a portable water supply within 50 feet of said landscape areas. No part of an irrigation system may be installed in City right-of- way.

(8) All plantings required under this subsection G shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings die, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

H. **Subarea E and F Regulations.** Subareas E and F of the Rountree Urban Conservation District are known as the Rountree Single-Family Neighborhood Area. Subareas E and F are characterized by a diverse single-family housing stock. The regulations in this Section are intended to promote the continued status of these subareas as single-family residential and off-set the potential adverse impact of adjacent land uses to the character of these subareas.

1. *Permitted and Conditional Uses.* The following key is to be used in the interpretation of Table 2, Permitted and Conditional Uses Subareas E and F, in this section:
   a. Permitted Uses: Uses which are marked as "P" in the table shall be allowed in a subarea subject to all application regulations of this district.
   b. Conditional Uses: Uses which are marked as "C" in the table shall be allowed in a subarea upon the approval of a conditional use permit as detailed in Section 36-2.04.
   c. Uses Not Listed: If a proposed use is not listed in the table, the ARC shall determine if the use is substantially similar to a use listed in the table. If it is, the proposed use shall be treated in the same manner as the substantially similar use. If not, the use shall be prohibited.
   d. Additional Regulations: If uses have additional regulations, such standards are referenced in this column. Additional regulations shall apply to permitted and conditional uses. Where additional regulations conflict with Rountree Urban Conservation District subarea standards, the subarea standards shall be followed.

Table 10-4: Subareas E and F Uses

Use	*Additional Regulations*	*Subareas*	
		E	*F*
Residential Uses			
Dwelling, Single Family Detached		P	P
Dwelling, Single Family Semi-Detached	Section 36-5.05.C	P	P
Day Care Homes		P	P
Group Homes, residential	Section 36-4.03.F	P	P
Other Uses			
Churches (min 2 acres of land)		P	P
Adaptive use of non-residential structures		C	C
Non-commercial, not-for-profit residential neighborhood facilities		C	C
Public museums and libraries (min 2 acres of land)		C	C
Accessory Uses			
Accessory Uses	Section 36-4.04	P	P

2. *Building and Lot Standards.*

Table 10-5: Subareas E and F Building and Lot Standards	
	Areas E and F
Lot Standards	
Lot Area	Per R-SF, Residential Single-Family Residential District
Lot Width	Minimum per R-SF, Residential Single-Family Residential District Maximum of 100 feet; except that lots existing as of June 5, 2023 are exempt from the 100 foot maximum lot width restriction
Lot Depth	Per R-SF, Residential Single-Family Residential District
Yard Setbacks (build to line)	
Front, minimum (ft)	25 (Primary Street) 5 (Side Street) Exception: 15 for parcels fronting McCann Avenue and Belmont Street in Area E and the south side of Cherry Street east of Fairway Avenue in Area F
Front, maximum (ft)	50 (Primary Street) 10 (Side Street)
Side, minimum (ft)	5 (Primary building) 3 (Accessory building)
Side, maximum (ft)	15 (Primary Building)

3. *Design Standards.*
   a. Pedestrian Access: A hard-scaped pedestrian path shall be provided from the primary pedestrian entrance of a single- family home to the driveway and/or sidewalk.
   b. Building Entrance: The primary pedestrian entrance to a new single-family residential home, or home to be rehabilitated, shall be located off the front porch, front stoop, or side porch.
   c. Individual Identity: To the extent possible, single-family homes constructed adjacent to each other should exhibit unique characteristics, regardless of whether they utilize the same floor plan. Acceptable alternatives may include varying roof pitches and orientation, window arrangement, porch arrangement, materials, and other building elements, provided that such alternatives shall not conflict with other design elements addressed in these regulations.
   d. Porches:
      (1) Single-family residential homes shall include a front porch, stoop, or side porch.
      (2) When a front porch is provided, the porch shall be at least 8 feet in depth and, shall span at least 12 feet in width or approximately 50% of the front building facade, whichever is greater.
   e. Garages:
      (1) A garage is not a required building element. When utilized, attached or detached garages shall be located on the parcel in a manner consistent with most of single-family homes in the vicinity, except that it is preferable to remove the garage from the front building facade where possible.
      (2) Attached garages located on front building facades shall be recessed a minimum of 20 feet behind the front building line (including the porch). The total garage opening facing the street shall not exceed 18 feet in width.
      (3) Detached garages shall be of a similar height as garages on adjacent lots, shall have a roof pitch like that of garages on adjacent lots and shall be of a scale such that the garage is clearly accessory to the principal residential structure.
      (4) No metal carports or metal storage buildings shall be visible from the public street (alleys excluded).

f. Roof:
   (1) The principal structure's roof pitch and the orientation of the roof ridge shall be compatible with homes in the vicinity. This requirement does not disallow roof line alterations, if necessary, for structures subject to rehabilitation so long as the alteration is reasonably consistent with the surrounding neighborhood.
   (2) The roof style, including gables and dormers, shall be consistent with homes in the vicinity. False dormers may be permitted to ensure consistency of roof style.
   (3) Exposed fastener metal roofs are not permitted.

g. Fencing: Chain link and other wire fences shall not be permitted in front of the building face.

h. Utility Placement: Electric and gas meters serving new construction shall not be placed on a street-facing building facade. Every effort shall be made to locate or re-locate electric and gas meters to a non-street facing building facade of a dwelling unit to be rehabilitated.

i. Circular Drives: Circular driveways are permitted if sufficient frontage is available and if approved by the City Traffic Engineer.

j. Solid Waste Containers:
   (1) Solid waste containers shall not be placed at the curb earlier than the evening preceding collection and shall be removed within 24 hours after being placed at the curb. The person placing the solid waste container and/or the owner of the property where the contents have been generated shall be responsible for any violation of this subsection (11).
   (2) Solid waste containers, unless placed at the curb for collection in accordance with subsection (a) above, are prohibited in the front yard.

36-10.06 Walnut Street – East Urban Conservation District

A. **Walnut Street Urban Conservation District – East Legal Description**. Beginning at a point 20’ East of the SW cnr. of Lot 3, O.H. Mitchell’s Add., thence E to the SE cnr. of Lot 10 Mitchell’s Add., thence S 49.5’, thence E 110.5’, thence S 8’, thence E 578.65’ M/L, thence N 83.5’, thence E 68’ to the SW cnr. of Lot 12 Chamberlain’s Add., thence E along the S line of Lot 12 through 10 of Chamberlain’s Add. to the SE corner of Lot 10, thence N 101.5’ along E line of said Lot 10, thence E 200’ to a pt. on the E Row of Fremont Ave., thence S 101.5’ to the SW cnr. of Lot 5 Chamberlain's Add., thence E along the S line of Lots 1 through 5 of said Add. to the SE cnr. of said Lot 1 being a pt. on the SW ROW of Burlington Northern RR, thence continuing E 220' S of and parallel to Walnut St. to a pt. on the W line of Lot 6, Arlington Heights Add., thence N along the w line of said Addition 120', thence E 202' to a pt. on the E ROW line of Weller, thence S 80', thence E 162' M/L, thence S 50.5' to a pt. 52' W of the SE cnr. of Lot 3 Arlington Heights Add., thence continue E across 14.5' vacated alley (Delaware) to SW cnr. Lot 1 E Elm St. Add., thence continue E along s line of Lots 1 through 14, E Elm St. Add., thence continue E 100' to SW cnr. of Lot 17 E. Elm St. Add., thence continue E 100' to SE cnr. of Lot 18 said Add., thence continue E 52.18'., thence N 231' to the S ROW of Walnut St., thence W along the S ROW of Walnut St. to a pt. 60' S of the SE cnr. of Lot 176 Kennedy Heights Sub., thence N to the SE cnr. of said Lot 176, thence continuing N along the E line of said Lot 176 to the NE cnr. of said lot, thence W along the N line of Lots 176 through 172 Kennedy Heights Sub., said pt. being 15' W of the SE cnr. of Lot 163 Kennedy Heights Sub., thence N 53' along the W line of said Lot 163, thence 10' W along the S line of said Lot 163, thence continuing W along the S line of Lots 164 through 171 Kennedy Heights Sub. 200' to the SW cnr; of said Lot 171, thence S 27' to a pt. 210' N of N ROW of Walnut St., thence w 204.3', thence S 3', thence W 80', thence N 18', thence W 97.5', thence S 17', thence W 80' to a pt. on the E ROW of vacated alley (Delaware) 181.8' N of the N ROW of Walnut St., thence S 41.8', thence W across vacated alley (Delaware) 14.5' to the NE cnr. of Lot 8, Block 9 Frisco Heights Add., thence continuing W along the N line of Lots 8 through 14, Block 9 said Add.to the NW cnr. of Lot 14, Block 9 Frisco Heights Add. and being a pt. on the E ROW line of Weller Ave., thence continue w 40' across Weller Ave. to the NE cnr. of Lot 7, Block 8, Frisco Heights Add., thence N 10' to center line of vacated alley, thence W along center line of vacated alley to a pt. on the E ROW line of Pickwick Ave. 10' N of the NW cnr. of Lot 12, Block 8, Frisco Heights Add., thence continue W across Pickwick 50' to a pt. on the W ROW line of Pickwick, the pt. being the NE cnr. of Lot 2, Block 7, Frisco Heights Add., thence continue W 46' to the SE cnr. of Lot 1, Pickwick Terrace Add., thence continue W along the S line of Lots 1 through 7 Pickwick Terrace to the SW cnr. of said Lot 7, a pt. on the NE ROW of the Burlington-Northern RR, thence continue W to a pt. on the W ROW line of said RR 150' N of N ROW line of Walnut St., thence northwesterly along the RR ROW to a pt. 270' N of the N ROW line of Walnut St., thence W across that portion of vacated Fremont Ave. and continuing W along the center line of vacated alley to a pt. 10' N of the NW cnr. of Lot 1 Whiteheads Sub., thence continue W across Kickapoo Ave. to a pt. 270' N of the N ROW line of Walnut St., thence N along the W ROW line of Kickapoo Ave. to the S ROW line of McDaniel St., the pt. being the NE cnr. of Lot 10, L.C. Hubble's Sub., thence W along S ROW of McDaniel St. 213' to the NW cnr. of Lot 8, L.C. Hubble's Sub., thence S 93.5', thence W 125' to a pt. on the E line of Lot 1, Hawthorne Add. 93.5' S of the S ROW line of McDaniel St., thence S 118.5' to a pt. 10' S of the SE cnr. of Lot 1, Hawthorne Add., being the center line of vacated alley, thence w 166' to a pt. 212' S of the S ROW of McDaniel St., being apt. on the E line of Lot 8, Hawthorne Add., thence South along E. line of Lots 8 and 9 to the SE cnr. Lot 9 said Add., thence West 84' along S line of said Lot 9 to a point N of the E line of Lot 10 Hawthorne Add., thence to SE cnr. of said Lot 10, thence SWly across Walnut Street to a point 20' E of NW cnr. of Lot 3, O.H. Mitchell's Add., thence to point of beginning.

(Location: Walnut Street -- Point east of National to point west of Glenstone).

The /same is hereby rezoned from R-1, Single-Family District, and R-3, Multi-Family District, to Urban Conservation District No. 1, known as the East Walnut Street Urban Conservation District, and Chapter 36, Article I, Zoning, of the Springfield City Code, Section 80.030 thereof, Zoning Maps, is hereby amended, changed and modified accordingly; which district shall be subject to the regulations set forth in Section 80.1150, Urban Conservation District, and the regulations set forth in Sections 2 and 3 of this ordinance.

B. The following regulation shall govern and control the use and development of land in East Walnut Street Urban Conservation District No. 1, which regulations are as follows:

1. *Uses Permitted.* The following uses shall be permitted:
   a. All uses permitted by right in the R-SF, Single-Family Residential District as set forth in Section 36-4.02.

2. *Conditional Use Permits.* All uses permitted upon issuance of a conditional use permit in the R-SF, Single-Family Residential District as set forth in Section 36-4.02 provided all conditions of the use permit as required therein are satisfied and a certificate of appropriateness as set forth in the ordinance is obtained.
   a. *Application and Standards Relating to Conditional Use Permits.* No use permit shall be issued unless the following conditions have been met or provisions made therefore:
      (1) The application including a site plan is complete and does not contain or reveal violations of the regulations applicable to the Walnut Street Urban Conservation District.
      (2) Existing buildings proposed to be converted to uses requiring a conditional use permit must meet all fire, health, building, plumbing, and electrical requirements of the City of Springfield.
      (3) The proposed site plan does not interfere with easements, roadways, utilities, and public or private right-of-way.
      (4) The proposed use as shown by the site plan is not injurious or detrimental to the use and enjoyment of surrounding property.
      (5) The circulation element of the proposed site plan does not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.
      (6) The screening of the site provides adequate shielding for nearby, less intense uses.
      (7) The proposed structures or landscaping are not lacking amenity in relation to, or are not incompatible with, nearby structures and uses.
      (8) The proposed use as shown by the site plan does not create drainage or erosion problems on or off the site.
      (9) The application and site plan have been reviewed by the Landmarks Board to determine whether the goal or historic preservation is met, the existing structure is preserved, and any exterior modifications are consistent with the Secretary of Interior's Standards for Historic Preservation Projects and the East Walnut Street Urban Conservation District Design Guidelines. Such determinations shall be shown by the Board issuing a certificate of appropriateness.
      (10) The Planning and Zoning Commission may require such additional conditions as it deems necessary to further the public interest, to achieve the intent of the Urban Conservation District Plan, and to assure that the conditions stated above are satisfied.

3. *Other Zoning Regulations.* All other zoning regulations pertaining to the R-SF zoning district shall apply to the area except for use regulations unless otherwise modified herein. The following general provisions apply to all property located within the East Walnut Street Urban Conservation District:
   a. *Certificate of Appropriateness.* A person shall be required to secure a certificate of appropriateness in the following instances before the commencement of exterior work upon any new or existing structure, or outside work on any site or parcel in the Walnut Street Urban Conservation District except for ordinary maintenance and repair.
      (1) Any construction, alteration, or removal affecting the exterior of a structure that requires a building or demolition permit from the City of Springfield including but not limited to the construction of new buildings.
      (2) A material change to the exterior appearance of existing structures

including but not limited to additions, reconstruction, or alteration, which affects a significant exterior architectural feature of a structure as specified in the Urban Conservation District Design Guidelines or Historic Survey conducted in East Walnut Street Urban Conservation District, copies of which are on file with the PD Director.

(3) Any action resulting in the application of paint to a previously unpainted brick or masonry exterior surface or the application of stucco or siding.

(4) The construction or enlargement of a driveway or parking area or erection of fencing.

(5) Work by the City of Springfield or any of its agencies or departments which would require a certificate of appropriateness if undertaken by a private citizen and any Public Improvement Project which, in the opinion of the PD Director would affect the East Walnut Street Urban Conservation District.

b. *Administrative Review.* A person who is required to obtain a certificate of appropriateness shall submit an application to the PD Director. Individuals in the district are encouraged to contact the Director in order to determine in a certificate is required. If the application is for work that will have no effects on exterior architectural details or is one of any number of items that the Landmarks Board (hereinafter called the Board) has designated for action, then the PD Director may review the application and issue or deny a certificate of appropriateness. Such certificate shall be in addition to all other permits required by the city. If the request is within the Director's jurisdiction and is denied by the Director, the applicant may appeal such decision to the Landmarks Board. Permits required by the city involving items requiring a certificate of appropriateness shall not be issued by the City until the City has issued said certificate, has issues a certificate of economic hardship, or in the event of demolition being refused, the requisite time period has expired. If the PD Director determines that the application is for action not designated for administrative review, then the Director shall submit the application to the Board. The PD Director may require as a condition of processing the application that the applicant submit information as determined by the Director. The PD Director shall also have the authority to refer any building or demolition permit application for structures on a lot contiguous to the Walnut Street Urban Conservation District to the Board for the sole purpose of review and comment when, in his opinion, the proposed improvements would have a significant adverse impact on the Urban Conservation District.

c. *Board Review and Action on Certificates of Appropriateness.* The Board shall meet within 10 working days of notification that the PD Director has received an application for a certificate, and approve, approve subject to specific conditions, or disapprove the certificate based on the guidelines set forth in this ordinance.

(1) If the certificate is denied, no permit for the work shall be issued and the applicant shall not proceed with the work. The Board shall state the reasons for denial in writing to the applicant and shall also make suggestions in regard to appropriate changes.

d. *Review Criteria*. The Board in considering whether or not to issue a certificate of appropriateness shall be guided by the general purpose of this

ordinance and the following:

(1) The Secretary of Interior's Standards for Historic Preservation Projects, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

(2) The Design Guidelines for the Walnut Street Urban Conservation District which are on file with the PD Director.

(3) For new construction, the Board shall also consider the extent to which the building or structure would be harmonious with or incongruous to the old and historic aspects of the surroundings. It is not the intent of this ordinance to discourage contemporary architectural expression or to encourage the emulation of existing building or structures of historic or architectural interest in specific detail. Harmony or incompatibility shall be evaluated in terms of the appropriateness of material, scale, size, height, and placement of a new building or structure in relationship to existing buildings and structures and to the setting thereof.

(4) In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Urban Conservation District or any adverse effect on a historical or architectural resource, then the Board shall deny the request for a certificate.

e. *Work Required to Conform with Certificate of Appropriateness.* Work performed pursuant to the issuance of a certificate shall conform to the requirements of such certificate, if any. The BDS Director shall inspect from time to time any work performed pursuant to a certificate to assure such compliance. In the event that such work is not in compliance, the Director shall issue a stop work order. A certificate shall become void unless construction is commenced within 6 months of date of issuance. All city licenses shall be issued on condition that the person owning or occupying the premises will comply with conditions, if any, in the certificate.

f. *Applicant's Action if Application is Denied.* In the event that a certificate is denied, the applicant may:

(1) Produce new evidence supporting his proposal and resubmit the application within ten working days of denial by the Board.

(2) Wait 6 months and resubmit the application.

(3) Apply for a certificate of economic hardship.

(4) If the request is for a demolition permit, the applicant may also wait 180 days, at which time said demolition permit shall be issued unless the City Council has extended the time for demolition. Any person who has been denied a demolition permit while the moratorium for the Walnut Street Area was in effect shall be given credit with the respect to the delay experienced during said moratorium. The Board may request that the demolition be delayed for an additional 120 days by action of the City Council. The City Council may, after receipt of such request, hold a public hearing and delay the demolition for an additional 120 days.

4. *Certificate of Economic Hardship.*

a. *Application Procedure.* Application for a certificate of economic hardship shall be made on a form prepared by the board and submitted to the PD Director. The board shall meet within 10 working days of notification that the PD Director has received a completed application for a certificate of economic hardship.

b. *Review Criteria*. The Board will review the application at a public hearing and may solicit expert testimony or require that the applicant for a certificate of economic hardship make submissions concerning any or all of the following information before it makes a determination on the application:

(1) Estimate of the cost of the proposed construction, alteration, demolition or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Landmarks Board for changes necessary for the issuance of a certificate of appropriateness.

(2) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.

(3) Estimated market value of the property in its current condition, after completion of the proposed construction, alteration, demolition or removal, after any changes recommended by the Board and, in the case of a proposed demolition, after renovation of the existing property for continued use.

(4) In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

(5) If the property is income-producing, the annual gross income from the property for the previous two years, itemized operation and maintenance expenses for the previous two year, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.

(6) All appraisals obtained within the previous two years by the owner of applicant in connection with the purchase, financing or ownership of the property.

(7) Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two years.

(8) Assessed value of the property according to the two most recent assessments.

(9) Real estate taxes for the previous two years.

(10) Form of ownership or operation of the property, whether sole proprietorship, for profit or not for profit corporation, limited partnership, joint venture, or other.

(11) Any other information considered necessary by the Board to a determination as to whether the property does yield or may yield a reasonable return to the owners.

c. Board Review and Action: A certificate of economic hardship shall be issued when the structure of part thereof has degenerated beyond feasible limits for rehabilitation or rehabilitation is impracticable and there is an economic hardship.

(1) If approved, the BDS Director will be instructed to issue a building or demolition permit, as requested, for the proposed work. If denied, the applicant shall have the right to appeal the decision to the Board of Adjustment. The Board of Adjustment shall conduct a full and impartial hearing on the matter before rendering a decision. The

same standards shall be applied by the Board of Adjustment as established herein. The Board of Adjustment may affirm, reverse, or modify the decision of the board in whole or in part.

C. **Definitions.** Unless specifically defined below, words, or phrases in the ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

Alteration. Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal, of any feature of the structure.

Economic Hardship. When the landowner cannot economically utilize the property, and it is impractical to sell or lease it or no market exists for it at a reasonable price.

Design Guidelines. A standard of appropriate activity that will preserve the historic architectural character of a structure or area.

Degenerated Beyond Feasible Limits for Rehabilitation. When the conditions of the structure are such that the economics of restoration preclude the landowner from making any reasonable economic use of the property if restored, or the restoration is infeasible from a technical or mechanical standpoint.

Ordinary Maintenance and Repair. Where the purpose of the work is stabilization or is normal, customary and routine affecting the exterior of the structure or the outside of the site, except for items specifically requiring a certificate of appropriateness.

Public Improvement Project. An action by the City of Springfield or any of its departments or agencies involving major modification or replacement of streets, sidewalks, curbs, street lights, street or sidewalk furniture, landscaping, or portions or the public infrastructure.

Rehabilitation. The act of process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use, while preserving those portions or features of the property that are significant historically, architecturally, or culturally.

Rehabilitation Impracticable. Infeasibility of restoration not only because of physical condition but also inability to turn the property to use or account profitably.

Removal. Any relocation of a structure, object, or artifact on its site or to another site.

Significant Exterior Architectural Feature. Those features which are important to or expressive of the architectural quality and integrity of the structure and its setting and which include, but are not limited to, building, detail, proportion, rhythm, scale, setting, shape, and workmanship.

Stabilization. The act or process of applying measures to halt deterioration and to establish the structural stability of an unsafe or deteriorated structure while maintaining the essential form as it presently exists without noticeable changing its exterior appearance.

Structure. Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality or the foregoing, advertising signs, billboards, backstops for tennis courts, fences, pergolas, gazebos, radio and television antennae, solar collectors, microwave antennae including supporting towers, roads, ruins or remnants (including foundations), swimming pools, walkways, or any similar item.

Survey. The systematic gathering of information on the architectural historical, or archaeological

significance of buildings, sites, structures, objects, or areas, and districts worthy of preservation.

D. **Exhibits.**

"EXHIBIT A"

SECRETARY OF INTERIOR'S STANDARDS FOR

HISTORIC PRESERVATION PROJECTS

Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

All buildings, structures, and sites shall be recognized as a product of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.

Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance, and this significance shall be recognized and respected.

Distinctive stylistic features or examples of skilled craftmanship which characterizes a building, structure, or site shall be treated with sensitivity.

Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications or features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building material shall be not undertaken.

Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.

Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.

Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

APPENDIX 1

AFFECTED ADDRESSES

East Walnut Street from a point east of National Avenue to a point west of Glenstone Avenue and all of

Cordova Court. The following addresses are included:

East Walnut Street Addresses:

1208	1345	1465	1635
1213	1351	1471	1638
1218	1354	1477	1647
1221	1358	1481	1648
1230	1363	1485	1655
1231	1400	1501	1656
1234	1401	1504	1666
1235	1404	1505	1673
1244	1410	1510	1700
1249	1420	1513	1701
1260	1430	1520	1704
1300	1435	1523	1708
1303	1440	1526	1714
1314	1448	1531	
1320	1451	1538	
1330	1456	1603	
1333	1460	1611	
1336	1461	1619	
1344	1464	1622	

Cordova Court Addresses:

300	316
307	319
310	336
311	342

APPENDIX 2 SUMMARY OF AMENDMENTS

October 1, 1989 – No amendments have been made as of this date.

36-10.07 Walnut Street – West Urban Conservation District

A. **Legal Description.** That the following described property, is designated as Urban Conservation District Number 1, to be known as the Walnut Street-West Urban Conservation District, which district shall be shown on the district maps and is described as follows:

1. *Walnut Street-West Urban Conservation District Legal Description.* Beginning at the Northwest Corner of Lot 6 E.T. Robberson's Addition, being the Southeast Corner of Walnut St. and John Q. Hammons Parkway, thence South along the East Rights- of-way of John Q. Hammons Parkway to the Northwest Corner of Lot 16 E.T. Robberson's Addition, being at a point on the South line of an existing 20 foot alley, thence East along the South line of said alley to a point on the West Rights-of-way line of National Ave. 238 feet M/L South of the Southwest Corner of Walnut St. and National Ave., thence Easterly 80 feet M/L crossing National Ave. to the Southwest Corner of Lot 4 O.H. Mitchell Addition, thence East to a point 20 feet East of the Southwest Corner of Lot 3 O.H. Mitchell Addition, being a point on the South line of Lot 3 O.H. Mitchell Addition, thence North to a point 20 feet East of the Northwest Corner of Lot 3 O.H. Mitchell Addition, thence Northeasterly across Walnut St. to the Southeast Corner of Lot 10 Hawthorne Addition, thence North to a point on the South line of Lot 9 Hawthorne Addition,

thence East to the Southeast Corner of Lot 9 Hawthorne Addition, thence North along the East line of Lots 9 through 4, Hawthorne Addition to the Northeast Corner of Lot 4 of Hawthorne Addition, also being the South Rights-of-way line of McDaniel St., thence West 166 feet M/L to the Northwest Corner of Lot 4 Hawthorne Addition, thence Westerly 80 feet M/L to the Northeast Corner of Lot 41 East Side Addition also being the Southwest Corner of McDaniel St. and National Ave., thence North 160 feet M/L to the Northeast Corner of Lot 27 East Side Addition, thence West to the Northwest Corner of said Lot 27, thence continue West 15 feet across the alley to the Northeast Corner of Lot 21 East Side Addition, thence South along the East line of Lots 21 and 22 in East Side Addition to and across McDaniel St. and continue South along the East line of Lots 35 through 40 of East Side Addition to the Southeast Corner of Lot 40 East Side Addition, thence West along the South line of Lot 40 East Side Addition, to and across Florence Ave. continuing West along South line of Lot 34 East Side Addition to and across Hampton Ave. to a point on the West Rights-of-way of Hampton Ave. 182feet M/L North of the North Rights-of-way of Walnut St., thence North 18 feet along the West Rights-of-way of Hampton Ave., thence West 150 feet, to the East line of property described in Book 2703 Page 1103, thence North along the East property line of Book 2703 Page 1103 to the South Rights-of-way line of McDaniel St. as it now exists, thence West along the South Rights-of-way line of McDaniel St. 61.4 feet, thence South 207.6 feet, thence West 63 feet,. Thence South 52 feet, thence West 419 feet M/L to a point on the East line of One Parkway Place 210 feet North of the North Rights-of-way line of Walnut St., thence South along the East line of One Parkway Place 210 feet to the North Rights-of-way of Walnut St. thence continuing South Across Walnut St. to a point on the South Rights-of-way of Walnut St. and the North line of Lot 10 of E.T. Robberson Addition, thence West along the North line of Lots 6 through 10 of E.T. Robberson Addition to the Point of Beginning. All in the City of Springfield, County of Greene, State of Missouri.

(Location: East Walnut Street - Hammons Parkway to a point east of National and north on National to a point north of McDaniel.)

B. **Subareas.** The following sub-districts are hereby established within the Walnut Street- West Urban Conservation District, to be known as Sub Areas A & B which are described as follows:

1. *Sub Area A Walnut Street Area.* Beginning at the Northwest Corner of Lot 6 E.T. Robberson's Addition, being the Southeast Corner of Walnut St. and John Q. Hammons Parkway, thence South along the East Rights-of-way of John Q. Hammons Parkway to the Northwest Corner of Lot 16 E.T. Robberson's Addition, being at a point on the South line of an existing 20 foot alley, thence East along the South line of said alley to a point on the West Rights-of- way line of National Ave. 238 feet M/L South of the Southwest Corner of Walnut St. and National Ave., thence Easterly 80 feet M/L crossing National Ave. to the Southwest Corner of Lot 4 O.H. Mitchell Addition, thence East to a point 20 feet East of the Southwest Corner of Lot 3 O.H. Mitchell Addition, being a point on the South line of Lot 3 O.H. Mitchell Addition, thence North to a point 20 feet East of the Northwest Corner of Lot 3 O.H. Mitchell Addition, thence Northeasterly across Walnut St. to the Southeast Corner of Lot 10 Hawthorne Addition, thence North to a point on the South line of Lot 9 Hawthorne Addition, thence East to the Southeast Corner of Lot 9 Hawthorne Addition, thence North to the Northeast corner of said Lot 9, thence West to the Northwest corner of said Lot 9, thence West across the National Avenue right-of-way to the Northeast corner of Lot 46 of East Side Addition, thence West along the North line of said Lot 46 and across a 15 feet wide alley to the Northeast corner of Lot 40 of East Side Addition, thence South along the East line of Lot 40 of East Side Addition to the Southeast Corner of Lot 40 East Side Addition, thence West along the South line of Lot 40 East Side Addition, to and across Florence Ave. continuing West along South line of Lot 34 East Side Addition to and across Hampton Ave. to a point on the West Rights-of-way of Hampton Ave. 182feet M/L North of the North Rights-of-way of Walnut St., thence North 18 feet along the West Rights-of-way of Hampton Ave., thence West 150 feet, to the East line of property described in Book 2703 Page 1103, thence North along the East property line of Book 2703 Page 1103 to the South Rights-of-way line of McDaniel St. as it now exists, thence West along the South Rights-of-way line of McDaniel St. 61.4 feet, thence South 207.6 feet, thence West 63 feet. Thence South 52 feet, thence West 419 feet M/L to a point on the East line of One Parkway Place 210 feet North of the North Rights-of-way line of Walnut St., thence South along the East line of One Parkway Place 210 feet to the North Rights-of-way of Walnut St. thence continuing South Across Walnut St. to a point on the South Rights-of-way of Walnut St. and the

North line of Lot 10 of E.T. Robberson Addition, thence West along the North line of Lots 6 through 10 of E.T. Robberson Addition to the Point of Beginning. All in the City of Springfield, County of Greene, State of Missouri.

2. *Sub Area B National Avenue Area.* Beginning at the Southeast corner of Lot 8 of Hawthorn Addition, thence North along the East line of Lots 8 through 4 of Hawthorne Addition to the Northeast Corner of Lot 4 of Hawthorne Addition, also being the South Rights-of-way line of McDaniel St., thence West 166 feet M/L to the Northwest Corner of Lot 4 Hawthorne Addition, thence Westerly 80 feet M/L to the Northeast Corner of Lot 41 East Side Addition also being the Southwest Corner of McDaniel St. and National Ave., thence North 160 feet M/L to the Northeast Corner of Lot 27 East Side Addition, thence West to the Northwest Corner of said Lot 27, thence continue West 15 feet across the alley to the Northeast Corner of Lot 21 East Side Addition, thence South along the East line of Lots 21 and 22 in East Side Addition to and across McDaniel St. and continue South along the East line of Lots 35 through 39 of East Side Addition to the Southeast Corner of Lot 39 East Side Addition, thence east across a 15 feet wide alley to the Southwest corner of Lot 45 of East Side Addition, thence continuing East to the Southeast corner of said Lot 45, thence East across National Avenue right-of-way to the Southwest corner of Lot 8 of Hawthorn Addition, thence east to the Point of beginning.

C. **District Regulations.** Notwithstanding any other provision of the Springfield City Code to the contrary, the following regulations shall govern and control the enforcement, administration, interpretation, and use and development of land throughout Urban Conservation District No. 1, known as the Walnut Street-West Urban Conservation District. Unless otherwise stated herein, the minimum requirements of the applicable underlying zoning district, the Zoning Ordinance, and any other provision of the Springfield City Code shall be applicable to all properties within the Walnut Street-West Urban Conservation District.

1. *Permitted Uses.* The following uses shall be permitted in the Walnut Street-West Urban Conservation District except for those properties identified in subsection 3.C.
   a. Single-family-detached dwellings.
   b. Single-family-semi-detached dwellings~~, in accordance with *Section 3-3100*~~.
   c. Townhouses containing no more than four dwelling units.
   d. Duplexes.
   e. Multi-family dwellings.
   f. Boarding and lodging houses.
   g. Nursing homes.
   h. Day care homes and group day care homes in accordance with Springfield City Code.
   i. Group homes, custodial.
   j. Public parking areas in accordance with subsection 4.D. or 5.D., except parking designed for or used for parking of trucks having a capacity of 3/4 ton or larger or the chassis thereof, or a single unit with more than one rear drive axle shall not be permitted.
   k. Community centers, nonprofit.
   l. Little Theater group, or dramatic clubs.
   m. Art galleries, libraries or museums.
   n. Offices, administrative, business, financial and professional.
   o. Schools and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.
   p. Day care centers in accordance with Springfield City Code.
   q. Zero-lot-line construction, in accordance with Section 36-5.03.C~~3-3200~~.
   r. The following commercial uses shall be permitted in contributing buildings as established in subsection 3.D., provided the existing structure is preserved and was built before January 1, 1940; the goals of historic preservation are met; and any exterior modification to the property is consistent with the Secretary of Interior's Standards for Rehabilitation and the *Walnut Street Design Guidelines*. Commercial uses are limited to the following types:
      (1) Antique shops;
      (2) Book or stationary stores;
      (3) Clothing boutiques or ready-to-wear shops;
      (4) Dry goods or notion stores;
      (5) Florist or gift shops;

(6) Tailors; and
(7) Bed and breakfast inns.

s. *Outdoor Display and Sales.* Outdoor display and sales are permitted as an accessory use subject to the following conditions:
(1) A permitted commercial use, as established in Section 36-10.07.C. shall be operating within the building or structure;
(2) Outdoor display and sales shall be limited to the side and rear yard of a lot; and on a corner lot, outdoor display and sales shall be limited to the rear yard and any side yard that does not abut a street;
Outdoor display and sales shall not encroach within a side or rear yard setback, shall be located a minimum of 10 feet behind the front building line and shall not encroach within any required vehicular use area;
(3) Outdoor sales shall be limited to hours between sunrise and sunset;
(4) Outdoor display and sales shall be limited to those items that would typically be displayed outdoors, including but not limited to: birdbaths, statuettes, outdoor furniture, plants, etc.;
(5) Items for outdoor display and sales shall be stored in an organized manner and must be integrated as part of a plan that shall require the issuance of a certificate of appropriateness from the Landmarks Board; and
(6) When considering the issuance of a certificate of appropriateness for outdoor display and sales areas, the Landmarks Board shall consider whether the proposal will detract from any element that promotes the historic context of the *Walnut Street National Historic District*; and will unduly impact any adjacent residential use by increasing noise, lighting or traffic directly associated with the commercial activity.

2. The following commercial uses shall be permitted for the properties commonly addressed as 1041 East Walnut Street, 1050 East Walnut Street, 1108 East Walnut Street, 1111 East Walnut Street, 1112 East Walnut Street, 1129 East Walnut Street, all being in Springfield, Greene County, Missouri, and more particularly described as:
Beginning on the north side of East Walnut Street, 974.3 feet west of the range line dividing Ranges 21 and 22, being the southeast corner of Moses Levy's lot; thence east 123.3 feet to the southeast corner of the W. H. Garrett lot for a beginning point; thence east 76 feet, thence north 200 feet; thence west 76 feet, thence south 200 feet to the point of beginning being a part of the southeast quarter (SE 1/4) of the northeast quarter (NE 1/4) Section 24, Township 29, Range 22.

All of Lot 10 and Lot 11 except the east 20 feet, Ad. E. Smith's Addition.

Lot 8, Ad. E. Smith's Addition.

Lot 49 East Side Addition.

Lot 7 and west 24 feet and two inches of Lot 6, Ad. E. Smith's Addition.

All of Lot 51 and Lot 52 except the east 17.5 feet, East Side Addition.

a. Temporary outdoor green grocer's market limited to daylight hours, four days per week. Notwithstanding other provisions of Chapter 36 of the City Code prohibiting outdoor storage and display of goods for sale, such storage and sales shall be permitted, limited to flowers, potted plants, perishable vegetables and vegetative produce, craft items and baked goods, from portable stands, stalls, or hand carts located in the front yards. Sales from trucks or other vehicles are prohibited. No overnight storage of goods, stands, stalls, or hand cards is allowed from the front yard of any premises, and all goods, stands, stalls, and hard carts must be removed from the front yard by sundown of each day of operation.
b. Personal service establishments including beauty parlors, barber shops, dry cleaning and pick-up, shoe repair, self-service laundromats, express or mailing offices, hearing aid and eye glass shops, massage therapy and spas.

3. *Conditional Uses.* The following conditional uses may be permitted provided they meet the

provisions of, and a Conditional Use permit is issued pursuant to Section 36-2.04 and, these uses shall only be permitted in a contributing building as established in subsection 2.D. except for such accessory outdoor uses with conditions set forth below, provided the existing structure is preserved and was built before January 1, 1940; the goals of historic preservation are met; any exterior modification to the property is consistent with the Secretary of Interior's Standards for Rehabilitation and the *Walnut Street Design Guidelines*; a certificate of appropriateness has been issued by the Landmarks Board indicating approval of the work; the use does not create any amplified sound outside the contributing building; and the use is in compliance with the noise standards of Section 36-4.05 of this code and Chapter 78, Article IV, Division 2, Section 78-112, Springfield City Code.

a. Restaurants (sit down or dine in), excluding drive-in and carry-out facilities, which restaurants may include outdoor dining as an accessory use to the main structure with the following limitations:
   (1) Outdoor dining shall be limited to the hours of 11:00 a.m. and 11:00 p.m.;
   (2) All preparation of food for outdoor dining use shall be prepared in the contributing building approved for restaurant use;
   (3) Accessory structures existing at the time of the passage of this ordinance shall be used only for storage and parking accessory to the use of the contributing building, and dining and beverage service, including the sale of alcohol, but in no event shall the accessory structure be used for food preparation; and
   (4) All outdoor activity shall cease at 11:00 p.m. other than routine ingress and egress from the contributing building.

4. *Use Guidelines for 1200 and 1201 East Walnut.* The following use regulations shall apply for the properties commonly addressed as 1200 East Walnut and 1201 East Walnut, more particularly described as:

All of Lot 4 and the West 20 feet of Lot 3 in O. H. Mitchell's Addition plus all of Lot 10 in Hawthorn Addition, all in the City of Springfield, Greene County, Missouri.

a. The following uses shall be permitted.
   (1) Single-family-detached dwellings.
   (2) Single-family-semi-detached dwellings, in accordance with Section 36-5.05.C.
   (3) Townhouses containing no more than four dwelling units.
   (4) Duplexes.
   (5) Multi-family dwellings.
   (6) Boarding and lodging houses.
   (7) Nursing homes.
   (8) Day care homes and group day care homes in accordance with Springfield City Code.
   (9) Group homes: custodial.

b. The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to Section 36-2.04. These uses shall only be permitted in a contributing building as established in subsection 3.D, provided the existing structure is preserved and was built before January 1, 1940; the goals of historic preservation are met; and any exterior modification to the property is consistent with the Secretary of Interior's Standards for Rehabilitation and the *Walnut Street Design Guidelines*; and a certificate of appropriateness has been issued by the Landmarks Board indicating approval of the proposed work.
   (1) Public parking areas, in accordance with Subsection 4.D or 5.D.
   (2) Antique shops.
   (3) Bed and breakfast inns.
   (4) Book or stationary stores.
   (5) Clothing boutique or ready to wear shop.
   (6) Community centers, nonprofit.
   (7) Dry goods or notion stores.
   (8) Florist or gift shop.
   (9) Little Theater group, or dramatic clubs.
   (10) Art galleries museums or libraries.
   (11) Offices, administrative, business, financial and professional.
   (12) Schools and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.

(13) Tailors.
(14) Day care centers in accordance with Springfield City Code.
(15) Zero-lot-line construction, in accordance with Section 36-5.03.

5. *Contributing Buildings.* For purposes of this ordinance, contributing buildings shall be determined in accordance with the *Walnut Street Historic District National Register of Historic Places Nomination* as officially listed in the National Register of Historic Places on March 21, 1985, and incorporating any amendments of said nomination.

6. *Certificate of Economic Hardship.* The standards contained in Section 36-2.11.E, and typically applicable to a Historic Landmark and Historic Districts, shall be applicable to any site or parcel in the Walnut Street-West Urban Conservation District.

7. *Additional Standards Regarding Certificates of Appropriateness and Economic Hardship.* All sites and parcels within the Walnut Street-West Urban Conservation District and subject to the issuance of certificates of appropriateness and economic hardship shall also be subject to the standards contained in Section 36-2.11.

8. *Refuse Storage.* In addition to the standards of Section 36-8.04, refuse storage shall adhere to the following:
   a. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices, approved for use in the City of Springfield, shall be placed on the site in a location where they are least visible from a public right-of-way other than alleys. Each litter control or refuse device shall be enclosed so that no part of the device shall be visible from public right-of-way (except alleys) or from adjoining properties.

9. *Minimum Maintenance Requirements.* Every owner, and every person in actual possession of property in the district, shall keep all interior and exterior portions of buildings and other structures in good repair.
   a. *Public Areas.* All sidewalks leading to a building, steps, driveways, parking spaces, and similar paved areas for public use shall be kept in a proper state of repair. If any sidewalk or driveway or portion thereof by virtue of its state of repair shall constitute a danger to public health and safety, the sidewalk or driveway or portion thereof shall be replaced.
   b. *Structural Members.* All supporting structural members of all structures shall be kept structurally sound, free of deterioration, and maintained capable of safely bearing the dead and live loads imposed upon them.
   c. *Exterior Surfaces (Foundations, Walls, and Roofs).* Every foundation, exterior wall, roof, and all other exterior surface shall be maintained in a workmanlike state of maintenance and repair.
   d. *Foundation Walls.* All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads and shall be maintained plumb and free from open cracks and breaks, so as not to be detrimental to public safety and welfare.
   e. *Exterior Walls.* Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials shall be maintained weatherproof and shall be properly surface coated when required to prevent deterioration.
   f. *Roofs and Drainage.* The roof shall be structurally sound, tight, and not have defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness or deterioration in the walls or interior portion of the building. Roof water shall not be discharged in a manner that creates a nuisance to owners or occupants of adjacent premises or that creates a public nuisance.
   g. *Decorative Features.* All cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.
   h. *Signs and Awnings.* All canopies, signs, awnings, stairways, fire escapes, exhaust ducts, and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. They shall be protected from the elements and against decay and rust by the periodic application of a weather-coating material such as paint or other protective treatment.

i. *Chimneys.* All chimneys and similar appurtenances shall be maintained structurally safe, sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials such as paint or similar surface treatment.

j. *Stairs and Porches.* Every stair, porch, fire escape, balcony, and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and good repair.

k. *Window and Door Frames.* Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible, and to substantially exclude wind from entering the dwelling or structure.

l. *Weathertight.* Every window and exterior door shall be fitted reasonably in its frame and be weathertight. Weather stripping shall be used to exclude wind or rain from entering the dwelling or structure and shall be kept in sound condition and good repair.

m. *Glazing.* Every required window sash shall be fully supplied with approved glazing materials which are without open cracks and holes.

n. *Door Hardware.* Every exterior door and its hardware shall be maintained in good condition. Door locks on all doors entering dwelling units shall be in good repair and capable of tightly securing the door.

o. *Basement Hatchways.* Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rats, rain, and surface drainage water into the structure.

p. *Grading and Drainage.* All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Stagnant water shall be determined as any accumulation that has not dispersed within seven days of the last recorded local rainfall.

q. *Accessory Structures.* All accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound and in compliance with Sections 36-5.03.B and 36-6.03.B.

10. The Landmarks Board may refer violations of this section to the BDS Director for purposes of conducting such inspections and enforcement proceedings as BDS Director may deem appropriate so that the building or structure may be preserved in accordance with the purposes of this ordinance.

11. The provisions of this section shall be in addition to all other applicable provisions of the Springfield City Code relating to the construction and maintenance of buildings and structures.

D. **Area A Regulations.**

1. *Site Plans.* Any development or use requiring a site plan pursuant to Section 36-2.03, and located within the Walnut Street-West UCD, must first acquire a certificate of appropriateness, when required, from the Landmarks Board in accordance with Section 36-10.07.D.2. Site plans may also be subject to conditions by City Council in order to promote the intent of the *Walnut Street Preservation Plan.*

2. *Certificate of Appropriateness.* The standards contained in Section 36-2.11, and typically applicable to a Historic Landmark and Historic Districts, shall be applicable to any site or parcel in the Walnut Street-West Urban Conservation District, unless otherwise modified herein.

a. *When Required.* A certificate of appropriateness shall be required in accordance with the standards contained in Section 36-2.11.D with the following modification:

(1) Section 36-2.11.D.1.b shall be applicable to structures as specified in the *Walnut Street Design Guidelines* or *Historic Survey* conducted in the Walnut Street-West Urban Conservation District.

b. *Review Criteria.* The Landmarks Board, in considering whether or not to issue a certificate of appropriateness, shall be guided by the standards contained in Section 36-2.11.D.3 with the following modifications:

(1) The *Walnut Street Design Guidelines* which are on file with the PD Director shall be used to fulfill the standard referenced in Section 36-2.11.D.

(2) For demolition, the Landmarks Board shall also consider the standards contained in Section 36-2.11.D.3.d with the following additions and

modifications:
(a) The visual and spatial relationship of the structure to its surroundings and to the rest of the Walnut Street Urban Conservation District - West.
(b) The Board shall consult the Walnut Street Historic Survey, the Walnut Street Historic District National Register Nomination and/or the Walnut Street Preservation Plan in addition to those items contained in Section 36-2.11.D.3.d.

(3) The alternatives available to the demolition applicant including:
(a) Donation of the subject structure or site to a public or benevolent agency.
(b) Donation of a part of the value of the subject structure or site to a public or benevolent agency, including the conveyance of development rights and facade easements.
(c) The possibility of sale of the structure or site, or any part thereof, to a prospective purchaser capable of preserving such structure or site.
(d) The potential of such structure or site for renovation and its potential for continuing use.

(4) The Board shall balance the interest of the public in preserving the structure, site, or portion thereof and the interest of the owner in its utilization.

3. *Demolition of Contributing Buildings.* The standards contained in Section 36-2.11.D.3.d shall not be applicable to the Walnut Street- West Urban Conservation District. Notwithstanding any other provisions of this ordinance to the contrary, demolition of a contributing building as defined in Section 36-10.07.C.5. of this ordinance shall occur only in accordance with the provisions of this section. Demolition of a contributing building in the Walnut Street Urban Conservation District - West constitutes an irreplaceable loss to the quality and character of the district and the City of Springfield. No permit shall be issued for demolition of a contributing building unless a certificate of economic hardship has been issued by the Landmarks Board verifying that the structure has degenerated beyond feasible limits for rehabilitation, or that rehabilitation is impracticable and there is an economic hardship.

4. *Signs.* All signage shall meet the standards of Article 9 unless otherwise modified herein:
a. *Number.* Each premises shall be permitted one detached sign and shall also be permitted either one projecting sign or one wall sign.
b. *Size.* A maximum of 16 square feet of background area shall be permitted for each attached or detached sign. Detached signs may be two sided, each side not to exceed 16 square feet. A single-sided detached sign shall not exceed 16 square feet.
c. *Height.* No part of a detached sign shall exceed a height of 5 feet above the ground area upon which it is located.
d. *Sign Lighting.* No sign shall use a blinking, flashing, animated, or other illuminating device which changes in light intensity. No beacons or strobe lights shall be permitted.
e. *Sign Types.* Signs shall only refer to a business, person, activity, goods, products, or service located on the premises where the sign is installed and maintained. Temporary signs shall not be permitted.
f. *Exempt Signs.* Those signs set forth below shall also be permitted.
(1) *Address Numbers and Name Plates. Address* numbers for each residential building not exceeding one square foot in effective area and one name plate not exceeding 2 square feet in effective area per dwelling unit or business.
(2) *Banner Signs.* One sign composed of highly flexible lightweight material, such as a banner, per business premises, which is not over 4 square feet in effective area, posted for not more than 30 days per year.
(3) *Directional Signs.* Detached on-premises directional signs which do not exceed 5 square feet in effective area. Any logo, business name, product, or service identification, or other advertising shall not exceed 20% of the effective area. No part of the sign shall exceed 4 feet in height above street grade or 4 feet in height above the lowest level of the ground under the sign if elevation of premises at sign location is more than 12 inches above street grade, excluding berms or other landscaping features. A certificate of appropriateness much be issued prior to installation of directional signs.

(4) *Flag.* A flag or similar device identifying any person.
(5) *Government Signs.* Any sign erected or maintained by or for any agency or government pursuant to and in discharge of any governmental function or required or authorized by law, ordinance, or governmental regulations.
(6) *Internal Signs.* Any on-premises sign, the copy of which cannot be viewed from a street right-of-way or adjoining property.
(7) *Neighborhood Identifications Signs.* A sign, masonry wall, landscaping or other similar material or features which are combined to form a display for neighborhood or tract identification, provided that the legend of such display shall consist of only the neighborhood, tract name, or historic district. A certificate of appropriateness must be issued prior to installation of neighborhood identification signs.
(8) *Real Estate Sale, Lease, And Construction Signs.* Non-illuminated temporary on-premises signs pertaining to the construction, sale, or lease of that premises, not to exceed 6 square feet in effective area. Such signs shall be removed within 14 days after the closing of the sale or lease or within 30 days after the issuance of an occupancy permit or erection of a permanent sign, whichever occurs first.
(9) *Miscellaneous Exempt Signs.*
(a) A temporary sign not exceeding 4 square feet in background area advertising drives or events of a civic, philanthropic, educational, religious, political, or similar nature, provided that said sign is posted only during said drive or event for no more than 30 days per year and is removed within 24 hours after an event.
(b) Attached incidental sign, which pertains to goods, products, services, or facilities that are available on the premises where the sign is located, but only tangentially related to the main activities or purposes of the business, not exceeding a total of 4 square feet in effective area per business.

5. *Off-Street Parking Requirements.* All uses shall provide off-street parking in accordance with Section 36-7.04, unless the contributing structure is intact, whereas Section 36-7.04 is otherwise modified herein:
a. Parking Spaces Required.
(1) Non-residential uses shall have at least one parking space for each 350 square feet of gross leasable area, excluding outdoor display and sales areas. However, parking requirements may be reduced for uses that demonstrate a sensitivity to historic preservation. The applicant may submit a parking plan to the ARC for modification to the requirements. The ARC shall consult with the Landmarks Board for overall sensitivity to historic preservation.
(2) Residential uses shall have at least one and 1.5 parking spaces for each dwelling unit.
b. *Parking Lot Surface.* Parking lots and driveways shall be surfaced with either asphalt, concrete or pavers so as to provide a permanent surface capable of withstanding the type of vehicular traffic to which such area is likely to be subjected.

E. **Area B Regulations.**

1. *Site Plans.* All development and uses shall comply with the site plan requirements of Section 36-2.03.

2. *Certificate of Appropriateness.*
a. *When Required.* A certificate of appropriateness shall be required when a contributing structure is proposed to be demolished.
b. *Review Criteria.* The Landmarks Board, in considering whether or not to issue a certificate of appropriateness, shall be guided by the standards contained in Section 36-2.11.D.3 with the following modifications:
(1) For demolition, the Landmarks Board shall also consider the standards contained in Section 36-2.11.D.3.d with the following additions and modifications:
(a) The visual and spatial relationship of the structure to its surroundings

and to the rest of the Walnut Street Urban Conservation District - West.

(b) The Landmarks Board shall consult the Walnut Street Historic Survey, the Walnut Street Historic District National Register Nomination and/or the Walnut Street Preservation Plan in addition to those items contained in Section 36-2.11.D.3.d

(2) The alternatives available to the demolition applicant including:

(a) Donation of the subject structure or site to a public or benevolent agency.

(b) Donation of a part of the value of the subject structure or site to a public or benevolent agency, including the conveyance of development rights and facade easements.

(c) The possibility of sale of the structure or site, or any part thereof, to a prospective purchaser capable of preserving such structure or site.

(d) The potential of such structure or site for renovation and its potential for continuing use.

(e) The Landmarks Board shall balance the interest of the public in preserving the structure, site, or portion thereof and the interest of the owner in its utilization.

3. *Demolition of Contributing Buildings.* The standards contained in Section 36-2.11.D.3.d shall not be applicable to the Walnut Street- West Urban Conservation District. Notwithstanding any other provisions of this ordinance to the contrary, demolition of a contributing building as defined in subsection 2.D. of this ordinance shall occur only in accordance with the provisions of this section. Demolition of a contributing building in the Walnut Street Urban Conservation District - West constitutes an irreplaceable loss to the quality and character of the district and the City of Springfield. No permit shall be issued for demolition of a contributing building unless a certificate of economic hardship has been issued by the Board verifying that the structure has degenerated beyond feasible limits for rehabilitation, or that rehabilitation is impracticable and there is an economic hardship.

4. *Signs.* All signage shall meet the standards of Article 9 unless otherwise modified herein:

a. *Number.* Each premises shall be permitted one detached sign and shall also be permitted either one projecting sign or one wall sign.

b. *Size.* A maximum of 50 square feet of background area shall be permitted for each attached or detached sign. Detached signs may be two sided, each side not to exceed 50 square feet. A single-sided detached sign shall not exceed 50 square feet.

c. *Height.* No part of a detached sign shall exceed a height of 10 feet above the ground area upon which it is located.

d. *Sign Lighting.* No sign shall use a blinking, flashing, animated, or other illuminating device which changes in light intensity. No beacons or strobe lights shall be permitted.

e. *Sign Types.* Signs shall only refer to a business, person, activity, goods, products, or service located on the premises where the sign is installed and maintained. Temporary signs shall not be permitted.

f. *Exempt Signs.* Those signs set forth below shall also be permitted.

(1) *Address Numbers and Name Plates.* Address numbers for each residential building not exceeding one square foot in effective area and one name plate not exceeding 2 square feet in effective area per dwelling unit or business.

(2) *Banner Signs.* One sign composed of highly flexible lightweight material, such as a banner, per business premises, which is not over 4 square feet in effective area, posted for not more than 30 days per year.

(3) *Directional Signs.* Detached on-premises directional signs which do not exceed 5 square feet in effective area. Any logo, business name, product, or service identification, or other advertising shall not exceed 20% of the effective area. No part of the sign shall exceed 4 feet in height above street grade or 4 feet in height above the lowest level of the ground under the sign if elevation of premises at sign location is more than 12 inches above street grade, excluding berms or other landscaping features. A certificate of appropriateness much be issued prior to installation of directional signs.

(4) *Flag.* A flag or similar device identifying any person.

(5) *Government Signs.* Any sign erected or maintained by or for any agency or

government pursuant to and in discharge of any governmental function or required or authorized by law, ordinance, or governmental regulations.

(6) *Internal Signs.* Any on-premises sign, the copy of which cannot be viewed from a street right-of-way or adjoining property.

(7) *Neighborhood Identifications Signs.* A sign, masonry wall, landscaping or other similar material or features which are combined to form a display for neighborhood or tract identification, provided that the legend of such display shall consist of only the neighborhood, tract name, or historic district. A certificate of appropriateness must be issued prior to installation of neighborhood identification signs.

(8) *Real Estate Sale, Lease, And Construction Signs.* Non-illuminated temporary on-premises signs pertaining to the construction, sale, or lease of that premises, not to exceed 6 square feet in effective area. Such signs shall be removed within 14 days after the closing of the sale or lease or within 30 days after the issuance of an occupancy permit or erection of a permanent sign, whichever occurs first.

(9) *Miscellaneous Exempt Signs.*

(a) A temporary sign not exceeding 4 square feet in background area advertising drives or events of a civic, philanthropic, educational, religious, political, or similar nature, provided that said sign is posted only during said drive or event for no more than 30 days per year and is removed within 24 hours after an event.

(b) Attached incidental sign, which pertains to goods, products, services, or facilities that are available on the premises where the sign is located, but only tangentially related to the main activities or purposes of the business, not exceeding a total of 4 square feet in effective area per business.

5. *Off-Street Parking Requirements.* All uses shall provide off-street parking in accordance with Section 36-7.04, unless the contributing structure is intact, whereas Section 36-7.04 is otherwise modified herein:

a. Parking Spaces Required.

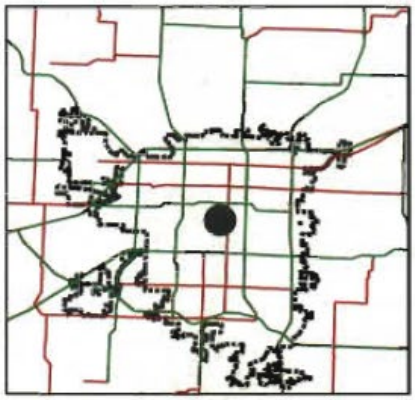
(1) Non-residential uses, except restaurant uses which shall follow the requirements, shall have at least one parking space for each 350 square feet of gross leasable area, excluding outdoor display and sales areas. However, parking requirements may be reduced for uses that demonstrate a sensitivity to historic preservation. The applicant may submit a parking plan to the ARC for modification to the requirements.

(2) Residential uses shall have at least one and 1.5 parking spaces for each dwelling unit.

b. *Parking Lot Surface.* Parking lots and driveways shall be surfaced with either asphalt, concrete or pavers so as to provide a permanent surface capable of withstanding the type of vehicular traffic to which such area is likely to be subjected.

F. **Definitions.** The Walnut Street-West Urban Conservation District shall be subject to all applicable definitions found in Article 11. Any definition found in Article 11 and referencing historic structures, historic sites, historic landmarks, or historic districts shall also be deemed applicable to any building or property within the Walnut Street-West Urban Conservation District.

G. **Exhibits.**



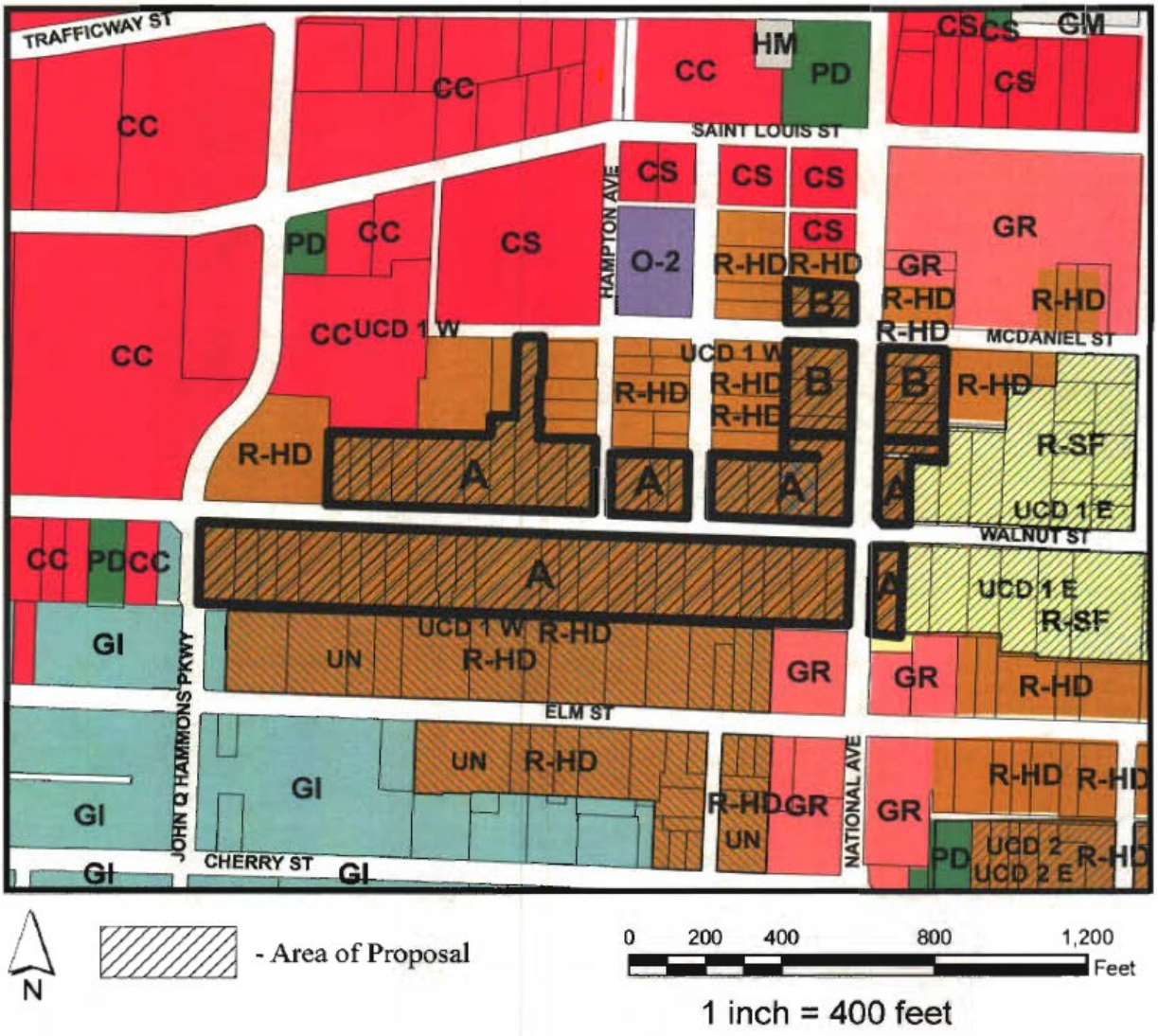
Zoning & Subdivision Report

Planning & Development - 417/864-1611
840 Boonville - Springfield, Missouri 65801

Exhibit 2
Z-02-2010
Walnut Street-West UCD
Sub Areas

Location: 900-1200 blk E. Walnut & 200-300 blk S. National

LOCATION SKETCH



36-10.08 Short-term Rentals

A. **Short-term Rental Type 1.**

1. This section (1) shall apply to a short-term rental use that:
   a. Is rented for periods of less than 30 consecutive days;
   b. Is located within a R-SF or R-MX1 zoning district; and
   c. Is a residential dwelling that is the primary residence of the short-term rental owner or operator.

2. The following provisions shall apply to a short-term rental type 1:
   a. A short-term rental type 1 shall only be located in the primary structure or an accessory dwelling unit per Section 36-4.04.C;
   b. Annual business license shall be obtained; and
   c. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 1 which is not in compliance with the provisions of this section.

B. **Short-term Rental Type 2.**

1. This section (B) shall apply to a short-term rental use that:
   a. Is rented for periods of less than 30 consecutive days;
   b. Is located within a R-SF or R-MX1 zoning district; and
   c. Is not a residential dwelling that is the primary residence of the short-term rental owner or operator.

2. The following provisions shall apply to a short-term rental type 2:
   a. Density limitations: no short-term rental type 2 shall be located within 500 feet of another short-term rental type 2, as measured by the shortest distance between the two closest property lines;
   b. A short-term rental type 2 shall only be located in the primary structure or an accessory dwelling unit;
   c. No exterior alterations that would change the single-family residential character of the short-term rental type 2, other than those necessary to ensure the safety of the structure, shall be made;
   d. No residential structure shall be removed for parking or to expand the short-term rental type 2;
   e. A short-term rental type 2 shall not be rented for receptions, parties, weddings, or any similar activities on the property;
   f. The owner of a short-term rental type 2 shall provide notification as required by Section 36-10.08.D;
   g. A certificate of occupancy shall be obtained in accordance with Article I, Division 6 of Chapter 38, Building Development Codes;
   h. An annual business license shall be obtained; and
   i. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 2 which is not in compliance with the provisions of this section.

3. A short-term rental type 2 permit shall be required for short-term rental type 2 uses.
   a. An application fee as set forth in the schedule of fees, shall accompany any short-term rental type 2 application and is in addition to the permit and certificate of occupancy fee required by this section. The additional fee shall be for the costs of processing the application.
   b. Applicant(s) shall hold a neighborhood meeting at the property involved in the application or in the immediate vicinity. Notice of the meeting shall be sent by first-class mail, postage paid, at least 10 days prior to the meeting, to the owner of each real property within 500 feet of the short-term rental property, as shown on the records of the county assessor, to the occupant of each real property within 500 feet of the short-

term rental property, which may be addressed to “occupant” and mailed to the physical address, and to the president or other association officer(s) of any neighborhood association(s) as on file with the PD Director.

c. Notice of the neighborhood meeting shall be posted by the applicant at least 10 days prior to the meeting and 21 days after for a total of at least 31 days in conspicuous places on or in the immediate vicinity of the property which is the subject of the short-term rental type 2. One sign shall be posted on each street frontage of the subject property. Additional signs or alternate posting locations may be required at the discretion of the PD Director. Such notice shall be at least 18 inches in height and 24 inches in width and shall contain the words "NEIGHBORHOOD MEETING" and in addition the date, time, and place of the public meeting, and a telephone number where additional information can be secured.

d. It is recommended the meeting be held early enough to provide time for the applicant to consider any neighborhood input, allow any changes to be evaluated by staff, and to resolve any issues if possible. The meeting shall be scheduled from 4:00 p.m. to 6:30 p.m.

e. The mailing shall be performed by the Department of Planning and Development; however, the letters and envelopes themselves must be prepared, and postage placed on same by the applicant. The neighborhood letters shall be submitted to the Department of Planning and Development for mailing, in sufficient time to allow for mailing for at least 10 days prior to the date of the neighborhood meeting. A file copy of the letter shall be provided to the Department of Planning and Development. The notice letter shall contain the following at a minimum and any additional information as required by the PD Director:
   (1) Description and details of proposed short-term rental operation including number of days per month to be rented and any other proposed changes;
   (2) Meeting date, time and location;
   (3) Applicant or their representative's contact information; and
   (4) Information sheet provided by the city, including notice that an owner of residential real property within 500 feet of the short-term rental property has 10 days from the date of the neighborhood meeting to submit a letter objecting to the short-term rental.

f. No more than 10 days following the neighborhood meeting, the applicant shall submit a summary of the meeting to the Department of Planning and Development using the following format as set forth below (“meeting summary”):
   (1) Meeting date, time, and location;
   (2) Number of individuals in attendance with an attached sign-in sheet;
   (3) List of issues raised, and any verbal comments received and how the applicant plans to respond; and
   (4) Additional information, such as comment cards and letters, shall be attached to the summary.

g. If the applicant does not submit a complete meeting summary within 10 days of the neighborhood meeting, the application shall be considered incomplete, and the applicant will be required to conduct a new meeting.

h. If at least two or at least 30%, whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection no more than 10 days after the neighborhood meeting, the application shall be denied. If the application is denied for this reason, an applicant may file an appeal to the Planning and Zoning Commission for a resolution to approve the application. An appeal must be filed within 10 days of denial. The decision of the Planning and Zoning Commission shall be final for the purposes of Chapter 536, RSMo.

i. If the applicant submits a complete meeting summary and less than two or less than 30%, whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection, the application shall be approved, provided that all other requirements have been satisfied.

j. The City shall have the authority from time to time to prepare forms to implement this section including application forms, forms for notice, forms for proof of ownership, and other appropriate requirements.

C. **Short-term Rental Type 3.**

1. This section (C) shall apply to a short-term rental use that:
   a. Is rented for a period of less than 30 consecutive days; and
   b. Is not located in an R-SF or R-MX1 zoning district, but in a zoning district that allows residential uses.

2. The following provisions shall apply to a short-term rental type 3:
   a. A maximum of two units, or 10% of the units on a premises, whichever is greater, may be used as two short-term rental type 3 units;
   b. A short-term rental type 3 unit shall not be rented for receptions, parties, weddings, or any similar activities on the property;
   c. A short-term rental type 3 shall provide notification as required by Section 36-10.08.D;
   d. A certificate of occupancy shall be obtained in accordance with Article I, Division 6 of Chapter 38, Building Development Codes;
   e. Annual business license shall be obtained; and
   f. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 3 which is not in compliance with the provisions of this section.

D. **Short-term Rental Notification Requirements.**

1. The owner of a short-term type 2 or short-term rental type 3 shall post, conspicuously in each rental unit the following information:
   a. The names and contact information of the person or persons responsible for the day-to-day operations of the short-term rental;
   b. The certificate of occupancy and business license number;
   c. The restrictions on noise applicable under Section 36-4.05 including limitations on the use of amplified sound;
   d. Any applicable parking restrictions;
   e. Trash collection schedule; and
   f. That the short-term rental unit may not be rented for receptions, parties, weddings or other similar activities on the property.

E. **Short-term Rental Revocation, Suspension, or Denial of a Permit.**

1. The PD Director may immediately revoke or suspend a permit, or deny either the issuance or renewal thereof, if it is found that:
   a. The owner or operator failed to comply with the short-term rental requirements in this section or any other city codes and ordinances. The PD Director may suspend, revoke, or deny an application to renew a short-term rental permit for a period of 12 months. During that time, another short-term rental may be established pursuant to this section and cause the revoked or denied short-term rental from being re-established due to the density limitation.
   b. The PD Director may, in writing, suspend, deny, or revoke a permit issued under provisions of this section whenever the permit is issued on the basis of a misstatement of fact, fraud, or noncompliance with this section.
   c. When a short-term rental permit is denied by the PD Director, written notice shall be given of the denial to the owner, together with a brief written statement of the reason for the denial. Such denials shall have referenced the section of this section or other pertinent code used as a standard for the basis of denial.
   d. If the PD Director denies, suspends, or revokes a permit, the owner may file an appeal request to the Planning and Zoning Commission. The decision of the Planning and Zoning Commission shall be final for the purposes of Chapter 536, RSMo.

F. **Transferability/Renewal.**

1. The owner of a permitted short-term rental may transfer the property along with the permitted use to another within 30 days of the change in property ownership, subject to the transferee completing an application and providing all required information to the city. This transfer does not trigger a new certificate of occupancy inspection by virtue of the transfer alone.

2. Nonconforming permitted short-term rentals are eligible for transferring of business ownership

in the event of a change of property ownership. This will need to take place within 30 days of the change in property ownership.

3. Nonconforming short-term rentals will be eligible for business license renewal provided they meet all of the other requirements of this section except the density limitations. Renewal of short-term rentals will be conducted by the Licensing Division of the Finance Department.

G. **Implementation.**

1. For the purpose of the implementation of the short-term rental uses and fairness in dealing with potential conflicts based on density limitations. Applications for short-term rentals shall commence two weeks after the passage of this ordinance.

2. Implementation and suspension of density limitations. Applicants filing an application for a short-term rental type 2 within the first 30 days following passage of this ordinance shall not be subject to the density limitations set forth in Section 36-10.08.B.2.a. Applications received after this initial period will be subject to this density.

H. **Hosting Platform Responsibilities.**

1. *Definitions.*

Booking transaction. Any reservation or payment service provided by a person who facilitates a short-term rental transaction between a short-term rental licensee and a transient guest.

Hosting platform. A person who participates in the rental of a short-term rental by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation.

Person. Any natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, limited liability company, or organization of any kind.

Short-term rental: see Section 36-11.01.

Short-term rental licensee: a person who holds a business license for a short-term rental.

Transient guest. A person who occupies a room or rooms in a short-term rental for less than 30 consecutive days during any calendar quarter.

2. Hosting platforms shall be responsible for collecting all applicable City taxes and remitting the same to the City. The hosting platform shall be considered an agent of the short-term rental licensee for tax collection and remittance responsibilities as set forth in Chapter 70, Article V of this Code.

3. Subject to applicable laws, hosting platforms shall disclose to the City on a monthly basis each short-term rental listing located in the City, the address of each such listing, the revenue for each such listing, and the tax due amount.

4. Hosting platforms shall not complete any booking transaction for any property subject to this section unless it is licensed as a short-term rental at the time the hosting platform receives a fee for the booking transaction. Hosting Platforms that display short-term rental listings for properties shall require all owners using the platform to include a license number in any new listing for a short-term rental on the platform. A Hosting Platform shall remove any listing for a short-term rental from the platform after notification by the City that the short-term rental listing lacks a license number or the license number is invalid, expired, or has been revoked. The

notification must identify the listing(s) to be removed by its URL and state the reason for removal. The platform shall remove the listing from public view within seven business days from the date of the notice.

I. **Penalties.**

1. Any violation of this section shall be punishable by a fine of not more than $1,000.00 or by imprisonment in jail for a period not exceeding 180 days, or both such fine and imprisonment. The court shall not suspend imposition of sentence for any violation of this section.

2. Each day a violation continues shall be deemed a separate offense.

3. Any person found guilty of a violation of this section shall be sentenced to a minimum fine of $500.00.

4. Any person found guilty of a violation on this section who has previously been found guilty of a violation of this section shall be sentenced to a minimum fine of $1,000.00.

36-10.09 Marijuana & Medical Marijuana Uses

A. **Intent.** The intent of this section is to allow marijuana and medical marijuana uses while minimizing any possible adverse effects of these uses on the surrounding neighborhood. Marijuana-related uses are subject to additional district- or use-specific standards in this section.

B. **Applicability.** In association with the use table in Section 36-4.02, specific marijuana and medical marijuana uses are further restricted to specific districts indicated in Table 10-6. All uses are subject to the general use, development, form, and design standards of the applicable district.

Table 10-6: Permitted Marijuana and Medical Marijuana Uses and Districts

Use Type	Separation	*CC*	*C-MX2*	*GC*	*LIC*	*HM*
Medical, comprehensive, or microbusiness dispensary facility	1,000' from elementary or secondary school or place of worship. 200' from a child daycare	P	P	P	P	P
Medical or comprehensive marijuana infused product manufacturing Type 2 extraction	1,000' from elementary or secondary school or place of worship. 200' from a child daycare	P	P	P	P	P
Medical or comprehensive marijuana cultivation facility or microbusiness marijuana wholesale facility	1,000' from elementary or secondary school, place of worship, or child daycare			P / C	P / C	P / C
Marijuana testing facility	1,000' from elementary or secondary school, place of worship, or child daycare				P	P
Medical or comprehensive marijuana infused product manufacturing Type 1 extraction	1,000' from elementary or secondary school, place of worship, or child daycare					P / C

C = Conditional use permit required if adjacent to or across the street from residential uses; use is subject to the process and criteria in Section 36-2.04 in addition to the standards and criteria of this section.

C. **Specific Use Standards.** Marijuana and medical marijuana facilities shall meet the following additional standards in districts where they are permitted or allowed by conditional use permit.

1. A business license shall be obtained annually, and the marijuana and medical marijuana license issued by the State of Missouri shall be displayed in an open and conspicuous place

on the premises.

2. Facilities must develop, implement, and maintain an odor control plan, which shall address odor mitigation practices including engineering controls, such as system design and operational processes. The plan shall be reviewed and certified by a professional engineer or a certified industrial hygienist to effectively mitigate odors for all odor sources. No use shall emit an odor that creates a nuisance in violation of City Code.
3. The location and separation measures of Table 10-6 shall be applied as follows:
   a. In the case of a freestanding facility, the distance between the facility and the protected use shall be measured from the closest external wall of the facility structure to the closest point of the property line of the protected use.
   b. If the protected use is part of a larger complex or campus, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the protected use.
   c. If the facility is part of a larger complex or campus, such as an office building or strip mall, the distance shall be measured from the facility's closest entrance or exit to the property line of the protected use.
   d. If the facility and the protected use are both part of a larger complex or campus, the distance shall be measured between the entrances of the facility and the protected use.
   e. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.
4. No marijuana or medical marijuana facility shall be located in a building that contains a residence.
5. All marijuana and medical marijuana facilities shall be closed to the public between the hours of 10:00 p.m. and 6:00 a.m. No persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises, during that time.
6. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana or medical marijuana facility.
7. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
8. If multiple licenses are issued for one location, then restrictions for the highest intensity use shall apply.

D. **Definitions.** The following terms shall have the specific meaning given for interpreting this section:

Child Daycare. A childcare facility, as defined by Section 210.201 RSMo., or its successor provisions, that is licensed by the State of Missouri.

Comprehensive Facility. A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

Comprehensive Marijuana Cultivation Facility. A facility licensed by the state to acquire, cultivate, process, package, store on-site or offsite, transport to or from, and sell marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of prerolls, but shall not include the manufacture of marijuana-infused products.

Comprehensive Marijuana Dispensary Facility. A facility licensed by the state to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a qualifying patient, primary caregiver, or consumer, as set forth and defined in Article XIV of the Missouri State Constitution, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer, and consistent with the limitations in Article XIV of the Missouri State Constitution and Springfield City Code, to a comprehensive facility, a marijuana testing facility, or a medical marijuana facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but such facility shall collect all appropriate tangible personal property sales tax for each sale, as set forth in Article XIV of the Missouri State Constitution and Springfield City Code. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

Comprehensive Marijuana-infused Products Manufacturing Facility. A facility licensed by the state to acquire, process, package, store, manufacture, and transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

a. Type 1 extraction facility: A facility which uses combustible gases, CO2, or other hazardous substances in the marijuana extraction process.
b. Type 2 post-extraction facility: A facility which uses marijuana extractions to incorporate into edibles, ointments, etc., and does not use combustible gases, CO2, or other hazardous substances.

Elementary or Secondary School. Any public school, as defined in Section 160.011 RSMo., or any private school giving instruction in a grade or grades not higher than the twelfth grade, but not including any private school in which education is primarily conducted in private homes.

Flowering Marijuana Plant. A marijuana plant from the time it exhibits the first signs of sexual maturity through harvest.

Marijuana or *Marihuana.* Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products. "Marijuana" or "marihuana" does not include industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

Marijuana Facility. A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness marijuana dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the state pursuant to Article XIV, Section 2 of the Missouri State Constitution. Marijuana facilities do not include medical marijuana facilities licensed pursuant to Article XIV, Section 1 of the Missouri State Constitution.

Marijuana-infused Products. Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof including, but not limited to, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

Marijuana Microbusiness Facility. A facility licensed by the state as a microbusiness marijuana

dispensary facility or microbusiness wholesale facility, as defined in this section.

Marijuana Testing Facility. A facility certified by the state to acquire, test, certify, and transport marijuana, including those originally licensed as a medical marijuana testing facility.

Medical Marijuana. Marijuana allowed for the limited legal production, distribution, sale, and purchase for medical use as governed by Article XIV of the Missouri State Constitution.

Medical Marijuana Cultivation Facility. A facility licensed by the state to acquire, cultivate, process, package, store onsite or off-site, transport to and from, and sell marijuana, marijuana seeds, and marijuana vegetive cuttings (also known as clones) to a marijuana dispensary facility, marijuana testing facility, medical marijuana cultivation facility, or medical marijuana-infused products manufacturing facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana Dispensary Facility. A facility licensed by the state to acquire, process, package, store onsite or off-site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer to a qualifying patient, a primary caregiver, as set forth and defined in Article XIV of the Missouri Constitution, anywhere on the licensed property or to any address as defined by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another medical marijuana dispensary facility, a marijuana testing facility, a medical marijuana cultivation facility, or a medical marijuana-infused products manufacturing facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana Facility. Any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility, as governed by Article XIV, Section 1, of the Missouri State Constitution.

Medical Marijuana-infused Products Manufacturing Facility. A facility licensed by the state to acquire, process, package, store onsite or off-site, manufacture, transport to or from, and sell marijuana-infused products to a medical marijuana dispensary facility, a marijuana testing facility, a medical marijuana cultivation facility, or to another medical marijuana-infused products manufacturing facility.

a. *Type 1 Extraction Facility.* A facility which uses combustible gases, CO2, or other hazardous substances in the marijuana extraction process.
b. *Type 2 Post-extraction Facility.* A facility which uses marijuana extractions to incorporate into edibles, ointments, etc., and does not use combustible gases, CO2, or other hazardous substances.

Microbusiness Marijuana Dispensary Facility. A facility licensed by the state to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a consumer, qualifying patient, or primary caregiver, as set forth and defined in Article XIV of the Missouri State Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with state and local law, a microbusiness wholesale facility or a marijuana testing facility. Microbusiness marijuana dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

Microbusiness Wholesale Facility. A facility licensed by the state to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana-infused products to a microbusiness marijuana dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

Place of Worship. A permanent building primarily and regularly engaged in organized services for religious worship open to the public or a specific congregation of members or participants.

Preroll or Infused Preroll. A consumable or smokable marijuana product, generally consisting of:
a. A wrap or paper;
b. Dried flower, buds, and/or plant material; and
c. A concentrate, oil, or other type of marijuana extract, either within or on the surface of the product. Infused prerolls may or may not include a filter or crutch at the base of the product.

36-10.10 Wireless Telecommunication Facilities

A. **Legislative Findings.** On February 8, 1996, Congress enacted the federal Telecommunications Act of 1996, P.L. No. 104-458. The purpose of the act is to deregulate the telecommunications industry, providing a more competitive environment for wired and wireless telecommunication services in the United States.
1. A concomitant effect of increased competition in the market for wireless telecommunications services is an increased demand for antenna sites on towers and other antenna support structures necessary for providing wireless service.
2. New personal wireless telecommunications technologies, such as personal communications systems (PCS), require antenna sites to be denser than previous technologies required. However, due to the uniqueness of the wireless telecommunications industry and constantly changing technology, local regulatory efforts must be sufficiently flexible to allow for the continuing development of the wireless telecommunications industry.
3. The Telecommunications Act of 1996 preserves the authority of the city to regulate the placement, construction, and modification of towers, antenna support structures, and telecommunications facilities and to protect the health, safety, and welfare of the public, which is granted to the city under the Constitution and statutes of the State of Missouri and the Charter.
4. Consistent with the Telecommunications Act of 1996, regulation of towers and telecommunications facilities in certain areas of the city of Springfield, as provided in this chapter, will not have the effect of prohibiting any person from providing wireless telecommunications services.
5. The Federal Communications Commission (FCC) has exclusive jurisdiction over:
   a. The regulation of the environmental effects of radio frequency emissions from telecommunications facilities.
   b. The regulation of radio signal interference among users of the radio frequency spectrum.
6. The uncontrolled proliferation of towers in the city of Springfield could diminish property values, the aesthetic quality of the city, and could otherwise threaten the health, safety, and welfare of the public.
7. The presence of telecommunications towers, large enclosures, satellite dishes and other large unmovable objects other than standard wood utility poles on the rights-of-way, rather than on private utility easements or fee simple title interests, are a danger to the traveling public and an interference with the use and enjoyment of the right-of-way by abutting landowners and members of the public.

B. **Legislative Purposes.** The general purpose of this section is to regulate the placement, construction,

and modification of towers and telecommunications facilities in order to protect the health, safety, and welfare of the public, while at the same time not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in Springfield.
Specifically, the purposes of this section are:

1. To direct the location of towers and telecommunications facilities in the city;
2. To protect residential areas and land uses from potential adverse impacts of towers and telecommunications facilities;
3. To minimize adverse visual impacts of towers and telecommunications facilities through careful design, sitting, landscaping, and innovative camouflaging techniques;
4. To promote and encourage shared use/co-location of towers and antenna support structures as a primary option rather than construction of additional single-use towers;
5. To avoid potential damage to adjacent properties caused by towers and telecommunications facilities by ensuring such structures are soundly and carefully designed, constructed, modified, maintained, and removed;
6. To the greatest extent feasible, ensure that towers and telecommunications facilities are compatible with surrounding land uses;
7. To the greatest extent feasible, ensure that proposed towers and telecommunications facilities are designed in harmony with natural settings and in a manner consistent with current development patterns; and
8. To create a licensing process which allows the city to more efficiently administer this section.

C. **Applicability.**

1. All towers, antenna support structures, and telecommunications facilities, any portion of which are located within the city of Springfield, are subject to this chapter. All towers within the city of Springfield, Missouri, at the time of passage of said ordinance, or are annexed at a later date, shall be registered with the city Finance Director within 60 days from the effective date hereof together with the height, width, and location thereof and a registration fee as set forth in the schedule of fees. Failure to register an existing tower shall raise a presumption that said tower was not a legal nonconforming use on the date of passage of said ordinance. However, said ordinance shall not apply to tower structures used, or to be used, solely for services provided pursuant to a broadcast radio or television license issued by the FCC; to towers and antennas used for private telecommunications services when the equipment is located on the premises of the entity using said private telecommunication service; or the towers and antennas, support structure, or masts that are located on the primary business premises of a provider of communications services if used to monitor the provider's services and the equipment used by the broadcaster, private telecommunicator, or provider is in compliance with any federal, state ,or local laws, and does not encroach on the public right-of-way.
2. Except as provided in this section, any current legal use being made of an existing tower or antenna support structure on the effective date of this section, herein "nonconforming structures," shall be allowed to continue, even if in conflict with the terms of this section. Any tower site that has received city approval in the form of either a conditional use permit or building permit, but has not yet been constructed or located, shall be considered a nonconforming structure so long as such approval is current and not expired.

D. **Permitted, Conditional, & Accessory Uses.**

1. *Generally.* The allowable use of towers and placement of telecommunications facilities as either permitted uses or conditional uses in the several zoning districts shall be as set forth in this chapter based on the following table, except that no telecommunications towers shall be allowed on any right-of-way. All other utility facilities, regardless of type, shall meet the standards and requirements of the zoning district in which they are located. Any utility facility, equipment, or structure that is to be located above ground on the public right-of-way or private easement with a length or width in excess of 47 inches must receive approval of the City

Council prior to installation. Multiple locations may be approved in one application process.

Table 10-7: Wireless Facilities and Telecommunication Towers

Tier	Descriptions
Tier I	Wireless facilities and antennas mounted on buildings or other structures, including existing towers, public buildings and structures, school buildings and structures, and churches.
Tier II	Cell towers of a stealth design that are not greater than 60' in height, located on the same premises or parcel as public buildings and structures, school buildings and facilities, church buildings and noncommercial, not-for-profit residential neighborhood facilities and approved by ordinance.
Tier III	Cell tower of a monopole or stealth design that are <100' in height.
Tier IV	Cell towers of a stealth or monopole design that are >100' in height.
Tier V	Cell towers that are: a. Not of a stealth or monopole design; or b. >100' in height and not setback from any residential district at least 2 feet for every one foot of height; or c. Not able to collocate at least 1 additional provider if the tower height is >100' or at least 2 additional providers' facilities if the tower height is >120'.

2. *Telecommunications Facilities.* Any telecommunications facilities which are not attached to a tower shall be a permitted accessory use to any commercial, industrial, professional, institutional, or multifamily structure, regardless of the zoning restrictions applicable to the zoning district where the structure is located and without having to obtain any prior authorization from the city, provided that the person making such accessory use files a written certification with the city establishing the following:
   a. That the total height of the antenna support structure and telecommunications facilities do not exceed the structural height limitations in the applicable zoning district under this chapter by more than 20 feet;
   b. That the antenna support structure and telecommunications facilities comply with the city building code and any applicable state law, does not encroach on the public right-of-way, and a building permit has been obtained from the Department of Building Development Services;
   c. That any telecommunications facilities and antennas located on the roof of a building shall comply with setbacks required by the city building code, if any, and do not extend more than 50 inches in the horizontal plane from the side of such an antenna support structure unless the purpose of said protrusion is to permit signal coverage in an area that will not receive such coverage but for an extension beyond 50 inches. Any extension beyond 50 inches must be approved by the BDS Director prior to construction of said antenna and such approval shall be dependent upon a showing that coverage is unavailable but for the extension, the extension does not violate any other building code of the city, state, or federal law that is applicable, encroach upon public right-of-way, and does not pose any danger to the traveling public; and
   d. That the telecommunications facilities will utilize camouflaging techniques or will be side-mounted to an antenna support structure in order that the telecommunications facilities harmonize with the character and environment of the area in which they are located if technically feasible and such techniques will not degrade or distort the service signal. Antennas and support structures shall be painted to blend with the color of the building if such painting will not interfere with functioning of the antenna or support structure.

E. **Co-location.**

1. *Co-location of facilities.* New towers constructed within the city with height in excess of 60

feet should be capable of accommodating two additional carriers or telecommunications facilities for more than one other provider of communications services (hereinafter referred to as "additional capacity"). Such additional capacity, if any, shall be designated on the application and site plans presented to the city prior to construction of the tower.

2. *Co-location or installation.*
   a. Any licensee whose tower in excess of 60 feet which is constructed after the effective date of this section and which has been built in accordance with setbacks and special conditions granted to towers with co-location capabilities under this section, and has available additional capacity for installation or co-location of telecommunications facilities as demonstrated at the time the application for construction was granted, shall agree to allow other persons to install or collocate telecommunications facilities on such a tower subject to reasonable terms and conditions negotiated between the parties including the suitability , the credit worthiness, and the technical abilities of the proposed tenant. However, in no event shall a licensee be required to allow co-location of facilities if to do so would result in technical interference with the delivery of licensee's service. Failure to permit co-location or joint use on a tower which has been built in accordance with setbacks and special conditions permitted for towers designed for co-location may result in any enforcement action as permitted in Section 36-1.07 or termination of utilities following a hearing as permitted in subsection H of this section.
   b. For the purpose of co-location of antennas, a legal nonconforming tower may be used.
   c. Failure to comply with the provisions of this subsection E.2 constitutes a material violation of this section, for the purposes of subsection H of this section.

3. *Exception from Height & Bufferyards/Requirements for Co-location.*
   a. A licensee of an existing tower may modify the height of its tower to accommodate co-location of additional telecommunications facilities as long as the total height of the tower and telecommunications facilities attached thereto do not exceed the maximum height allowed in the applicable zoning district under the code by more than 20 feet.
   b. Permission to exceed the maximum permitted height pursuant to this section shall not require an additional distance separation as set forth in subsection F.3.e, nor additional bufferyards or landscaping above that required for the original tower. The tower's premodification height shall be used to calculate such distance separations.

4. *Same Tower Type.* A tower which is modified to accommodate the co-location of additional telecommunications facilities shall be of the same tower type as the existing tower. However, a different type of tower may be permitted by the approval of the BDS Director if it is demonstrated that permitting a different tower type will not exceed the height permitted in subsection E.3 and will permit the co-location of more carriers than could be accomplished by the modification of the same tower type as the existing tower.

5. *Movement of Tower.*
   a. A tower which is being rebuilt to accommodate the co-location of additional telecommunications facilities may be moved on the same premises as it was constructed on, or an adjacent premises, within 50 feet of its existing location as long as required setbacks and bufferyards are maintained.
   b. A tower that is relocated pursuant to subsection E.5. shall continue to be measured from the original tower site for the purpose of calculating the separation distances between towers pursuant to subsection F.3.e. The relocation of a tower under this

subsection shall in no way be deemed to cause a violation of subsection F.3.e.

c. A tower that is relocated on the same premises it was constructed on which comes within the separation distances established in subsection F.3.e shall only be permitted when notarized written consent is obtained from affected residential property owners.

6. *Appeal Process.* Any applicant who is denied a tower application, or who is determined by the BDS Director to be in violation of this section shall have the right to a hearing before an administrative hearing examiner appointed by the City Manager and mutually agreeable to the applicant or tower owner. Said hearing examiner shall set the hearing date no later than 20 days following the denial of an application, or the determination of a violation and shall consider, in addition to a determination of whether a violation exists or the application was improperly denied, the question of the technical or economic feasibility of compliance with this section. In the event the hearing examiner finds that the tower was constructed in accordance with setback and other provisions relating to towers designed for co-location, and said tower is not being made available for joint use or co-location as indicated at the time of application, the hearing examiner shall order utilities disconnected until such time as the tower is used jointly for co-location as originally stated in the application. The hearing examiner's final decision shall be subject to review pursuant to Chapter 536, RSMo. Any appeal under said chapter shall be filed within 30 days from the date of the hearing examiner's decision. Enforcement of the decision of the hearing examiner may be stayed by the posting of a supersedeas bond in an amount determined by the hearing examiner to be sufficient under the facts of the case to protect the interests of the public and any third party in the matter whose rights would be adversely affected by such a stay as demonstrated during any hearing on a request for said bond.

F. **Construction Standards.**

1. *Setbacks.*

a. All towers shall be set back a distance equal to:

(1) 50% of the height of the tower up to 100 feet, plus 1 foot for each foot over 100 feet in height; or

(2) The distance between the tower base and guy wire anchors, whichever is greater, with the guy wire anchors set back at least 25 feet from adjoining residential districts, public property, or a street or at least the rear yard setback from adjoining land in other districts, unless the tower is designed for co-location.

In the event a tower is capable of being used for co-location for at least two additional carriers, the setbacks for structures in the zoning district where the tower is located shall be complied with for the tower base and any guy wire anchors.

b. Setback requirements for towers shall be measured from the center of the tower to the property line of the parcel on which it is located.

2. *Structural Requirements.* All towers must be designed and certified by an engineer to be structurally sound and, at minimum, in conformance with the city's building code, any applicable state and federal laws, and other standards outlined in the City Code. A building permit must be obtained before construction may begin.

3. *Separation or Buffer Requirements.*

a. Towers shall be separated from the types of areas and comply with the minimum standards established in the table set forth below unless: (1) constructed on the same site as another tower designed for the same purpose, (2) the second tower is permitted

by the zoning district, and (3) the height of the second tower does not exceed the height permitted in the zoning district where the tower is to be located:

Table 10-8: Tower Separation & Buffer

Designated Area	*Separation Distance*
Single-family or duplex residential units in a residential district [1]	300'. If the tower is of a stealth design or is designed for co-location of an additional carrier, then the separation distance may be reduced to 100% of the height of the tower.
Vacant single-family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired	300'. If the tower is of a stealth design or is designed for co-location of an additional carrier, then the separation distance may be reduced to 100% of the height of the tower.
Vacant unplatted residentially zoned land and residential units in nonresidential zoned districts [3]	200' or 100% of tower [2], whichever is greater.
Existing multifamily residential units greater than duplex units	100' or 100% t height of tower, whichever is greater.
Nonresidentially zoned lands or nonresidential uses	None; only setbacks apply.
Approved heliports	100' or 100% of the height of tower, whichever is greater.

[1] Includes modular homes and mobile homes used for living purposes. Separation from a unit for purposes of this chart is to be measured from the edge of the building or structure itself.
[2] Separation measured from the center of the tower to closest building setback line.
[3] Includes any unplatted residential use properties without a valid preliminary plat or valid development plan approval and any multifamily residentially zoned land greater than duplex.

a. The minimum tower separation distances above listed shall be calculated and applied irrespective of city and county jurisdictional boundaries.
b. Measurement of tower separation distances for the purpose of compliance with this section shall be measured from the center of a tower to the closest point of a designated area as specified in the table above.
c. Separation distances from other uses set forth in this subsection may be reduced for towers designed for the co-location of telecommunications facilities of other carriers by obtaining a conditional use permit, which will require demonstrating that the separation distances will:
   (1) Have the effect of preventing service to an area of the city; or
   (2) Constitute a barrier to entry into the marketplace by the applicant.
d. Proposed towers must meet the following minimum separation requirements from towers existing at the time a license is granted pursuant to this section, unless constructed for the purpose of providing co-location capacity on the same site as another tower designed for the same purpose, the second tower is permitted by the zoning district, and the height of the second tower does not exceed the height permitted in the zoning district where the tower is to be located. However, an exception from separation distances between towers may be obtained from City Council if the applicant can demonstrate that such an exception is necessary for the engineering design of the system the tower is to be a part of, or that no other option is available to provide coverage for the service area. An exception to the separation requirements shall be approved or denied by ordinance.

Table 10-9: Separation From Other Towers

Proposed Towers / Types	*Existing Towers / Types*			
	Lattice or Guyed >150'	*Lattice or Guyed < 150'*	*Monopole Towers >75'*	*Monopole Towers < 75'*
Lattice	3,000'	2,500'	1,500'	750'
Guyed	3,000'	2,500'	1,500'	750'
Monopole >75'	1,500'	1,500'	1,500'	750'
Monopole < 75 ft. in height	750'	750'	750'	750'

For the purpose of this subsection, the separation distances shall be measured by drawing or following a straight line between the center of the existing tower and the center of the proposed tower.

4. *Method of Determining Tower Height.* The height of the tower shall be measured as the vertical distance between the highest point of the tower and the natural grade below this point.

5. *Illumination.* Towers shall not be artificially lighted except as required by the Federal Aviation Administration and provisions of the City Code, except that seasonal lighting may be permitted as approved by the city. At time of construction of a tower, dual mode lighting shall be requested from the FAA in cases where there are residential uses located within a distance from the proposed tower which is equal to three times the proposed height of the tower.

6. *Finished Color & Tower Markings.* Towers not requiring FAA painting or marking shall have either a galvanized steel finish or be painted an off-white, light gray, silver, or white finish. No commercial signs or advertising shall be allowed on any towers or telecommunications facilities.

7. *Fencing & Screening.* Fences must be constructed around or upon parcels containing towers, antenna support structures, or telecommunications facilities and shall be constructed in accordance with Section 36-8.04 of this chapter.

8. *Bufferyard & Landscape.* All landscaping on parcels containing towers, antenna support structures, or telecommunications facilities shall be in accordance with the applicable bufferyard requirements in the zoning district where the tower, antenna support structure, or telecommunications facilities are located. Existing vegetation shall be maintained to the extent possible. However, the City may require additional landscaping if to do so would make the tower, antenna support structure, or telecommunications facility more reasonably compatible with the surrounding area, but in no event shall additional landscaping exceed any bufferyard requirements as set out in Section 36-8.04 and, if a conditional use permit is required, Section 36-2.04. All vegetation used in the landscaping shall be located outside any fenced area.

9. *Security.* All towers must be secured to protect against trespass or unauthorized use of the property, tower, or telecommunications facilities.
   a. If high voltage is necessary for the operation of a tower or telecommunications facility and it is presented in a ground grid or in the tower, warning signs shall be permanently attached to the exterior side of the perimeter fence and located every 25 feet. The signs shall display in bold letters at least eight inches high the following: "HIGH VOLTAGE: DANGER".
   b. Identification tags or signs shall be posted on all communications towers and telecommunications facilities in accordance with FCC and OSHA requirements. The tags

shall include the FCC tower registration number, the latitude and longitude of the tower, and the name, address, and telephone number of the tower owner. The identification tags shall be posted on the perimeter fence and shall be constructed of durable materials.

10. *Access.* All parcels upon which towers are located must provide access to at least two vehicular parking spaces located within 100 feet of the tower. Traffic associated with the facility shall not adversely affect traffic on adjacent streets.

11. *Interference with Public Safety Radio Services.* In order to ensure that the city's public safety radio services will be free from objectionable technical interference, all applicants requesting a permit to site a tower or telecommunications facility shall agree:
    a. To demonstrate compliance with good engineering practices;
    b. To provide the City a copy of all intermodulation studies submitted to the FCC;
    c. Not to induce objectionable technical interference to the city's public safety radio services;
    d. To comply with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI);
    e. In the case of colocation of telecommunications facilities either in the same location or on the same tower as the City's, to not cause or permit to be caused by its transmissions or other activities on the premises, objectionable technical inference of any kind whatsoever to the broadcasting transmission, reception, or electromagnetic communications of the City;
    f. To pay for any studies requested by the City Manager to determine if the applicant's telecommunications facilities are causing objectionable technical interference;
    g. Upon notification by the City Manager, if the operations of the applicant are causing objectionable technical interferences, to immediately undertake all steps necessary to determine the cause of and eliminate such interference at the cost of the applicant. If said interference continues for a period in excess of 48 hours after notice from the City Manager, the City shall have the right to cause the applicant to cease operating the equipment that is causing the objectionable technical interference or to reduce the power sufficiently to ameliorate the objectionable technical interference until the condition causing said interference has abated.

12. *Certifications & Inspections.*
    a. All towers shall be certified by a structural engineer to be structurally sound and in conformance with the requirements of the city building code and all other construction standards set forth by-City Code and federal and state law. For new monopole towers, such certification shall be submitted with an application pursuant to subsection G.2.a and every ten years thereafter; for existing monopole towers, such certification shall be submitted within 60 days of the effective date of said ordinance and then every ten years thereafter; for new lattice or guyed towers, such certification shall be submitted with an application pursuant to subsection G.2.a and every ten years thereafter; and for existing lattice or guyed towers, such certification shall be submitted within 60 days of the effective date of said ordinance and then every ten years thereafter. The tower owner may be required by the City to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the tower is or has been jeopardized.
    b. The city and its agents shall have authority to enter onto the property upon which a tower is located, between the inspections and certifications required above, to inspect the tower for the purpose of determining whether it complies with the city's building code and all other construction standards provided by-City Code and federal and state law.
    c. The City reserves the right to conduct such inspections at any time, upon reasonable

notice to the tower owner. All expenses related to such inspections by the City shall be borne by the tower owner.

13. *Maintenance.*
    a. Licensees shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.
    b. Licensees shall install and maintain towers, telecommunications facilities, wire, cables, fixtures, and other equipment in compliance with the requirements of the National Electric Safety Code and all FCC, state and local regulations, and in such manner that will not interfere with the use of other property.
    c. All towers, telecommunications facilities, and antenna support structures shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person.

14. *Drainage.* All parcels upon which towers are located must contain adequate drainage facilities, which are approved by the PW Director.

15. *Stealth Design.* All licensees shall make every reasonable effort to design and construct new towers and telecommunications facilities to blend into the character and environment of the area in which they are located, including the use of camouflage techniques, path array antennas, and side mounting antennas unless such use shall create a hazard for the traveling public or it is not technically feasible to use such design and collocate other facilities on the tower.

G **Licensing Requirement.**

1. *License Required.* No person may own or operate a tower, or place wireless telecommunications facilities on a tower, without first obtaining from the city a license to do so pursuant to this section (herein referred to as "tower license" or "license"). This requirement applies both to new towers and to existing towers or nonconforming structures on the date of original passage of this section. Unless otherwise expressly provided elsewhere in this section, the license required by this section is in addition to the procedures and approval required pursuant to this chapter of the City Code pertaining to zoning and development and the requirement for a building permit to construct the tower itself. A license may be denied if the applicant is not in compliance with Section 20-146 or any other provision of City Code regarding the use or provision of towers, telecommunications services or public property, health, or safety. The license required under this section shall not be in lieu of a license to conduct business in the city of Springfield, Missouri. A license shall be for a term of not more than five years. A renewal must be made in compliance with Section 36-4.03, and an applicant must demonstrate an existing tower or telecommunications facility is needed and reasonable alternatives will not meet their needs for continued service capability. Owners of existing towers without an active license shall have six months from passage of said ordinance to obtain a license as required by this subsection; all licenses active at the passage of this section shall remain valid until natural expiration.

2. *Applications.* In order to construct and operate a tower after the effective date of this section, a person must file the following applications:
The application shall also provide the following:
    a. *License Application.* Prior to the construction of any tower, a license application and fee as set forth in the schedule of fees shall be submitted to the Finance Director. This is an initial license application fee and an additional fee shall be due from the applicant should the City's actual costs of approval of the license exceed the fee as set forth in the schedule of fees. The City reserves the right to employ an outside consultant to review

any application. The applicant shall submit a fee in the amount of the city's estimated expense related to such review as an additional application fee prior to the City incurring such expenses. All tower license applications shall include the following information and documentation:

(1) The name, address, and telephone number of the applicant. If the applicant is not the owner of the parcel of land upon which the tower is situated, the written consent of the owner, and the name, address, and telephone number of the owner, shall be evidenced in the application. The application shall also contain an affirmative statement indicating that both the owner and applicant are aware of and agree to comply with the provision of subsection J regarding abandonment.

(2) An affirmative statement of whether the applicant will be developing the tower for its own use or for the use of others.

  (a) If for applicant's use, the following is required:

    (i) A description of the use.

    (ii) A description of the network the proposed tower will be part of.

    (iii) A description of the technological design proposed and description of alternatives.

    (iv) Evidence of drive-by tests or other studies relating to the proposed tower which support location on the proposed property.

    (v) Construction date or schedule.

  (b) If the applicant is developing the proposed tower for the use of another, in addition to the information required in paragraph "a," the applicant will identify whether the intended tower use is based on a lease or other contract or for speculation. The City may require evidence of the schedule for implementing the use of a tower and commitments for its use.

(3) The legal description, parcel identification number, and address of the parcel of land upon which the tower is to be situated.

(4) The names, addresses, and telephone numbers of all owners of other towers or useable antenna support structures which are capable of providing a location to construct the telecommunications facilities that are planned to be housed or located on the tower within a 3,000-foot radius of the proposed new tower site, including city-owned property.

(5) Written documentation that the applicant made diligent, but unsuccessful efforts for permission to install or collocate the applicant's telecommunications facilities on city-owned towers or useable antenna support structures or made diligent, but unsuccessful efforts to install or collocate the applicant's telecommunications facilities on towers or useable antenna support structures owned by other persons.

(6) Written documentation containing the following information:

  (a) Whether the applicant's telecommunications facilities are technically capable of being installed or collocated on another person's tower or useable antenna support structure.

  (b) If the applicant asserts that its telecommunications facilities are economically or technically infeasible of being installed or collocated on another person's tower or useable antenna support structure, a written statement from the applicant setting forth in detail the reason(s) with regard to each person contacted, why such installation or co-location is technically or economically infeasible. "Technically infeasible" for the purpose of this subsection means that the co-location or installation of applicant's telecommunications facilities on another person's tower or useable antenna support structure would not comply with sound engineering principles, would materially degrade or unreasonably impair

the tower or useable antenna support structure's current or planned use, or interfere operationally with applicant's planned use. The City may require additional evidence of co-location being technically infeasible if, in the opinion of the Board of Adjustment that additional information is necessary to determine that co-location is technically infeasible. "Economic infeasibility" for purposes of this section shall mean that the cost of co-location is not a reasonable business decision from an economic standpoint when all factors are considered.

(c) If the tower is designed to accommodate one or more additional carriers or capacity for the location of telecommunications facilities other than that of the applicant and, if so, the application shall designate the nature, quality, and location of the co-location that will be accommodated.

(d) An affidavit submitted with written technical evidence from a radio frequency engineer that the proposed tower or telecommunications facilities cannot be installed or collocated on another person's tower or usable antenna support structure located within the search area and must be located at the proposed site in order to avoid prohibiting or effectively prohibiting the provision of personal wireless service by the applicant.

(e) Written technical evidence from a structural engineer that the proposed structure meets the standards set forth in Section 36-10.03, and the applicable requirements of the Department of Building Development Services.

(f) A certification submitted with written technical evidence from a qualified agent of the applicant that the proposed facilities meet the standards set forth in this section and the applicable requirements of the Department of Building Development Services.

(g) A certification submitted with written technical evidence from a qualified agent of the applicant that the proposed site of the tower or telecommunications facilities does not pose a risk of explosion, fire, or other danger due to its proximity to volatile, flammable, explosive, or hazardous materials such as LP gas, propane, gasoline, natural gas, or corrosive or other dangerous chemicals.

(h) Written technical documentation of any Federal Aviation Administration (FAA) approvals and lighting requirements and, if applicable, documentation of approval or denial of dual mode lighting as provided in this section and a statement whether an FAA "Determination of No Hazard to Aviation" is required by 47 C.F.R. Part 17 of the tower. If such a determination is required, no building permit for the tower shall be issued until a copy of the determination is filed with the City.

(7) A map of the city and the first one-half mile of all bordering communities showing the design of the applicant's entire existing or proposed wireless telecommunications network. Such map shall, at minimum, indicate the exact location of all proposed or existing tower and antenna sites, their dimensions and specifications, and signal area coverage.

(8) A site plan drawn to scale specifying the location of tower(s), its planned height, guy anchors (if any), transmission building(s), all telecommunications facilities, accessories, parking access plans, landscaping plans (specifying size, spacing and plant material proposed), fences, and zoning designation of adjacent land.

(9) Two alternative camouflaging techniques or stealth designs for the proposed tower and all associated telecommunications facilities if technically feasible and any explanation as to why the use of same would be technically or economically infeasible.

(10) Color photo simulations showing the proposed site of the tower with a photo-realistic representation of the proposed tower as it would appear viewed from the closest residential property or properties and from adjacent roadways.

(11) The identity of all adjacent property owners.

(12) If the proposed tower is sited within Central Springfield, evidence that:

(a) Sites outside Central Springfield will not accommodate the proposed tower, considering size, topography, and physical features; or

(b) The proposed equipment or its equivalent on a tower outside Central Springfield cannot function effectively or at least in parity with other similar equipment in place or approved by City Council.

(c) For the purposes of these restrictions, Central Springfield is defined as the area of Springfield containing the central business district and most of the historically and architecturally significant resources of the city, specifically defined by the south boundary of the railroad right-of-way north of Commercial Street on the north, Glenstone Avenue on the east, Grand Street on the south, and Kansas Expressway on the west.

(13) A maintenance bond in the amount of 10% of the cost of construction of the tower to ensure that the tower is maintained in a condition that complies with all applicable building standards and regulations, including, but not limited to, the provisions of said ordinance.

(14) A bond or irrevocable letter of credit in an amount determined by the City Manager to ensure that, should the tower be abandoned, pursuant to this section, removal of said tower will be guaranteed.

(15) An applicant shall only be required to maintain one maintenance bond pursuant to subparagraph m and one removal bond pursuant to subparagraph n for all of the applicant's towers in the city; provided, however, the applicant must maintain the initial level of such bonds if drawn upon by the city for any reason.

(16) Proof of general liability insurance for claims for injury or death and property damage in an amount approved by the city, but not less than $300,000.00 per occurrence for personal injury and $300,000.00 per occurrence for property damage with the city listed as an additional insured.

(17) A statement that the applicant has no outstanding and overdue debt to the City.

(18) An acknowledgment that, by signing a permit application, the applicant agrees to indemnify and hold harmless the City consistent with indemnification language in the application.

(19) The tower and/or landowner shall promptly notify the city by certified or registered mail of the sale, transfer, or assignment of any tower or telecommunications facility. Each sublease shall be conditioned upon the sublease obtaining the necessary approvals for the subject facility or site from the city prior to sitting such facility.

Within 45 days after a license application for a tower not requiring a conditional use permit or a tower other than a Tier II tower is filed with the Finance Director, the PD Director shall approve or deny the application if the Finance Director determines that the applicant meets all the requirements of subsection G.2. If the application is for a Tier II tower or a tower requiring a use permit, the license application shall be approved or denied within 14 days of the granting of a Tier II or conditional use permit for said tower. If the application is approved, the Finance Director shall issue the license itself after all requirements for the tower are complete.

b. *Conditional Use Permit (CUP) Application.* If the zoning district in which the tower is proposed to be located requires a conditional use permit, a conditional use permit application and fee shall be submitted to the PD Director in accordance with Article 2 of

this chapter.

c. *Tier II Tower Permit Application.* An application for a Tier II tower shall be reviewed by the City Council and approved or denied by ordinance following a publication of notice in the same manner as for a conditional use permit application and a public hearing before City Council. The application shall include the stealth technology being used, a site plan showing the location of the tower(s) on the premises in relation to existing structures and adjacent residential uses, and the landscaping plan, and shall demonstrate that the granting of a permit will not have any adverse impact on adjacent property uses or functions. No public hearing shall be held before City Council until a complete application containing all required information and a $100.00 deposit for costs has been filed. No Tier II permit shall be issued until the costs to the city of review of such permit is paid by the applicant. The City Council may grant a Tier II tower application upon the applicant demonstrating to the satisfaction of the City Council that:

(1) The tower is to be located on a premises or parcel where public buildings, facilities or structures, school buildings or facilities, church buildings or a noncommercial, not-for-profit residential neighborhood facilities are located; and

(2) The tower height will not exceed 60 feet; and

(3) The stealth design blends into the surrounding area and the structures existing on the premises where the tower is to be located; and

(4) The site plan minimizes the impact of the presence of the tower on adjacent uses; and

(5) If there is to be more than one tower on a premises, the presence of more than one tower structure (if more than one is to be built) on the same site or premises is a part of the overall stealth design to be utilized on the premises such as, but not limited to, a series of light standards utilized as tower structures; and

(6) A request for reduction of the separation requirements of subsection F.3.e for towers on the same premises is a part of the stealth design to be utilized on said site; and

(7) A request for reduction of the separation requirements of subsection F.3.e for towers not located on the same premises is necessary for providing service to an area of the city, the separation requirements constitute a barrier to entry into the marketplace by the applicant, or will constitute a technical or economic hardship on the applicant; and

(8) Any light or noise from the tower will not violate light and noise standards of the Land Development Code or other codes of the city; and

(9) The landscaping plan minimizes the impact of the tower location on the appearance of the premises or site on which the tower is to be located.

d. *Building Permit Application.* After a conditional use or Tier II tower permit has been approved or, if such a permit is not required, a building permit application and fee shall be submitted to the BDS Director. The application shall include sealed plans prepared by an engineer licensed in the State of Missouri for the tower construction and site. The tower site plan included with the building permit application shall show the design for, or present existence of, adequate drainage facilities which have been approved by the PW Director. The applicant shall also provide evidence that the applicant has all required licenses. The application shall also include items a through s listed above under subsection G.2. The application shall also include items (1) through (19) listed in subsection G.2.a above.

3. *Applications for Wireless Facilities on Towers.* No person shall construct or maintain a wireless facility on a tower without first obtaining a license from the Finance Director for such wireless facilities. An application shall include the name and address of the applicant, a statement by a qualified engineer or other professional that the addition of such wireless facilities meets all conditions of the City Code, the location of the tower and the location on the tower itself where the wireless facilities will be located, the location on the site for any supporting equipment and

utility for said wireless facility, and the approximate length of time the applicant plans to use the tower to locate its wireless facilities. The fee for this license as set forth in the schedule of fees shall be required and shall be renewable every five years in accordance with subsection G.7.

4. *Inspections.* By applying for a conditional use permit, Tier II permit, building permit, or tower license, an applicant grants the City authority to enter onto its property to inspect the tower for the purpose of determining whether it complies with the applicable state law and all other construction standards provided by the City Code and federal law. The city reserves the right to conduct such inspections at any time.

5 *Filing Requirement.* A licensee shall certify in writing that its tower is structurally sound and conforms to the requirements of the applicable state law and all other construction standards set forth by the City Code, federal, and state law every five years by filing, by January 1 of every fifth year following the date of the grant of its tower license a sworn statement by the licensee or their representative to that effect. All licensees or owners of towers in existence on the effective date of this section shall submit a statement by December 15, 1997, and by January 1 every five years thereafter that said tower is free from hazards and that the tower does not pose an imminent threat to the surrounding area or public health and safety. Together with this statement, every licensee shall provide a certificate of liability insurance for no less than $300,000.00 coverage for injury to persons or and an additional $300,000.00 coverage for property as a result of any tower failure or malfunction or defect which lists the city as an additional insured. Licensee shall list city as a party who must be notified should this insurance be canceled or discontinued for any reason 30 days before the expiration of coverage.

6. *Discontinuance of Use.* In the event the licensed use of a tower is discontinued by the licensee, the licensee shall provide written notice to the city of its intent to discontinue use and the date when the use shall be discontinued.

7. *License Renewal Fee.* On or by January 1 of every fifth year following the granting of an initial tower or wireless telecommunications facilities license for a new or existing tower or facilities placed on a new or existing tower, each licensee shall submit license renewal fee as set forth in the schedule of fees. In no event shall a license be revoked or considered expired for failure to pay the fee unless the licensee has received at least 30 days' written notice of the proposed action.

H. **Revocation of License.** The City may at any time revoke a tower license for failure to comply with the provisions of this section, or any other city code or state or federal law. To properly revoke a tower license, the city must comply with the procedures set forth below:

1. The Finance Director shall provide licensee with written notice of all causes for revocation and the intent to revoke and shall allow licensee 60 days subsequent to receipt of the notice in which to correct the violations or to provide adequate assurance of performance in compliance with said ordinance. Together with the notice required herein, the Finance Director shall provide licensee with written findings of fact which are the basis of the revocation.

2. The City shall provide the licensee with the right to a public hearing before the hearing examiner appointed for that purpose by the City Manager and mutually agreed to by the parties, which public hearing shall follow the 60-day notice required in subsection H.1. All interested parties shall be allowed an opportunity to be heard at the public hearing and present evidence.

3. After the public hearing, the hearing examiner shall, within 30 days after the public hearing date, issue a written order setting forth their findings of fact and conclusions of law forming the basis for their decision.

4. Upon written determination by the hearing examiner to revoke a license, the licensee may appeal the decision to a court of competent jurisdiction pursuant to Chapter 536, RSMo. The hearing examiner may provide for a supersedeas bond in an amount deemed by said examiner to be sufficient to protect the interests of the public, and such third parties whose interests were identified during any hearing on such a request to post a bond, to permit the stay of enforcement of any revocation or enforcement action by the City.

5. Upon satisfactory correction by licensee of the violation upon which said notice was given as determined in the Finance Director's sole discretion, the initial notice shall become void.

6. Upon licensee's failure to correct a violation as found by the hearing examiner, the City Manager or their designee may issue an order to disconnect utilities to said tower to any utility company providing same unless a supersedeas bond in an amount determined by the hearing examiner under subsection H.4 is provided. As long as said bond is in full force and effect, and an appeal is pending under Chapter 536, RSMo., no order to disconnect utilities shall be made. Said order shall not be issued prior to 30 days from the date of the hearing examiner's written determination. Said order shall be served upon the chief executive officer thereof, together with the licensee at the last known address, and have attached to it the findings of the hearing examiner.

I. **Transfer of License.** A tower license may not be sold, transferred, leased, or assigned to any other person, without the consent of the Finance Director, such consent not to be unreasonably withheld.

J. **Abandonment of Tower.**

1. In the event the use of any tower has been discontinued for a period of one year, or in the event that a licensee has taken no action within 180 days after the revocation of a tower license pursuant to subsection H to appeal the decision of the hearing examiner or to remedy or correct the violations resulting in the revocation, such tower shall be deemed abandoned.

2. The City shall provide the tower owner three months' notice and an opportunity to be heard before a hearing examiner appointed by the City Manager for the purpose and agreeable to the tower owner if he/she may be located, before initiating such action. After such notice has been provided, the City shall have the authority to initiate proceedings to either acquire the tower and any appurtenances attached thereto at the then-fair market value, to approve the sale of the tower to a third party, or in the alternative, order the demolition of the tower and all appurtenances.

3. The city shall provide the tower owner with the right to a public hearing before the hearing examiner, which public hearing shall follow the three-month notice required in subsection J.2. All interested parties shall be allowed an opportunity to be heard at the public hearing.

4. After a public hearing is held pursuant to subsection J.1.b, the hearing examiner may order the forfeiture to the city or demolition of the tower. The City may draw upon any maintenance bond as provided in subsection G.2.a.(14) or performance bond or letter of credit filed pursuant to subsection M or may otherwise require licensee to pay for all expenses necessary to acquire or demolish the tower. The tower owner may stay such a draw or enforcement of an order of abandonment if he/she posts a supersedeas bond in an amount set by the hearing examiner sufficient to protect the interests of the public. However, in no event shall the removal of a tower which is determined to create a danger to the public or adjacent property be stayed due to the filing of such a bond.

K. **Variances & Special Exceptions.** Any request to deviate from any of the requirements of this section shall require either a variance approval in conformance with the procedures set forth in this chapter or the granting of a special exception under subsection F.3.d.

L. **Location of Towers on City-owned Property.** The City Manager or their designee may authorize any person to locate a tower, antenna support structure, or telecommunications facilities on publicly owned property, subject to the application process set forth in subsection G and subject to the terms and conditions of any lease agreement executed between the City and such person, provided no tower shall be permitted on public right-of-way.

M. **Miscellaneous.**

1. *Dangerous Structures.* All towers within the city limits of Springfield, Missouri, shall be subject to the procedure set forth in Chapter 26, Article III of the Springfield City Code. Should the City have to take action under said code provision to remove a dangerous structure or abate a nuisance or health hazard, then a tax bill may be assessed in the same manner as for a building that is demolished or for the abatement of a nuisance. In addition, the City may draw upon any bond or letter of credit on file with the city for payment of the costs of such abatement or removal.

2. *Non-waiver.* Nothing in this section shall preclude the city from exercising any right or remedy it may have in law or equity to enforce the terms and conditions of this section.

N. **Enforcement & Reservation of Rights.**

1. The provisions of this section shall be enforced against all owners as operators of towers or telecommunications facilities within the city and all owners of land upon which towers or telecommunications facilities are sited within the city. The city shall have the right to withhold any approvals with respect to any application by any such party in the event that it shall find that the party is not in compliance with the provision of this until such noncompliance has been cured.

2. The city reserves the right to impose any other reasonable conditions it determines are necessary for the proper placement, construction, or modification of towers or telecommunications facilities, and to impose any other reasonable conditions on the issuance of a permit or conditional use permit issued by the city for placement, construction, or modification of a tower or telecommunications facilities.

O. **Definitions.** For the purposes of this section, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

Act. The federal Communications Act of 1934 as amended by the Telecommunications Act of 1996 and as may, from time to time, be amended.

Antenna Support Structure. Any building or other structure, other than a tower, which can be used for location of wireless telecommunications facilities.

Applicant. Any person that applies for a tower license pursuant to subsection G of this section.

Application. The process by which an applicant submits a request and indicates a desire to be granted a license to construct, own, or operate a tower within the city. An application includes all written documentation made by an applicant to the city concerning such a request.

City. The City of Springfield, a municipal corporation, in the State of Missouri, acting by and through its City Manager or their designee.

Code. The City of Springfield Code of Ordinances.

Communications or *Telecommunications*. The transmission, between or among points as specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received, by wire, radio, optical cable, electronic impulses, or other similar means. As used in this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

Engineer. Any engineer licensed by the State of Missouri.

FCC. The Federal Communications Commission and any legally appointed, designated, or elected agent or successor.

Licensee. Any person who has lawfully obtained a tower license pursuant to subsection G.

Person. Any natural person, firm, partnership, association, corporation, company, or other legal entity, private or public, whether for profit or not-for-profit.

Site. The actual location of a tower, which may be only part of a larger parcel or premises.

Stealth. Any tower or telecommunications facilities designed to blend into the surrounding environment. *Telecommunications Facilities*. Any cables, wires, lines, wave guides, antennas or any other equipment or facilities associated with the wireless transmission or reception of wireless telecommunications as authorized by the FCC which a person seeks to locate or has installed upon a tower or antenna support structure. However, the term telecommunications facilities shall not include:

a. Any satellite earth station antenna two meters in diameter or less which is located in an area zoned and used for industrial or commercial purposes;
b. Any satellite earth station antenna one meter or less in diameter, regardless of zoning category; or
c. Any satellite earth station in excess of two meters in diameter which is utilized for the reception of broadcast television, video, or radio signals and which is an ancillary use to a structure on the premises of the holder of the broadcast license.

Tower. A self-supporting lattice, guyed, or monopole structure constructed from grade which supports wireless telecommunications facilities. The term "tower" shall not include amateur radio operators' equipment, as licensed by the FCC. A tower does not include utility poles that are owned by a utility provider and are primarily utilized for the support of electrical, telephone, cable television, street lighting, or other similar cables or wireless telecommunications facilities, are located on public right-of-way or easements for that purpose, and are a part of a system of such utility poles throughout the city of Springfield, Missouri.

36-10.11 Grant Avenue Parkway District

A. **General Provisions.**

1. *GAP District Generally.* The Grant Avenue Parkway District shall have the boundaries shown on the official zoning map maintained by the department. In case a property is included in two or more subdistricts, and the provisions of which conflict, the provisions of the more restrictive subdistrict shall apply.

2. *GAP District Purpose and Intent.* The purpose of the GAP - Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnight Park. The GAP district is intended to provide greater flexibility in use by requiring high-quality design that fosters sense of place to promote reinvestment and redevelopment that leverages the new parkway as an asset.

3. *Establishment of Subdistricts.*
   a. *Subdistricts Generally.* The GAP district is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP district and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.
   b. *Grant Avenue Parkway District Subdistricts.*
      (1) *Subdistrict A.* Subdistrict A, generally located from College Street to Walnut Street at the north end of the GAP district, shall be prioritized for mixed use development. New development in this subdistrict shall complement nearby downtown urban-scale development and provide for the integration and transition of these uses into a more traditional neighborhood form.
      (2) *Subdistrict B.* Subdistrict B, generally located from Walnut Street to Elm Street, is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. The subdistrict also accommodates mixed use or multifamily residential development to create a seamless transition to adjacent subdistricts A and C.
      (3) *Subdistrict C.* Subdistrict C, generally located from Elm Street to Mt. Vernon Street is intended to be a local-serving, mixed use neighborhood center that is compatible with the West Central neighborhood. The subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.
      (4) *Subdistrict D.* Subdistrict D, generally located from Mt. Vernon Street to Grand Street, is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.
      (5) *Subdistrict E.* Subdistrict E, generally surrounding the intersections of Grant Avenue and Grand Street and Grant Avenue and Catalpa Street, is intended to accommodate local-serving, mixed use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and connect to the Fassnight Creek Greenway trail.
      (6) *Subdistrict F.* Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.

4. *Figures.* Figures are included in this division to clarify written text. In the case of conflict between the figures and written text within this division, the written text shall govern.

5. *Definitions.* The definitions included in Table 10-10, shall be utilized in the interpretation of this division. If a term is utilized in this division and is not defined in Table 10-10, the definitions included in Article 11 shall be utilized.

Table 10-10: GAP District Definitions

Term	*Definition*
Artisan Manufacturing	Small-scale businesses that produce artisan goods such as artisan leather, glass, wood, paper, ceramic, textile, or yarn products; specialty foods; or baked goods, primarily for direct sales to consumers. This land use includes the design, processing, fabrication, assembly, treatment, and packaging of products as well as the incidental storage, sales, and distribution of such products.
City of Springfield Grant Avenue Parkway Corridor Plan	A plan formally adopted by the City of Springfield City Council that defines the City's land use goals within the Grant Avenue Parkway Corridor.
Department	The Planning and Development Department of the City of Springfield, Missouri.
Farm Product	Any of the following in its raw or natural state: any agricultural, horticultural, viticultural, or vegetable product of the soil; poultry products; livestock products; and apiary products. "Farm product" does not include any livestock, poultry, fish, or shellfish.
Farm Product, Value Added	A farm product that has been changed from its natural state to an item in a different form through canning, drying, freezing, preserving, fermenting, compounding, processing, packing, or a similar alteration, so as to increase the value of the farm product.
Farm Stand	An area accessory to a residential garden that is used to sell farm products and value-added farm products.
Food Truck	A mobile vehicle, trailer, or pushcart operated to sell food or beverages with or without food preparation or cooking. Examples include mobile food establishments, mobile retail food establishments, and mobile pushcarts.
Grant Avenue District	A district created by the City of Springfield to regulate land use within the Grant Avenue Parkway Corridor of the City.
General Office, Conversion	A general office use located in a structure constructed prior to 1930 as a single-family dwelling unit.
Non-Agricultural Item	Any item offered for sale other than farm products and value-added farm products.
Restaurant, Delivery/Carry-out only	An establishment that by the design of its physical facilities or service or packaging procedures permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off the premises.
Seasonal Sales	Christmas tree, pumpkins, and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed thirty (30) days.
Sign, Awning or Canopy	A sign that is mounted, painted, or attached to an awning or canopy. This includes any projecting canvas or other material over a structural framework used for a small amount of shelter or shade on a facade that has signage displayed on the visible surface.
Sign, Banner	A temporary sign which is not attached to a permanently mounted backing. Banner signs may be ground-mounted or wall-mounted.
Sign, Billboard	Any sign that displays sign copy based on a temporary lease or

	rental agreement between the sign owner/operator and the sign copy content creator or owner.
Sign, Box	A sign which includes a frame or box-like external structure which encloses the functional elements of the sign, including internal illumination, where the sign content is affixed on a face or panel.
Sign, Electronic Message Board	A sign or portion thereof designed to accommodate frequent message changes composed of characters, letters, or illustrations that can be changed or rearranged electronically without altering the face or surface of such sign.
Sign, Feather	A flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached, and upon which temporary sign copy is displayed. Such banners are also known and sold under names that include, but are not limited to, "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bowflag," "teardrop banners," and others. The definition includes functionally similar display devices.
Sign, Monument	A freestanding sign, other than a pole/pylon sign, with a support structure that is wider than the sign face.
Sign, Moving, Rotating, or Animated	Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement by use of lighting, or that exhibits intermittent or sequential flashing of natural or artificial light or color effects by any means whatsoever.
Sign, Nonconforming	Any sign that does not meet the standards for area, height, setbacks, illumination, or other standards for the sign types in the governing zoning district but existed prior to the adoption of the regulation to which it does not conform.
Sign, Off-Premises	A sign that constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located.
Sign, On-Site Traffic Directional	A sign on a lot that directs the movement or placement of pedestrian or vehicular traffic in order to protect the public health, safety, and welfare.
Sign, Permanent	A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.
Sign, Post	A freestanding, moveable sign affixed to the ground with one or no more than two wood stakes or poles with an arm from which the sign hangs.
Sign, Prohibited	Any sign type expressly disallowed under Division 7 of the City of Springfield Zoning Regulations.
Sign, Projecting	A sign, other than a wall sign which is attached to and projects more than one foot, generally perpendicular from a structure or building face.
Sign, Pylon or Pole	A freestanding sign, other than a monument sign, with a support structure that is narrower than the sign face.
Sign, Sidewalk	A type of portable sign that is intended to be placed on a hard surface, most commonly a sidewalk. These signs include A-frame signs, signs that are suspended from the top member of an A-frame, signs with weighted bases, and comparable signs.
Sign, Snipe	An off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects.
Sign, Temporary	A sign displayed for a certain short period of time. If a sign display area is permanent but the message displayed is subject to periodic

	changes, that sign shall not be considered as temporary.
Sign, Wall	A sign mounted parallel to a building facade or other vertical building surface.
Sign, Window	A sign which is applied or attached to the exterior of a window, or applied to, attached to, or located within one foot of the interior of a window, which can be seen through the window from the exterior of the structure.
Sign, Yard	A temporary portable sign constructed of paper, vinyl, plastic, wood, metal, or other comparable material, and designed or intended to be displayed for a short period of time.
Solar Energy Collection System, Canopy	A solar energy collection system consisting of elevated solar panels installed above parking lots, carports, and other paved areas.
Solar Energy Collection System, Roof Mounted	A solar energy collection system that is structurally mounted to the roof of a building or other permitted structure. It is typically installed parallel to the roof with a gap of several inches.
Title Loan/Short-Term Lending	An establishment that provides to the customer an amount of money that is equal to the face value of the check, warrant, draft, money order, or other commercial paper securing the same purpose, or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, whereby the check casher refrains from depositing a personal check written by a customer until a specific date. Such establishments may also engage in money transfers, payday advances, and issuance of money orders. This use shall not include a state or federally chartered bank, savings association, credit union, industrial loan association, or rental-purchase company and shall not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issue money orders for a nominal flat fee as a service to customers incidental to the main use of the establishment.
Use Specific Standards	A series of requirements formally codified within the City of Springfield Zoning Regulations that define parameters for a land use regulated under the Zoning Regulations.

6. *Site Plan Review Process.*

   a. *Applicability.* Development within the GAP District shall be required to certify compliance with all applicable provisions of this division through the site plan review process established in section 36-2.03.

   b. *Submittal Requirements.* In addition to the submittal requirements detailed in section 36-2.03 the applicant shall be required to submit a building elevation plan showing the height, façade design, exterior building materials, signage, and window specifications for all proposed buildings.

   c. *Review Criteria.* In addition to the review criteria detailed in section 36-2.03 alignment with the Grant Avenue Parkway Corridor Plan shall be considered in the site plan review process.

B. **Bulk Standards.** Table 10-11 addresses the requirements applicable to development of a lot per subdistrict.

Table 10-11: GAP District Bulk Standards						
Standard	***Subdistrict A***	***Subdistrict B***	***Subdistrict C***	***Subdistrict D***	***Subdistrict E***	***Subdistrict F***
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 10-22 and 10-23)						
Front, minimum (ft)	0	15[1]	0	15	10	15
Front, maximum (ft)	10[3]	25[1]	10	25	20	25
Exterior Side, minimum (ft)	0	15[1]	0	15	10	15
Exterior Side, maximum (ft)	10[3]	25[1]	10	25	20	25
Interior Side, minimum (ft)	6[2]	6[2]	6[2]	6[2]	6[2]	6[2]
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories or ft)	2[3]	2[3]	2	2	3	3 or 35 ft.
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						
3. Expansion or enlargement of structures existing at the time of the adoption of this ordinance [G.O. 6684] shall be exempt from this requirement.						

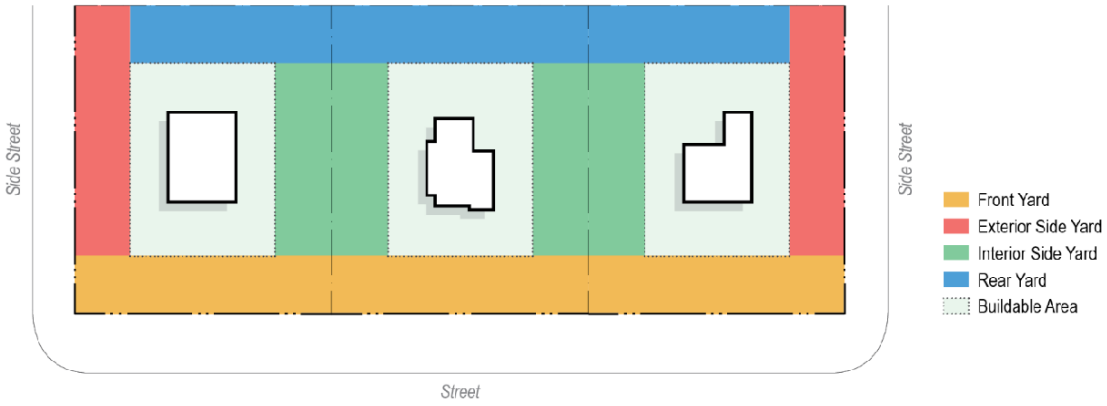


Figure 10-22 Required Yard

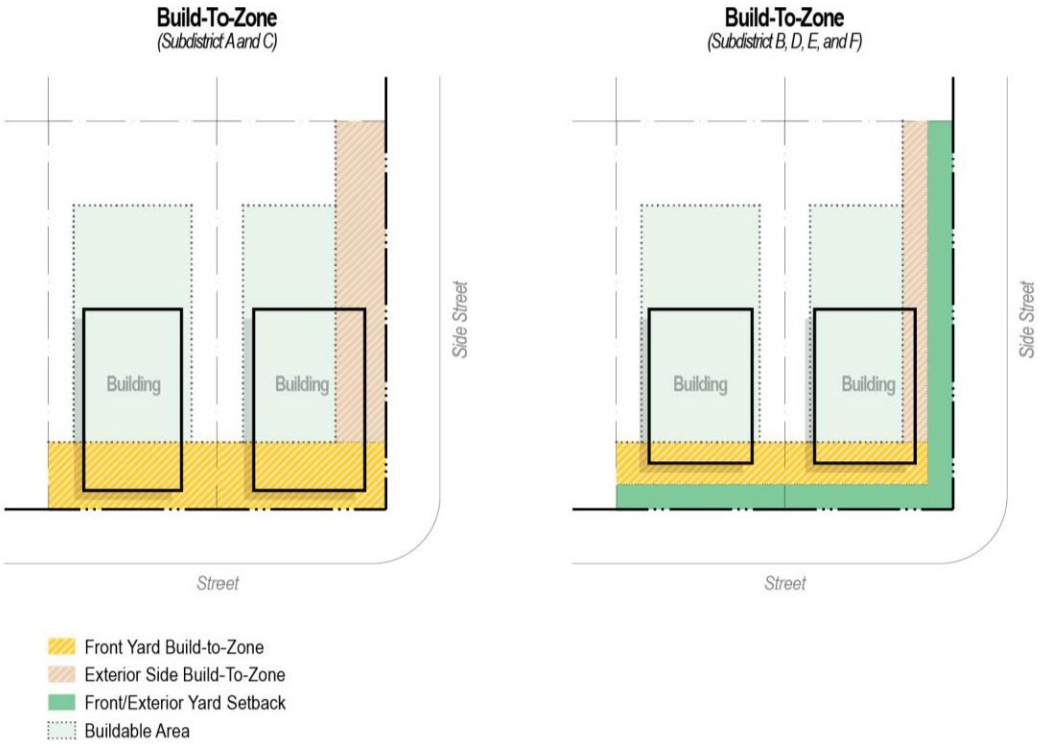


Figure 10-23 Build-To-Zones

C. **Permitted and Conditional Uses.** The following key is to be used in the interpretation of Table 10-12, permitted and conditional uses below.

1. *Permitted Uses.* Uses which are marked as "P" in the table shall be allowed subject to all applicable regulations of this article.

2. *Conditional Uses.* Uses which are marked as "C" in the table shall be allowed upon the approval of a conditional use permit as detailed in Section 36-2.04.

3. *Prohibited Uses.* A blank space in the table indicates that a use type is not allowed in the respective subdistrict.

4. *Uses Not Listed.* If a proposed use is not listed in the tables, the ARC shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.

D. ***Conversions.*** Structures existing at the time of the adoption of this ordinance [September 20, 2021 G.O. 6684] in subdistricts A, B, and/or C may be converted to any use permit in that subdistrict.

1. *Additional Regulation.* If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 10-12: GAP District Permitted and Conditional Uses							
Use	***Additional Regulation***	***Subdistrict A***	***Subdistrict B***	***Subdistrict C***	***Subdistrict D***	***Subdistrict E***	***Subdistrict F***
Residential Uses							
Dwelling, Live Work	36-10.11.E.1		P	P	P		
Dwelling, Multifamily, stand-alone fronting Grant Avenue		C	C	C	P		P
Dwelling, Multifamily, stand-alone not fronting Grant Avenue		P	P	P	P	P	P
Dwelling, Multifamily as a part of mixed use	36-10.11.E.2	P	P	P		P	P
Dwelling, Multifamily conversion	36-10.11.E.3		P	P	P		
Dwelling, Single-Family Semi-detached			P	P	P		
Dwelling, Single-Family Detached existing	36-10.11.E.4		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-10.11.E.5		P	P	P		
Hotel	36-10.11.E.6	P	P	P		C	C
Short-Term Rental Type 1	36-10.08.A				P		
Short-Term Rental Type 2	36-10.08.B				P		
Short-Term Rental Type 3	36-10.08.C	P	P	P		P	P
Commercial Retail and Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sq. ft.		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sq. ft.		C	C				
General Retail Use Group, less than 10,000 sq. ft.		P	P	P		P	P

Table 10-12: GAP District Permitted and Conditional Uses							
Use	***Additional Regulation***	***Subdistrict A***	***Subdistrict B***	***Subdistrict C***	***Subdistrict D***	***Subdistrict E***	***Subdistrict F***
General Retail Use Group, greater than 10,000 sq. ft.		C	C				
Medical or Comprehensive Marijuana Dispensary Facility	36-10.09	P	P	P		P	P
Package Liquor							
Pawn Shop							
Commercial Service and Office Uses							
Community Centers, nonprofit							P
Daycare				P			
Personal Service Use Group, less than 10,000 sq. ft.		P	P	P		P	P
Personal Service Use Group, greater than 10,000 sq. ft.		C	C				
Medical/Dental Office		P	P	P		P	P
General Office		P	P	P		P	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-10.11.E.7	P	P	P	P	P	P
Title Loan/Short Term Lending							
Eating and Drinking Uses							
Restaurant/Bar/Brewpub		P	P	P		P	P
Restaurant, drive-thru							
Vehicle Oriented Uses							
Autobody Repair/Service Station							
Car Sales/Rental							
Car Wash							
Gas Station							
Commercial Off-Street Parking Lots	36-10.11.E.8	P					

Table 10-12: GAP District Permitted and Conditional Uses							
Use	***Additional Regulation***	***Subdistrict A***	***Subdistrict B***	***Subdistrict C***	***Subdistrict D***	***Subdistrict E***	***Subdistrict F***
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					
Industrial Uses							
Artisan Manufacturing	36-10.11.E.9	P	P	P		P	P
Brewery/Winery/Distillery		P					
Medical or Comprehensive Marijuana Cultivation Facility or Microbusiness Marijuana Wholesale Facility	36-10.09	P					
Medical or Comprehensive Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-10.09	P					
Marijuana Testing Facilities	36-10.09	P					
Personal Storage							
Accessory Uses							
Accessory Structures and Uses	36-4.04	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display/Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-10.11.E.10	P	P	P	P	P	P
Solar Energy Collection System, roof	36-10.11.E.11	P	P	P	P	P	P
Temporary Uses							
Farm Stand	36-10.11.E.12				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P
Outdoor Display/Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		P	P	P		P	P

E. **Use Specific Standards.**

1. *Dwelling, Live Work.*
   a. *Occupancy.* A live work unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one member shall be the business operator.
   b. *Sale or Rental of Portions of Unit.* No portion of a live work unit may be separately rented or sold as a commercial space for any person not living in the unit or as a residential space for any person not working in the same unit.
   c. *Nonresident Employees.* Up to two persons who do not reside in the live work unit may work in the unit. The employment of three or more persons who do not reside in the live work unit may be permitted subject to conditional use permit approval, based on additional findings that the employment will not adversely affect traffic and parking conditions in the site vicinity. The employment of any persons who do not reside in the live work unit shall comply with all applicable building code requirements.

2. *Dwelling, Multifamily as Part of Mixed-use.*
   a. To create a continuous nonresidential façade along Grant Avenue, multifamily dwelling units may be a component of mixed-use developments but shall be located either:
      (1) Above the ground floor; or
      (2) In a portion of the ground floor which does not front Grant Avenue with the exception of building entries and hallways which lead to residential units.
   b. The nonresidential portion of the ground floor shall have a minimum depth of 50 feet.

3. *Dwelling, Multifamily Conversion.*
   a. *Applicability.* Single-family dwellings built prior to 1930 may be converted to three or more units in accordance with the standards set forth below. The units shall be located only in the existing structure, additions shall not be built to provide units.
   b. *Size.* Each residential unit shall be a minimum of 800 square feet. Smaller units may be approved as a conditional use.
   c. *Location of Entrances.* Only one entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
   d. *Exterior Alterations.* No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
   e. *Driveways.* Each dwelling unit shall be served by one common driveway connecting all units to a public road, vehicular cross access drive, or alley.

4. *Dwelling, Single-family Detached Existing.* If a single-family detached dwelling that exists prior to the date of adoption of this division is destroyed by a natural hazard outside of human control, it may be rebuilt within 18 months of the incident. After 18 months, the lot shall be developed in a manner which complies to the standards of this division.

5. *Bed and Breakfast.*
   a. *Applicability.* Single-family dwellings built prior to 1930 may be converted to bed and breakfast establishments in accordance with the standards set forth below. The bed and breakfast establishment shall only be located in the existing structure. Additions shall not be built to provide bed and breakfast rooms, and a new structure shall not be built expressly for a bed and breakfast.
   b. *Location of Entrances.* Only one entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
   c. *Guest Rooms.* There shall be a maximum of 5 guest rooms in the bed and breakfast.
   d. *Exterior Alterations.* No exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made.
   e. *Duration of Stay.* Only short-term lodging shall be permitted, no monthly rentals.
   f. *Signs (Figure 10-24).* Bed and breakfast establishments shall be permitted one monument sign in accordance with the standards set forth below.
      (1) *Area.* The monument sign shall not exceed 6 square feet in area.
      (2) *Height.* The monument sign shall not exceed 4 feet in height.

(3) *Location.* The monument sign shall be located a minimum of 5feet from all property lines, right-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall provide safe site distance where driveway curb cuts intersect public right-of-way.

(4) *Sign Base.* The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of 10% and a maximum of 25% of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.

(5) *Landscape.* The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of 80% of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

g. *Other Provisions.*

(1) There shall be no individual cooking facilities.

(2) The operator shall live at the bed and breakfast.

(3) A business license shall be obtained annually, and the operator shall verify that the standards established in this division are still being met.

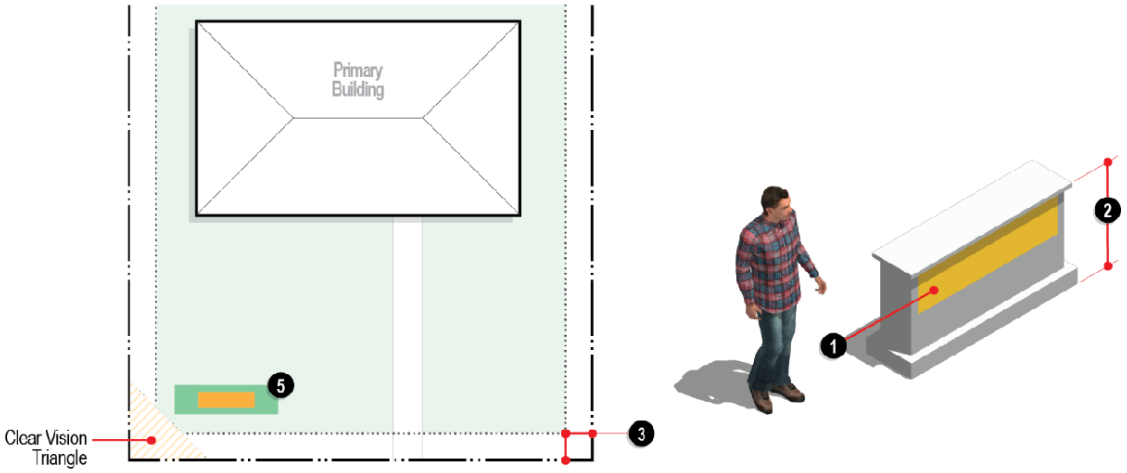


Figure 10-24 Bed and Breakfast Monument Signs

6. *Hotel.*

a. If the facility is managed by a public or non-profit agency to provide short-term housing, with or without a fee, the facility shall not be considered a hotel.

b. Bed and breakfast, boarding house, lodging house, fraternity house and sorority house uses shall not be considered hotels.

7. *General Office Conversion.*

a. *Applicability.* Single-family dwellings built prior to 1930 may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).

b. *Location of Entrances.* Only one entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.

c. *Exterior Alterations.* No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.

d. *Outdoor Storage.* No outdoor storage shall be permitted in conjunction with a general office conversion use.

e. *Signs (Figure 10-25).* General office conversion uses shall be permitted one monument sign in accordance with the standards set forth below.

(1) *Area.* The monument sign shall not exceed 6 square feet in area.
(2) *Height.* The monument sign shall not exceed 4 feet in height.
(3) *Location.* The monument sign shall be located a minimum of 5 feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle as detailed in Section 36-3.03.B.7.
(4) *Sign base.* The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of 10% and a maximum of 25% of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
(5) *Landscape.* The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of 80% of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

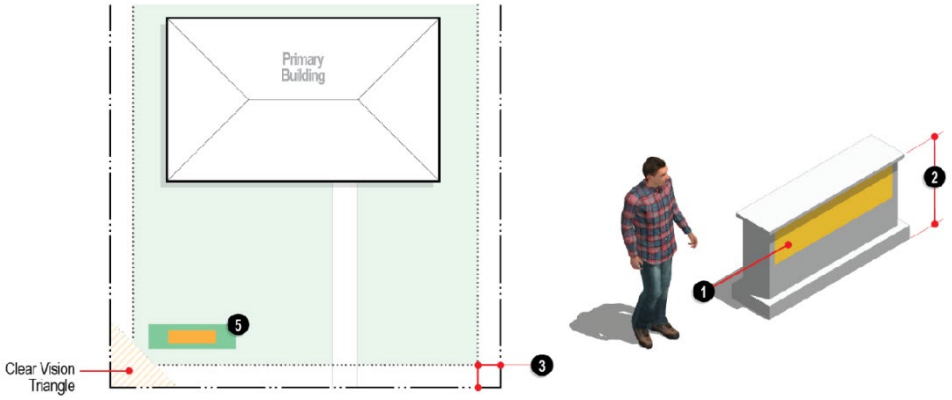


Figure 10-25 General Office Conversion Monument Sign

8. *Commercial Off-street Parking Lots.* Commercial off-street parking lots shall provide all of the landscape required in Section 36-10.11.H as well as the screening and landscape elements detailed below in areas adjacent to public right-of-way, excluding alleys:
   a. A fully opaque wall or fence with a height of four feet shall be used in conjunction with required parking lot perimeter area landscaping. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
   b. 4 understory trees shall be planted for every 100 lineal feet of right-of-way adjacent frontage, excluding alley right-of-way, and shall be clustered at points of pedestrian ingress and egress.
   c. Points of pedestrian ingress and egress shall be provided outside of vehicular curb cuts.
   d. Screening standards established above shall be provided to the greatest extent possible, so as to provide safe site distance where driveway access intersects public right-of-way.

9. *Artisan Manufacturing.*
   a. Gross floor area shall not exceed 10,000 square feet unless approved as a conditional use.
   b. Outdoor storage and/or outdoor operations or activities shall be prohibited.
   c. Retail sales of goods manufactured on-site shall be required and shall comprise a minimum of 15 % of the total area of the building. Retail sales areas shall be located on the ground floor and shall be directly adjacent to storefront windows.

10. *Solar Energy Collection System, Canopy (Figure 10-26).*

a. The height of canopy solar energy collection systems shall not exceed the height of the primary building that the parking area serves.
b. The minimum height of solar energy collection systems shall allow clearance for emergency and service vehicles.

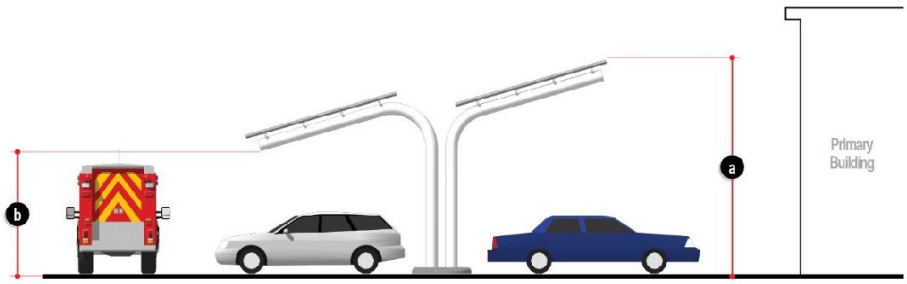


Figure 10-26 Solar Energy Collection System, Canopy

11. *Solar Energy Collection System, Roof-mounted (Figure 10-27).*
a. Roof-mounted solar energy collection systems may be located on any roof face of principal or accessory buildings.
b. Systems should be flush mounted when possible. Systems on residential structures shall not extend beyond 12 inches parallel to the roof surface of a pitched roof or flat roof. Systems on nonresidential structures shall not extend beyond 36 inches parallel to the roof surface of a pitched roof or flat roof. Systems on all structures shall not extend above the highest peak of a pitched roof.
(1) Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
c. All materials used for racking, mounting, mounting clamps, and flashings shall be of a color consistent with the color of the roof surface to minimize visibility.

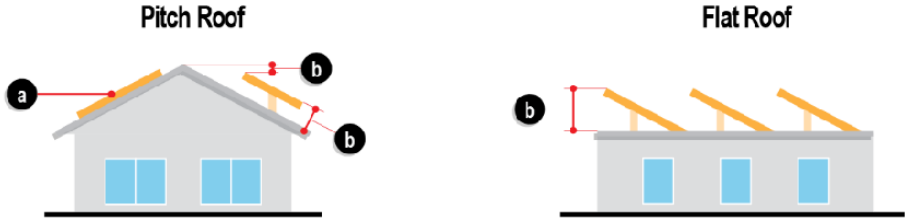


Figure 10-27 Solar Energy Collection System, Roof-mounted

12. *Farm Stand.*
a. *Farm Products Sold.* Goods sold at a farm stand shall be farm products or value-added farm products grown and/or processed on the parcel on which the farm stand shall be located only. The sale of non-agricultural items or products produced off site shall be prohibited.
b. *Farm Stand Structure.* Any structure associated with a farm stand shall:
(1) Not occupy greater than 100 square feet in floor area.
(2) Not exceed 8 feet in height.
(3) Comply with all required setbacks of the primary building. Be removed from display during the time period outside of the established hours of operation as detailed in (c) below.
c. *Hours of Operation.* A farm stand may be in operation between the hours of 7:00 a.m. and 7:00 p.m. only.
d. *Signs.* No signs, other than signs otherwise permitted for single-family uses as detailed in Table 10-14, shall be permitted.

F. **Building Orientation, Siting, and Design.**

1. *All Uses.*

a. *Subdistrict A.* In subdistrict A, the expansion or enlargement of structures existing at the time of adoption of General Ordinance 6684 shall be exempt from the requirements of Section 36-10.11.F.

b. *Building Orientation.* The primary building entrance(s) of all development on lots with a property line fronting Grant Avenue shall be oriented towards Grant Avenue. If the lot does not front on to Grant Avenue, the primary building entrance shall be oriented towards the primary street to which the lot is adjacent.

c. *Frontage Types.* The primary façade of all development shall meet the standards of one of the frontage types allowed in the applicable subdistrict as detailed in Table 10-13.

Table 10-13: GAP District Frontage Types by Subdistrict

Frontage Type	*Subdistrict A*	*Subdistrict B*	*Subdistrict C*	*Subdistrict D*	*Subdistrict E*	*Subdistrict F*
Projecting Porch		●		●		●
Engaged Porch		●	●	●		●
Integral Porch	●	●	●	●	●	●
Balcony	●	●	●	●	●	●
Forecourt		●	●		●	●
Shopfront	●	●	●		●	●

(1) *Projecting Porch (Figure 10-28).* The primary façade of the building is sufficiently setback from the property line to accommodate the projecting porch within the front yard build-to-zone. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three sides and has a roof form that is separate from the main house. A projecting porch shall encroach into the front yard build-to-zone. The following minimum standards shall apply to projecting porches.

(a) *Width.* 10 feet.
(b) *Depth.* 8 feet.
(c) *Height.* 8 feet.
(d) *Finish Level Above Sidewalk.* 18 inches.

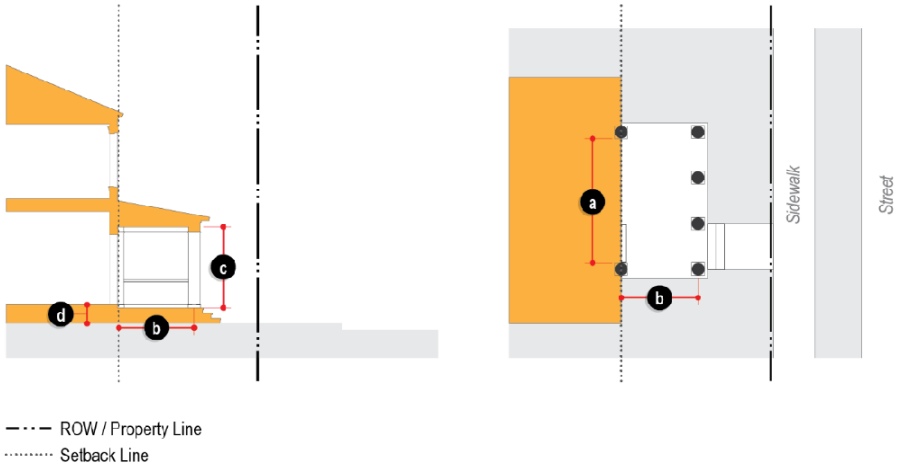


Figure 10-28 Projecting Porch Frontage Type

(2) *Engaged Porch (Figure 10-29).* The primary façade of the building is built to the minimum front yard setback or is located a minimum of 10 feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The porch is partially or fully enclosed on two sides and has a roof. An engaged porch may not encroach into the required front yard. The following minimum standards shall apply to engaged porches.
(a) *Width.* 10 feet.
(b) *Depth.* 8 feet.
(c) *Height.* 8 feet.
(d) *Finish Level Above Sidewalk.* 18 inches.

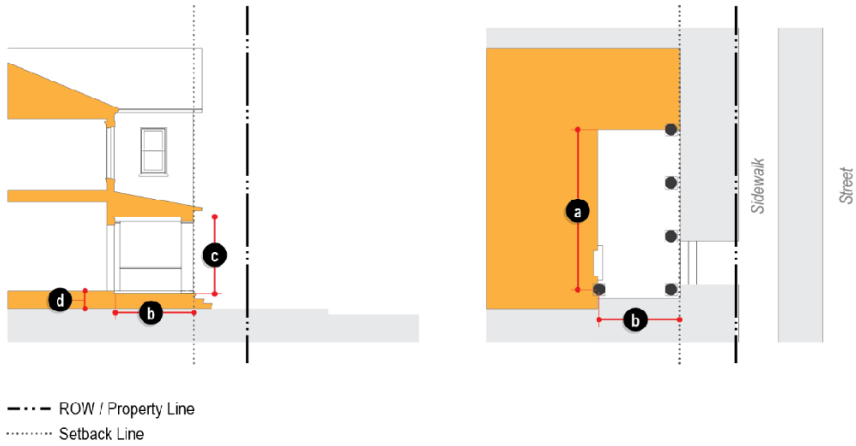


Figure 10-29 Engaged Porch Frontage Type

(3) *Integral Porch (Figure 10-30).* The primary façade of the building is built to the minimum front yard setback or is located a minimum of 10 feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is part of the overall massing and roof form of a building. It is not possible to remove an integral porch without major changes to the overall roof form. An integral porch may not encroach into the required front yard. The following minimum standards shall apply to integral porches.
(a) *Width.* 8 feet.
(b) *Depth.* 8 feet.
(c) *Height.* 8 feet.
(d) *Finish Level Above Sidewalk.* 18 inches.

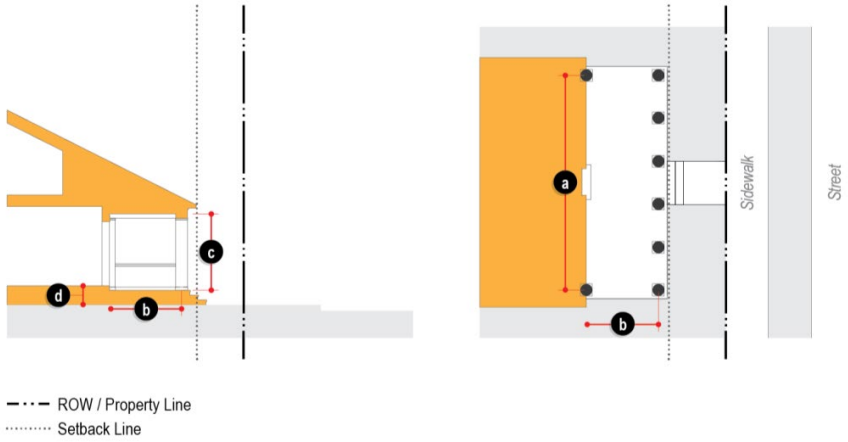


Figure 10-30 Integral Porch Frontage Type

(4) *Balcony (Figure 10-31).* The primary facing façade of the building is set back a minimum of 8 feet if balconies are to project and may be at the property line if balconies are to be recessed. Projecting and recessed balconies must remain open on all sides except those along an exterior wall to which the balcony is attached. Projecting and recessed balconies must be fully supported by the building, with no posts extending to the ground. The following standards shall apply to balconies and shall be considered minimum requirements unless otherwise stated.

(a) *Width.* 4 feet.
(b) *Depth.* 4 feet.
(c) *Vertical Clearance.* 8 feet.
(d) *Projection From Building Facade.* 8 feet, maximum.
(e) *Railing Height.* 5 feet, maximum.

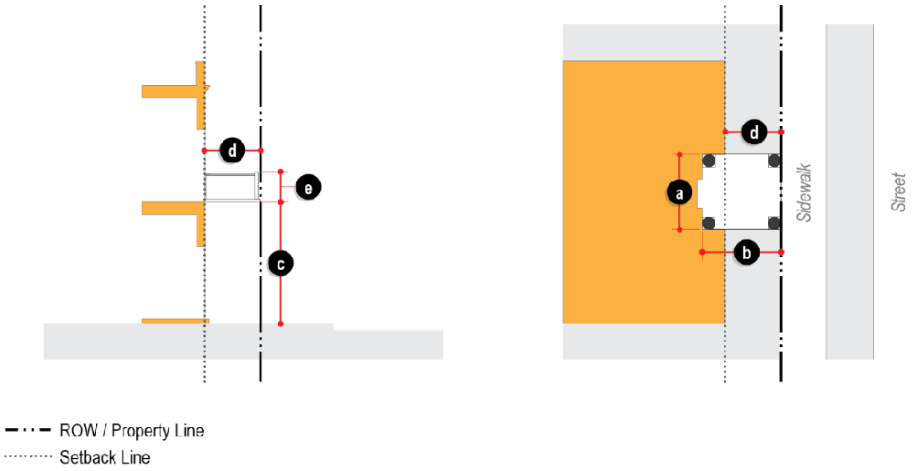


Figure 10-31 Balcony Frontage Type

(5) *Forecourt (Figure 10-32).* A portion of the primary façade of the building is at the property line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for multifamily buildings, or as an outdoor dining, plaza, or public gathering area for nonresidential uses. The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort. The following minimum standards shall apply to forecourts.

(a) *Width.* 12 feet.
(b) *Depth.* 12 feet.

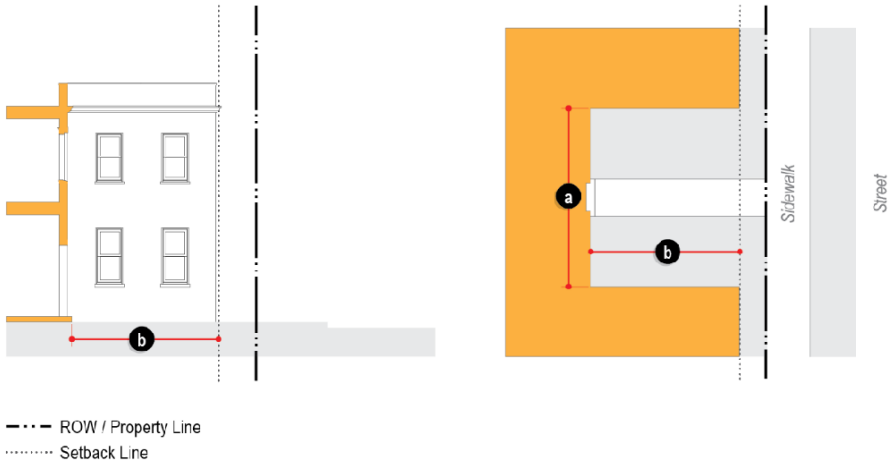


Figure 10-32 Forecourt Frontage Type

(6) *Shopfront (Figure 10-33).* The primary façade of the building is at the property line with an at-grade entrance either at the property line or recessed to allow the main entrance to swing outwards without obstructing the sidewalk. A canopy or awning element is encouraged to project over the sidewalk along the majority of the frontage. Accordion-style windows/doors or other operable windows that allow the space to open to the street are encouraged. The following standards shall apply to shopfronts and shall be considered minimum requirements unless otherwise stated.

(a) *Window area.* 16 square feet.
(b) *Window width.* 3 feet.
(c) *Window height.* 4 feet.
(d) *Sill height.* 3 feet, maximum.
(e) *Depth of Recessed Entrance.* 5 feet, maximum.

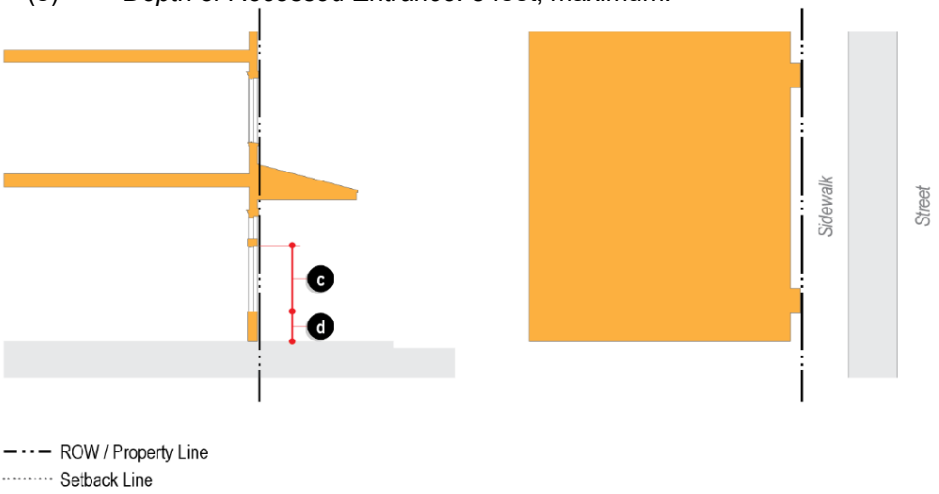


Figure 10-33 Shopfront Frontage Type

d. *Exterior Building Cladding Materials.*

(1) Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the ARC.

(2) The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and

elements.

(3) In no instance shall the finish of non-natural materials utilized mimic or match the texture of the natural materials utilized.

(4) A maximum of three exterior building cladding materials may be used.

(5) Vinyl and steel clapboard siding and/or adhered thin veneer exterior building cladding materials shall be prohibited.

e. *Roof Finishing.*

(1) Eaves may expose rafters.

(2) Gutters and downspouts may not discharge upon public right-of-way.

2. *Single-family Attached and Detached Uses.*

a. *Fences.* Fences shall be allowed on lots with single-family attached and detached uses in accordance with the following standards.

(1) *Location.* All fences allowed in this subsection shall provide safe site distance where driveway curb cuts intersect public right-of-way.

(2) *Height.*

(a) Fences in front and/or exterior side yards shall not exceed 4 feet in height.

(b) Fences in interior side and/or rear yards shall not exceed 6 feet in height.

(3) *Materials.* Fences in front yards and/or exterior side yards shall be of non-sight barrier construction and have a maximum opacity of 50%. Permitted fence materials in all yards shall be only those materials which are designed and intended for use in fence installations and shall be limited to:

(a) Vegetation;

(b) Wood, chemically treated or naturally resistant to decay;

(c) Wood composites;

(d) Aluminum;

(e) Vinyl/PVC;

(f) Wrought iron; and

(g) As approved by the ARC.

3. *Multifamily, Mixed Use, and Nonresidential Uses.*

a. *Building Siting (Figure 10-34).* Development located at the corner of two streets shall be sited to connect or anchor the corner with prominent architectural features and site treatments.

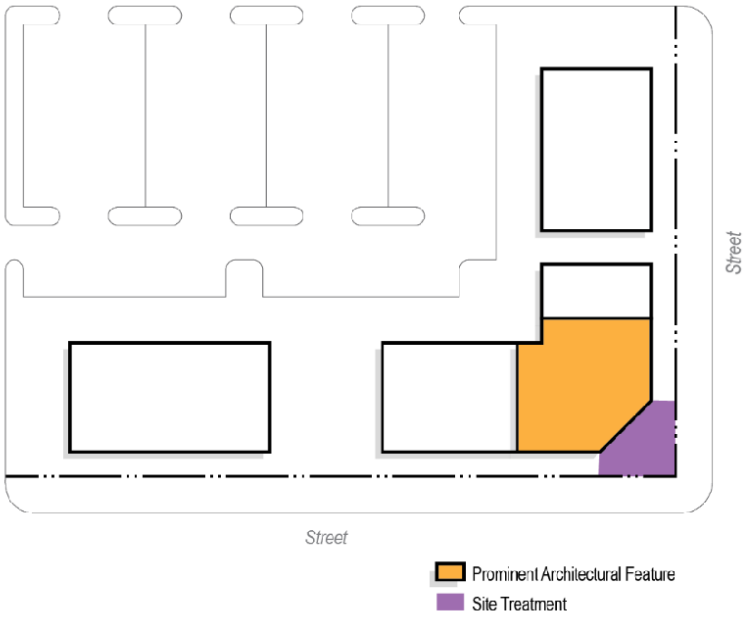


Figure 10-34 Building Siting

b. *Transparency (Figure 10-35).*

(1) *Ground Level Transparency.* The ground level of nonresidential or mixed-use buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way, with the exception of alleys, shall include transparent, clear glass windows and/or doors arranged so that the uses inside are visible from and/or accessible to the street. Window and/or doors with reflective or tinted glass that impede views into a building shall be prohibited.

(2) *All Stories Transparency.* All stories of all building facades facing a public right-of-way, with the exception of alleys, shall include at least 40% of the subject facade in windows or doors. The ARC may waive transparency requirements by up to 20% for medical and dental office uses.

Figure 10-35 Transparency

c. *Awnings and Canopies (Figure 10-36).* Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of-way. If provided, awnings or canopies shall project a minimum of three feet and a maximum of ten feet from the facade.

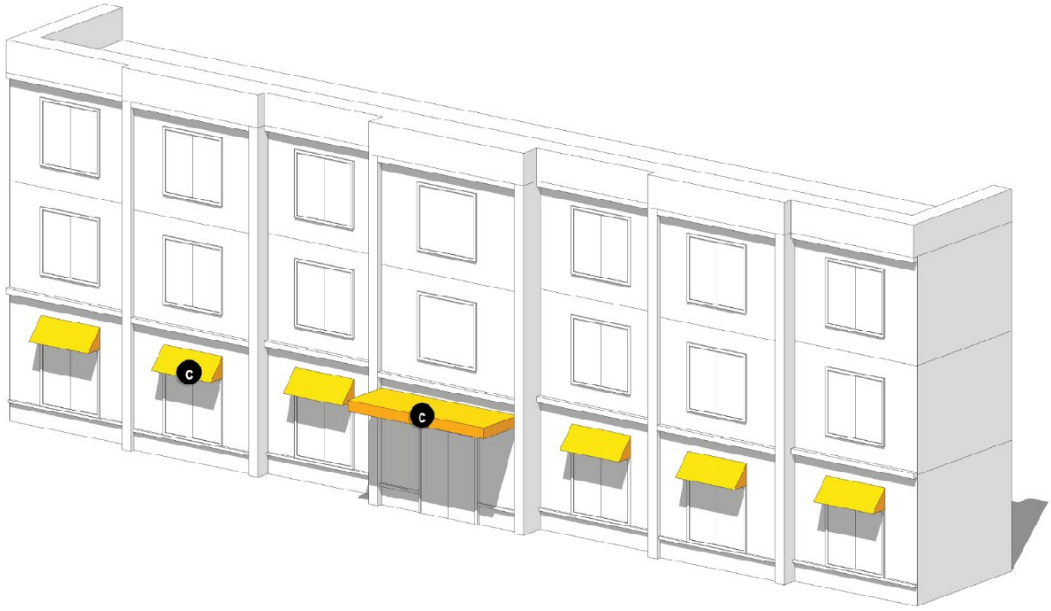


Figure 10-36 Awnings and Canopies

d. *Articulation (Figure 10-37).* The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, with the exception of alleys, through the use of contrasting elements. Façades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that together with required landscaping (Section 36-10.11.H) breakdown large expanses of flat, unembellished surfaces.

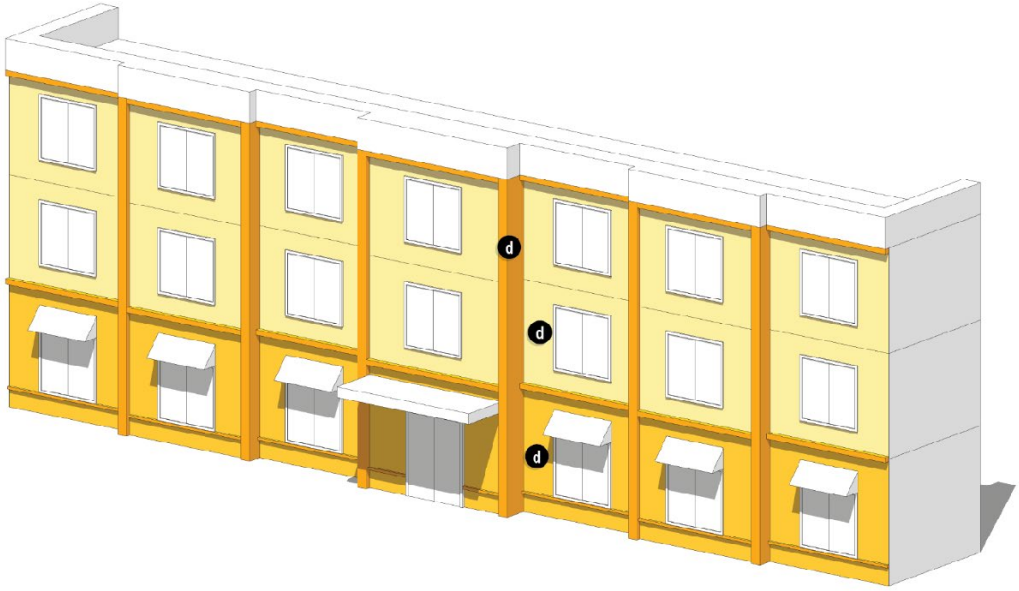


Figure 10-37 Articulation

G. **Off-street Parking.**

1. *Off-street Vehicle Parking Requirements.*
   a. *Subdistrict A.* Off-street vehicle parking shall not be required in subdistrict A.
   b. *Subdistricts B, C, D, E, and F.* Off-street vehicle parking for residential, nonresidential, and mixed uses shall be provided in subdistricts B, C, D, E, and F, as follows:
      (1) *Single-family attached and detached.* One space/dwelling unit.
      (2) *Micro-efficiency dwelling unit.* One space/dwelling unit.
      (3) *Efficiency/one-bedroom dwelling unit.* One and one-half spaces/dwelling unit.
      (4) *Two or more bedroom dwelling unit.* Two spaces/dwelling unit.
      (5) *Nonresidential uses.* Off-street vehicle parking is not required.

2. *Off-street vehicle parking location and access (Figure 10-38).*
   a. *Fronting Grant Avenue.* Parking lots, structures, and/or garages shall be located to the rear of the principal building and accessed from a side street, alley, or access easement.
   b. *Not fronting Grant Avenue.* Parking lots, structures, and/or garages accessory to principal buildings not fronting Grant Avenue may be located to the side of the principal building only if the lot, structure, and/or garage is located on one or both sides of an access point to any street other than Grant Avenue. In no case shall such lot, structure, and/or garage be located closer to the right-of-way than the principal building.
   c. *Grant Avenue access points.* Access points from Grant Avenue shall be permitted only if located directly across from an existing roadway which runs perpendicular to Grant Avenue or if the property has no access to any side street, alley, or access easement.

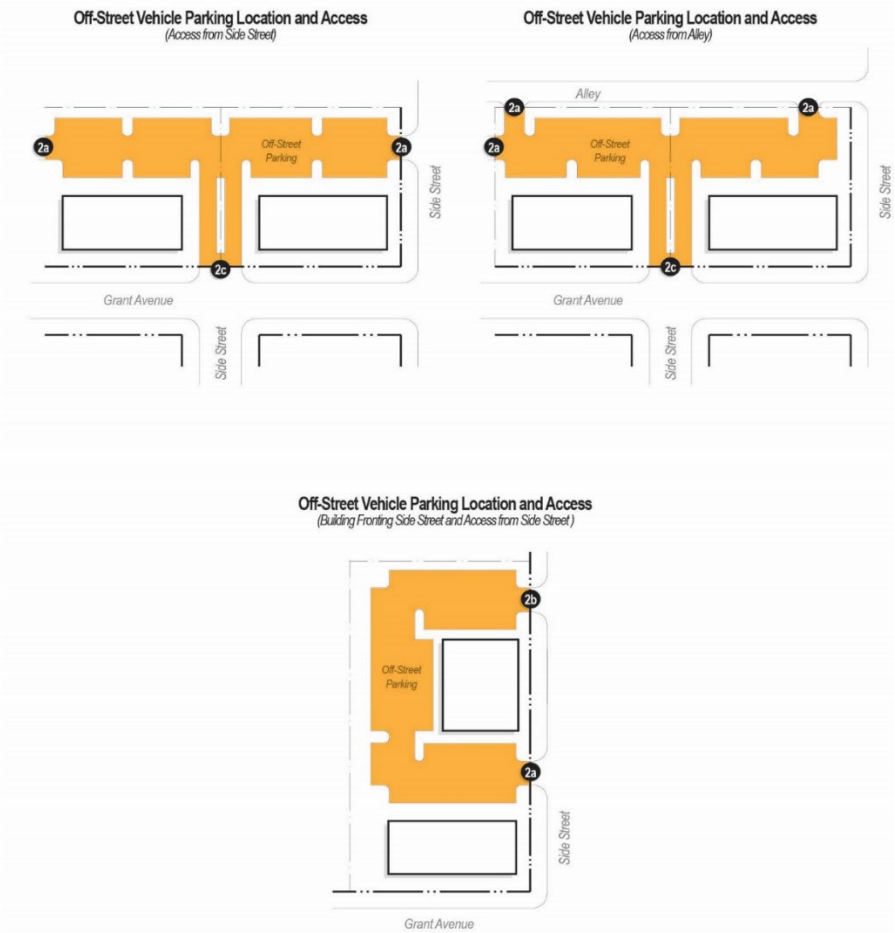


Figure 10-38 Off-street Vehicle Parking Location and Access

3. *Vehicular Cross Access Drives (Figure 10-39).* To facilitate vehicular access between adjoining developments and to minimize access points along Grant Avenue, development in all subdistricts shall comply with the following standards:
   c. Internal vehicular circulation systems shall be designed to allow for vehicular cross-access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development, or to the boundary of adjoining vacant land.
   d. Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
   e. The ARC may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area or would create unsafe conditions.
   f. Easements allowing cross access to and from properties served by a vehicular cross-access drives, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the register of deeds for the county in which the properties are located before issuance of a building permit for the development.

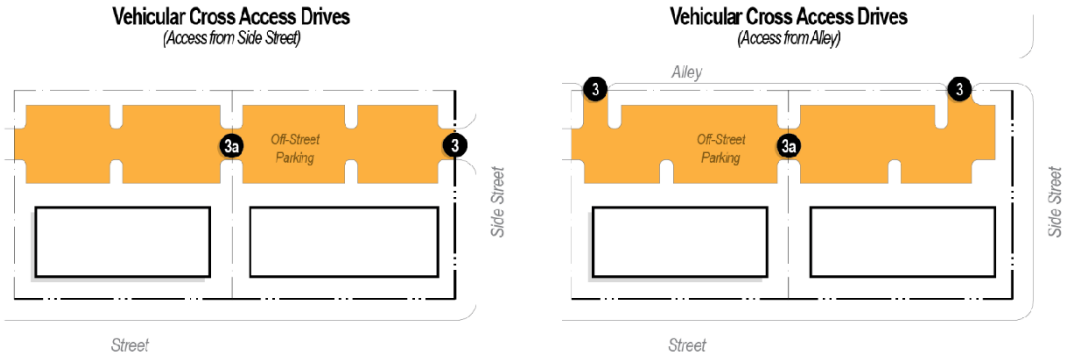


Figure 10-39 Vehicular Cross-access Drives

4. *Pedestrian Walkways.*
   a. ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
   b. ADA accessible pedestrian walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to, stamped asphalt, special pavers, bricks, or scored concrete.

5. *Bicycle Parking (Figure 10-40).*
   a. *Location.*
      (1) Required bicycle parking shall be provided on the same lot as the use for which it is intended to serve.
      (2) Bicycle parking shall be sited within 50 feet of a building entrance. If provided indoors, bicycle parking shall be located within a common area designated for secure bicycle storage.
      (3) Bicycle parking areas shall be adequately lit and located such that they are highly visible from the street and/or building entrance(s) from where bicyclists approach.
      (4) Bicycle parking adjacent to a pedestrian walkway shall be sited to ensure that a minimum five-foot walkway clearance is maintained.
      (5) The location of bicycle parking shall not conflict with pedestrian and/or vehicular circulation.
   b. *Design Criteria.*

(1) Bicycle facilities shall be constructed of sturdy, tamper-proof materials such as welded steel. Rack design may be varied to complement the architecture of the primary building, provided it meets all design criteria.
(2) Bicycle racks shall be installed on a hard surface area.
(3) Each bicycle rack shall provide parking for at least two bicycles.
(4) Racks shall allow for the bicycle frame and at least one wheel to be locked to the racks.
(5) The bicycle rack shall allow for the use of a cable as well as a U-shaped lock.
(6) The installation of bicycle parking facilities shall conform to the manufacturer requirements.

c. *Dimensional Standards.*
(1) Each bicycle parking space shall be a minimum of **6**~~six~~ feet in length with the exception of vertical or wall mounted bicycle parking spaces.
(2) Bicycle racks shall be located at least **3**~~three~~ feet in all directions from any obstruction, including, but not limited to, other bicycle racks, walls, doors, posts, columns, or landscaping.
(3) A minimum vertical clearance of **7**~~seven~~ feet shall be maintained above all bicycle parking facilities.

d. *Off-street Bicycle Parking Requirements (Figure 10-40).*
(1) The number of required bicycle parking spaces shall be equal to 5% of required vehicle parking spaces or **10**~~ten~~ spaces, whichever is less. Additional demand for bicycle parking shall be monitored and provided as necessary.
(2) Exemption. The bicycle parking requirements of this section shall apply to all uses other than the following:
(a) Dwelling, single-family detached.
(b) Dwelling, single-family attached.

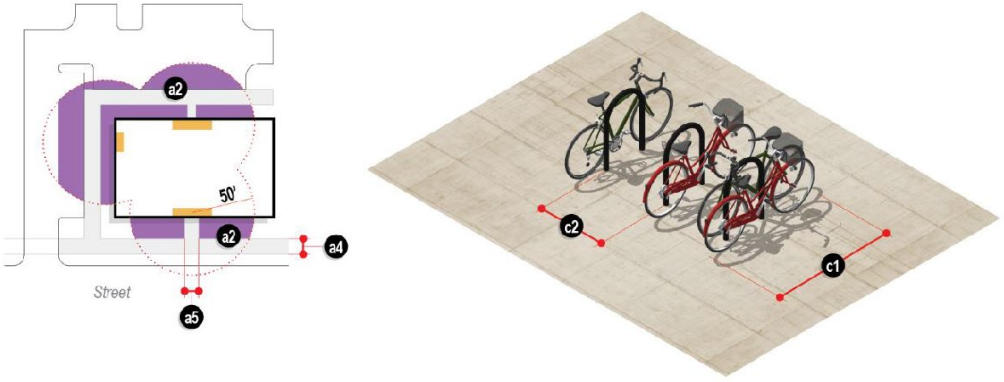


Figure 10-40 Off-street Bicycle Parking

H. **Landscape.** Landscape improvements required by this section shall apply to all non-single-family development and consist of living plants in a combination of trees, shrubs, native grasses, and/or groundcover. Unless otherwise stated in this section, all size specifications for plant materials shall be based upon the time of planting. When caliper is specified for tree planting, the caliper of the tree trunk shall be measured at six inches above the soil level. Any plant materials used to meet the requirements of this section shall not include any plant material identified as an invasive plant by the Missouri Department of Conservation.

1. *Planting Types (Figure 10-41).* Plant materials which are native to or adapted to the State of Missouri are encouraged.
a. *Canopy trees:* A woody plant (deciduous or evergreen) having not less than a two and one-half-inch caliper with single central axis which typically reaches a mature height of

not less than 40 feet and a mature spread of not less than 15 feet.

b. *Understory trees:* A woody plant having not less than a one and one-half-inch caliper, or 6 feet tall for multiple stem species, that normally attains a mature height of at least 15 feet.

c. *Evergreen trees:* A tree having foliage that persists and remains green throughout the year and has a height of not less than 6 feet at installation and maturing to a height of not less than 20 feet.

d. *Shrub:* A woody plant (deciduous or evergreen) of low to medium height characterized by multiple stems continuous from its base and having a height of not less than two feet.

e. *Native grasses:* Grasses and flowering broad leaf plants that are native to, or adapted to, the State of Missouri, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.

f. *Groundcover:* Herbaceous plants, other than turf grass, or prostrate shrubs normally reaching an average maximum height of 18 inches at maturity.

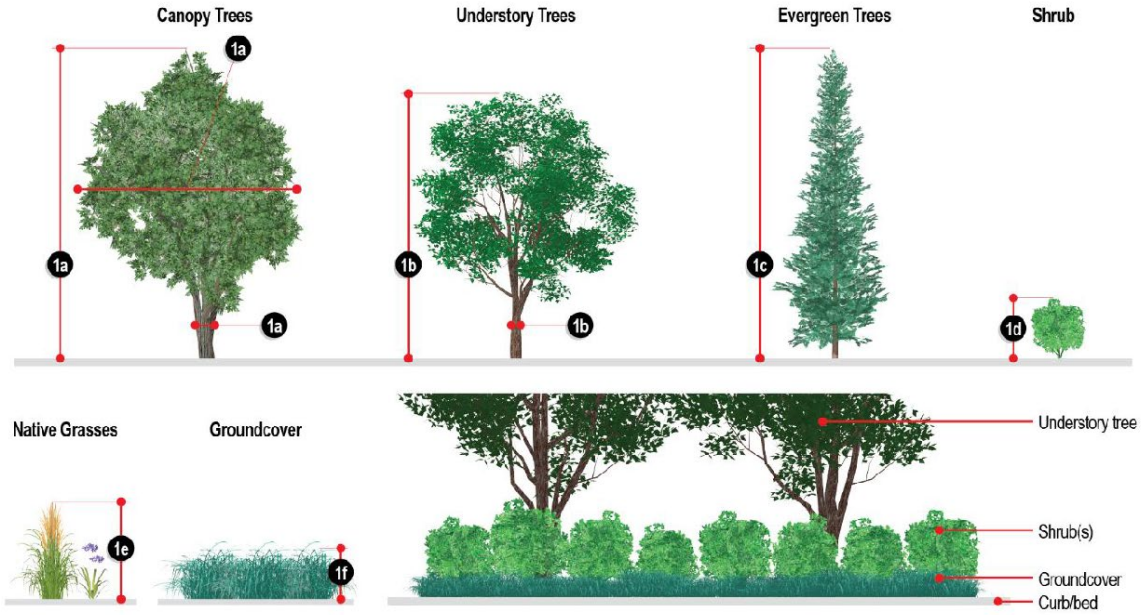


Figure 10-41 Planting Types

2. *Required Landscape Areas (Figure 10-42).* Landscape shall be provided as outlined below in the locations illustrated in Figure 10-42.

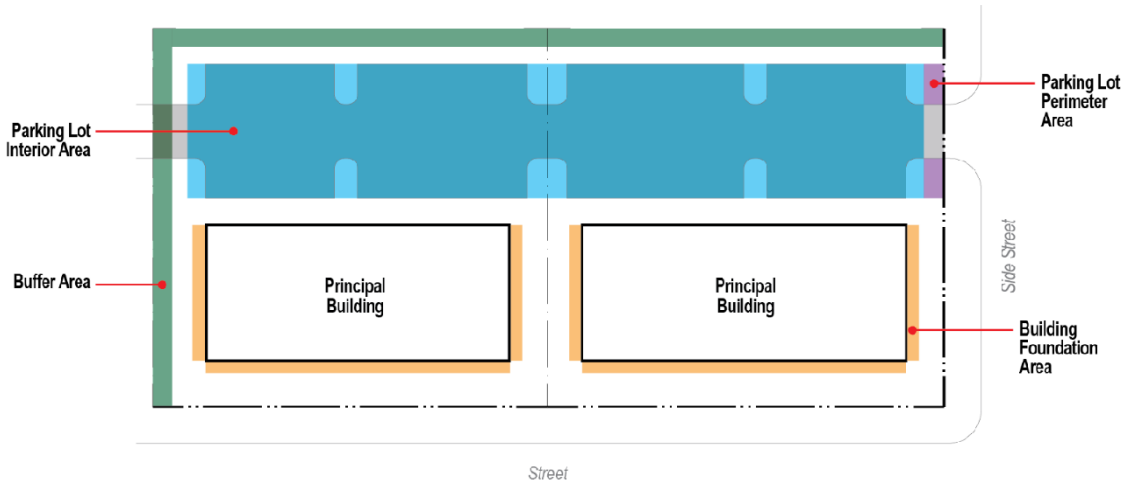


Figure 10-42 Required Landscape Areas

3. *Parking Lot Perimeter Area.* Trees and landscape required by this section shall be in addition to trees and landscape required under other sections of this division. It is the objective of this section to provide screening between parking areas and right-of-way, and to provide for the integration of stormwater management with required landscaping.
   a. *Location.* All surface parking lots which abut a public or private right-of-way, excluding alleys, shall include landscape and trees as required by this section located between the parking lot back of curb and the right-of-way.
   b. *Applicability.* The parking lot perimeter landscape regulations of this section apply to the following:
      (1) The construction or installation of any new surface parking lot or vehicular use area; and
      (2) The expansion of any existing surface parking lot or vehicular use area, in which case the requirements of this section apply only to the expanded area.
   c. *Requirements (Figure 10-43).*
      (1) Perimeter landscape shall run the full length of the parking lot and shall be located between the property line and the edge of the parking lot.
      (2) Perimeter landscape shall have a minimum width of **7**~~seven~~ feet as measured from the parking lot back of curb, to accommodate vehicle bumper overhang and ensure planting areas that are adequate in size.
      (3) Perimeter landscape areas shall be improved as follows:
         (a) One shrub or native grass the height of which shall not be less than 3 feet nor greater than 5 feet, shall be planted for every 3 feet of landscape area length, spaced to adequately screen vehicle bumpers. 50% of required landscape shall be evergreen shrubs unless a low masonry wall or fence is provided as detailed in subsection b., below.
         (b) A low masonry wall or fence the height of which provides effective screening to a maximum height of 3 feet shall be used in conjunction with required landscaping as detailed above if the parking lot is located within 70 feet of residential use. Plant materials shall be installed between the sidewalk and the fence or wall to provide a softening effect.
      (4) Perimeter landscape areas outside of shrub/native grasses and tree masses shall be planted in live groundcover.

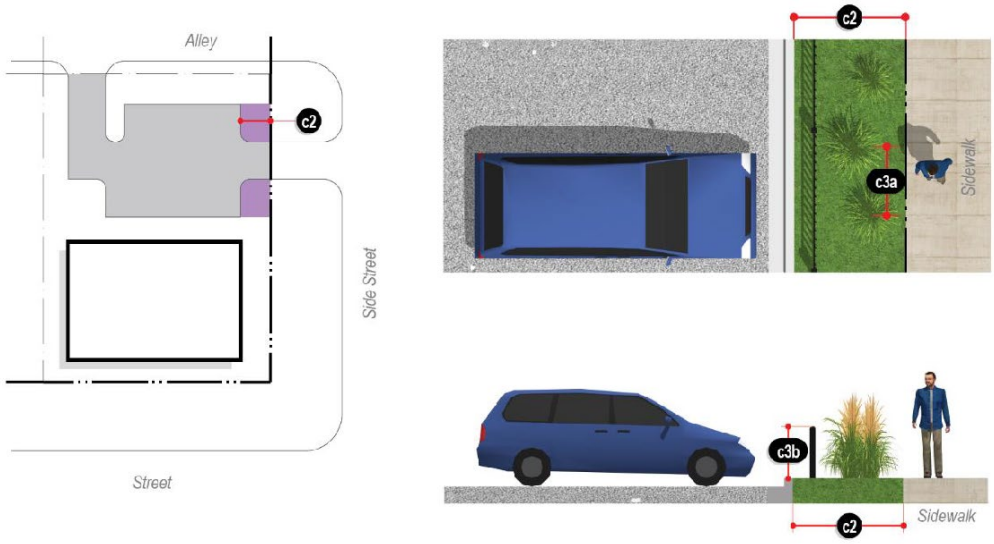


Figure 10-43 Parking Lot Perimeter Area Landscape

4. *Parking Lot Interior Area.* All parking lots shall include landscape and trees located within the parking lot as required by this section. Trees and landscape required by this section shall be in addition to trees and landscape required under other sections of this division. It is the objective of this section to provide shade within parking areas, break up large expanses of parking lot pavement, support stormwater management where appropriate, and provide a safe pedestrian environment.
   a. *Applicability.* The parking lot interior landscape regulations of this section apply to the following:
      (1) The construction or installation of any new surface parking lot; and
      (2) The expansion of any existing surface parking lot, in which case the requirements of this section apply only to the expanded area.
   b. *Amount (Figure 10-44).*
      (1) *Parking lots with fewer than 15 spaces.* In parking lots with fewer than 15 spaces, all rows of parking shall be terminated by a parking lot island.
      (2) *Parking lots with 15 to 100 spaces.* In parking lots with 15 to 100 spaces, required parking lot interior landscape area shall be provided in the form of islands.
         (a) *Parking lot island amount requirement.* Parking lot islands shall be located on all parking rows. Parking lot islands shall be spaced not more than 135 feet or more than 15 continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.
      (3) *Parking lots with 100 spaces or more.* In parking lots with 100 or more spaces, required parking lot interior landscape area shall be provided in the form of islands and medians.
         (a) *Parking lot median amount requirement.* Parking lot medians shall be placed between every third row of parking.
         (b) *Parking lot island amount requirement.* Parking lot islands shall be located on parking rows which are not required to have parking lot medians. Parking lot islands shall be spaced not more than 135 feet or more than 15 continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.

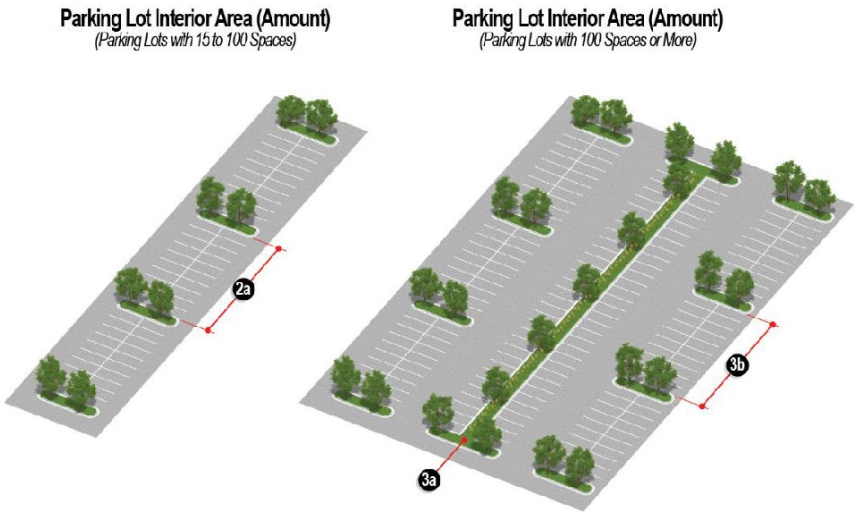


Figure 10-44 Parking Interior Area Landscape - Amount

c. *Parking Lot Median Standards (Figure 10-45).*
   (1) *Size.* Parking lot medians shall have a minimum width of 9~~nine~~ feet and minimum soil depth of 36 inches.
   (2) *Planting.* A minimum of one canopy tree and 15 shrubs or native grasses shall be planted for each 50 linear feet of parking lot median.
   (3) *Design.* Parking lot medians shall be protected with concrete curbing, wheel stops, or other suitable barriers. Such medians shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

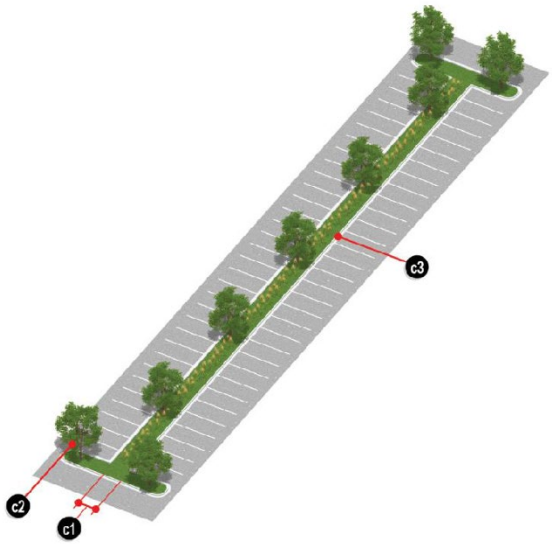


Figure 10-45 Parking Lot Median Standards

d. *Parking Lot Island Standards (Figure 10-46).*
   (1) *Size.* Parking lot islands shall be a minimum 9~~nine~~ feet wide by 18 feet long if adjacent to standard parking spaces and 16 feet long if adjacent to compact parking spaces and shall have a minimum soil depth of 36 inches. Double rows of parking shall provide parking lot islands opposite one another to form

continuous single islands.

(2) *Planting.* A minimum of 1~~one~~ canopy tree shall be provided for every parking lot island. If the island extends the width of a double row, then 2~~two~~ canopy trees shall be provided.

(3) *Design.* Parking lot islands shall be protected with concrete curbing or other suitable barriers. Such islands shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

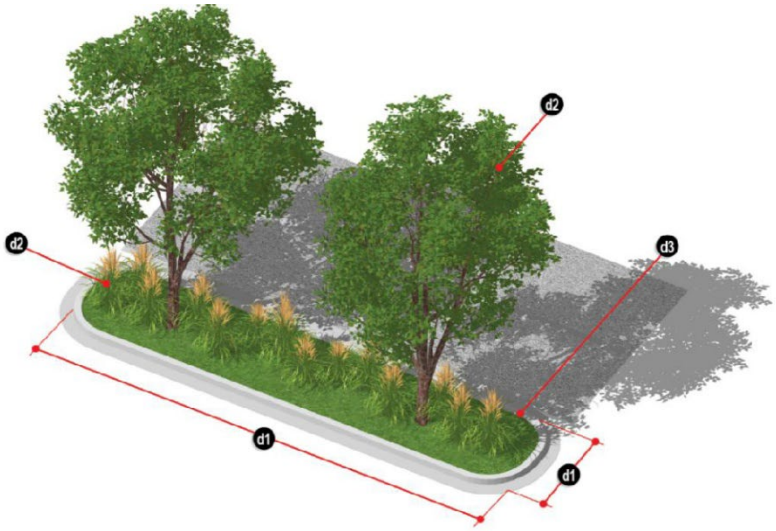


Figure 10-46 Parking Lot Island Standards

e. *Pedestrian walkways.* Pedestrian walkways, as required by Section 36-10.11.G.4, shall be located along parking lot medians. The ARC may waive or modify this requirement on determining that locating pedestrian walkways along parking lot medians is impractical due to site conditions or is undesirable because it would create unsafe conditions.

f. *Type of landscape material.* Except where areas are designed as vegetated stormwater management areas, canopy trees shall be the primary plant material used in parking lot islands and canopy trees and shrubs or native grasses shall be the primary plant materials used in parking lot medians. Understory trees, evergreen trees, shrubs, native grasses, groundcover, and other plant materials may be used to supplement the required plantings shall provide safe site distance where driveway curb cuts intersect public rights-of-way. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the ARC.

g. *Groundcover.* Except where areas are designed as vegetated stormwater management areas, a minimum of 75% of the surface area of every parking lot island and median shall be planted with live groundcover. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the ARC.

5. *Building Foundation Area (Figure 10-47).* All non-single-family development, with the exception of non-single-family development built with a zero-foot front yard setback, shall include landscape located at the building foundation as required by this section. Landscape required by this section shall be in addition to landscape required under other sections of this division. It is the objective of this section to provide a softening effect at the base of buildings.

a. A non-single-family development is required to maintain a building foundation area at front and exterior side yards with a minimum width of the building setback or 7 feet,

whichever is less.

b. Foundation plantings shall be placed 18 inches on center from the foundation of the building.

c. Foundation plantings shall be designed to frame architectural features and to visually soften long expanses of walls.

d. Foundation plantings shall be installed across 80% of the length of the front and exterior side façade of the building.

e. Foundation plantings may include trees, shrubs, native grasses, and groundcover.

f. Where the area between the building and right-of-way is entirely paved as a public gathering space, plaza, or outdoor dining area, required building foundation area landscaping may be substituted by a minimum of two of the following elements:
   (1) Moveable tables and chairs,
   (2) Fountain or other water feature,
   (3) Sculpture or other public art feature,
   (4) Benches, seat walls, or amphitheaters,
   (5) Raised landscape planters,
   (6) Understory trees lining the area,
   (7) Pedestrian scale and celebratory lighting,
   (8) Other features as approved by the ARC.

g. Above-ground stormwater planter boxes along building facades may be substituted for foundation plantings.

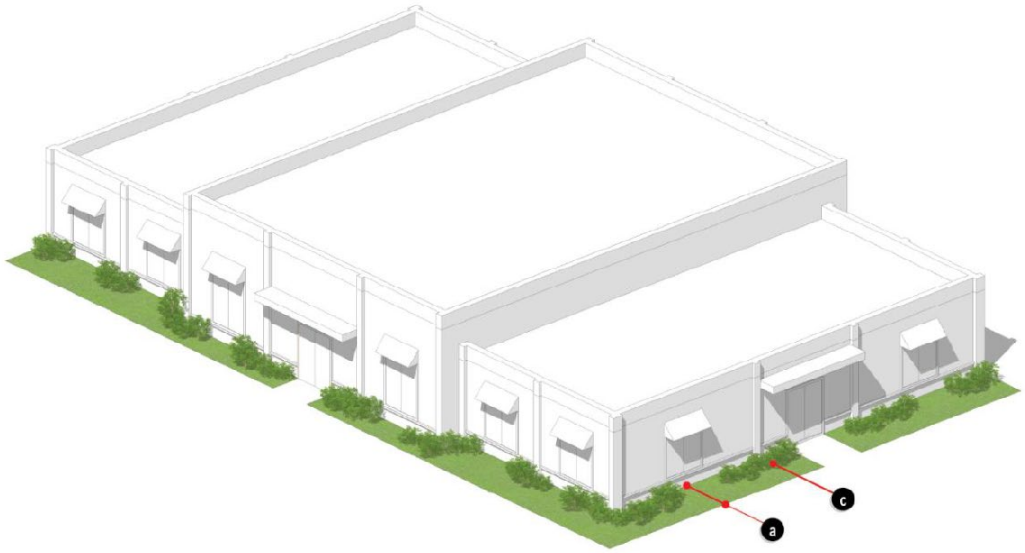


Figure 10-47 Building Foundation Area Landscape

6. *Buffer Area.* Buffer area landscape shall be required along interior property lines of all non-single-family development when adjacent to single-family uses. It is not expected that the buffer area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics. Landscape required by this section shall be in addition to landscape required under other sections of this division.

   a. *Applicability.* Buffer area landscaping is required as follows:
      (1) The construction or installation of any new primary building or primary use; and
      (2) The expansion of any existing primary building or primary use that results in an increase in gross floor area by more than 5% or 1,000 square feet, whichever is greater. In the case of expansions that trigger compliance with buffer area requirements, buffer area landscaping is required only in proportion to the degree of expansion. The ARC is authorized to allow the buffer area to be established adjacent to the area of expansion or to disperse buffer area

landscaping along the entire site buffer area.

b. *Buffer Area Standards (Figure 10-48).*
   (1) *Width.* Buffer areas shall have a minimum width of 7 feet. Required yard setbacks may be utilized for buffer area landscape.
   (2) *Fences.* The exterior line of the buffer area shall be improved with a fence meeting the following standards:
      (a) *Height.* The fence shall be 6 feet in height.
      (b) *Materials.* The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
      (c) *Design.* The finished side of the fence shall face the adjacent property.
      (d) *Location.* Fences shall be located in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts intersect public rights-of-way, and shall not extend beyond the front elevation of the primary building.
   (3) *Landscape elements.* The buffer area shall, at a minimum, be improved with the following landscape elements:
      (a) *Canopy/evergreen trees.* 4 canopy and/or evergreen trees shall be planted per every 100 lineal feet of buffer area.
      (b) *Shrubs/native grasses.* 10 shrubs/native grasses shall be planted per every 100 lineal feet of buffer area.

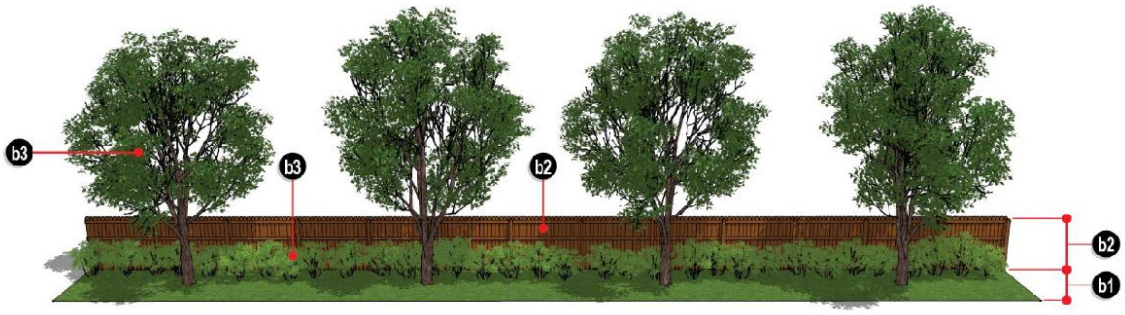


Figure 10-48 Buffer Area Landscape

7. *Installation and Maintenance of Landscape Areas.*
   a. All installed landscape shall conform to the most recently approved American Standard for Nursery Stock (ANSI Z60.1), published by the American National Standards Institute.
   b. All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the time of the season or weather conditions are not conducive to planting, the developer shall apply to the ARC for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine as detailed in the agreement.
   c. A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. 20% of the total landscaping costs should be deposited in escrow with the city before building permits are granted. The 20% landscaping deposit will be held in escrow for a period of one year past the time of planting and will be refunded on approval of the city.
   d. Dead plant materials shall be replaced within 60 days taking into consideration the season of the year and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one phase, the 60-day timeframe shall apply to each individual phase.
   e. All landscape shall be maintained in a healthy, neat, trimmed, clean, and weed-free condition. With the exception of surface areas in vegetated stormwater management

areas where mulch is not specified, the ground surface of landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.

f. For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of 18 months following municipal approval of installation. During this guarantee period the landowner shall supply water as necessary to promote successful establishment and growth.

g. Any required landscape area not intended for stormwater management, greater than 150 square feet in area, shall be provided with an underground irrigation system or be provided with a portable water supply within 50 feet of said landscape areas. No part of an irrigation system may be installed in city right-of-way.

h. All plantings required under this division shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to cultural conditions, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

l. **Screening.**

1. *Used Frying Oil, Trash, and Recycling Receptacles (Figure 10-49).* The following regulations shall apply to all non-single-family development.

a. Used frying oil, trash, and recycling receptacles shall be screened on three sides with a solid, opaque material with a minimum height of 6 feet and a maximum height of 8 feet.

b. Materials used for screening shall complement the exterior building cladding materials of the primary building.

c. Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.

d. If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.

e. Shrubs shall be installed every 3~~three~~ feet along the exterior of the enclosure, with the exception of enclosure openings, to provide a softening effect.

f. Enclosure openings shall be gated with an opaque material.

g. Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.

h. Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles be placed in the enclosure at all times other than when it is being accessed.

i. Access drives shall be constructed of materials and to a thickness which accommodates truck loading. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.

j. Enclosures shall be of an adequate size to accommodate expected containers. The enclosure shall be designed to be expandable to accommodate future additional containers.

k. Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.

l. Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

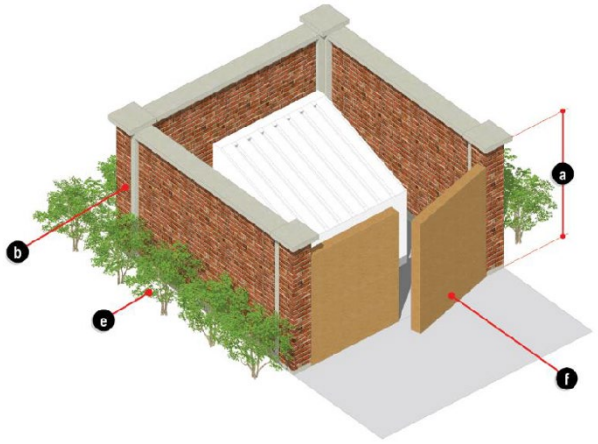


Figure 10-49 Used Frying Oil, Trash, and Recycling Receptacle Screening

2. *Ground/Wall-mounted Mechanical Units (Figure 10-50).* The following regulations shall apply to all ground/wall-mounted mechanical units, including, but not limited to, generators, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment. Tanks and/or silos related to a brewery, winery, distillery are exempt from these requirements.

   b. Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground-mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.

   c. Ground/wall-mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.

   d. Materials used for screening shall be designed and established so that the area or element being screened is no more than 20% visible through the screen.

   e. Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

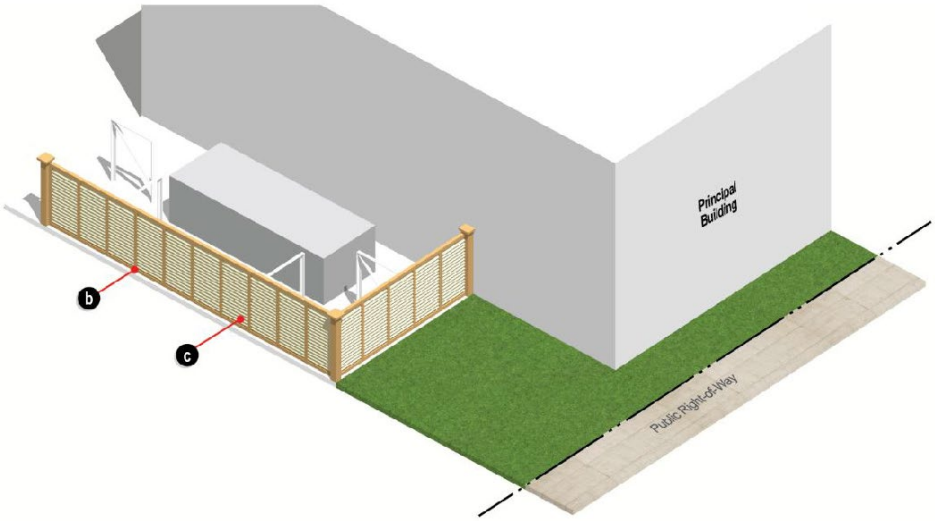


Figure 10-50 Ground/Wall-mounted Mechanical Unit Screening

3. *Roof-mounted Mechanical Units (Figure 10-51).* The following regulations shall apply to all roof mounted mechanical units, including, but not limited to, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment which service multifamily, nonresidential, or mixed-use developments.

   a. Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.

   b. Roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be completely screened from public view.

   c. Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.

   d. Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.

   e. Additional screening may be required due to topographic differences in the adjoining properties.

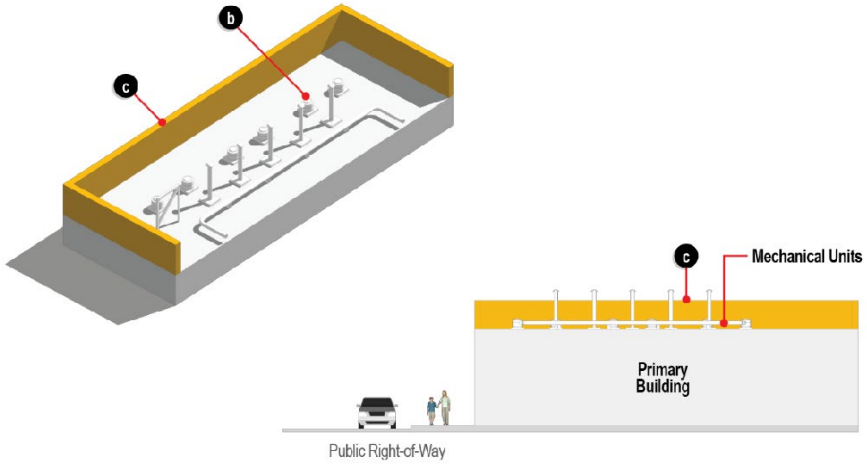


Figure 10-51 Roof-mounted Mechanical Unit Screening

J. **Signs.**

1. Sign Measurement.

a. Sign Area (Figure 10-52). Unless otherwise defined, sign area shall be determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border. The area of a sign composed of individually affixed letters is determined by the total area of the smallest geometric shape enclosing the letters. A maximum of two geometric shapes may be utilized. The calculation for a double-faced sign shall be the area of one face only.

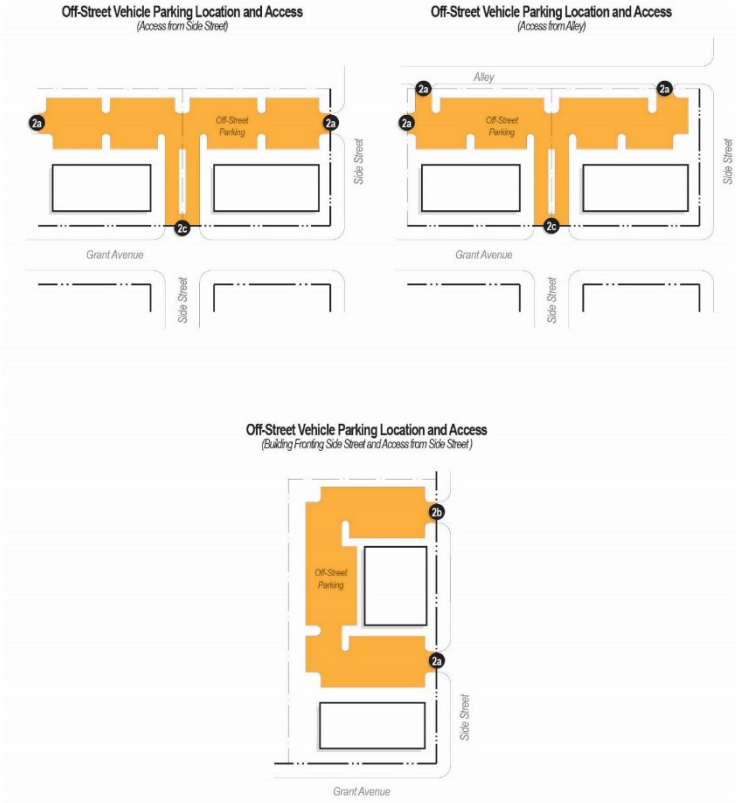


Figure 10-52 Sign Area Measurement

b. *Sign Height (Figure 10-53).* Sign height shall be measured from grade directly below the sign to the topmost portion of the sign.

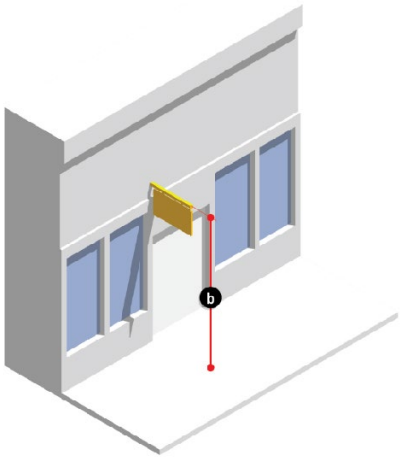


Figure 10-53 Sign Height Measurement

2. *Limit on Sign Area (Figure 10-54).*
   a. *Permanent Sign Area Limit.* Each lot shall be allowed **1**~~one~~ square foot of aggregate sign area per linear foot of building frontage for permanent signs.
   b. *Temporary Sign Area Limit.* Each lot shall be allowed **6 inches**~~one-half foot~~ of aggregate sign area per linear foot of building frontage for temporary signs.
   c. *Premises Having Frontage on More Than One Dedicated Street.* Premises having frontage on more than one dedicated street will be allowed an additional **6 inches**~~one-half square feet~~ of aggregate sign area for each linear~~l~~ foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.

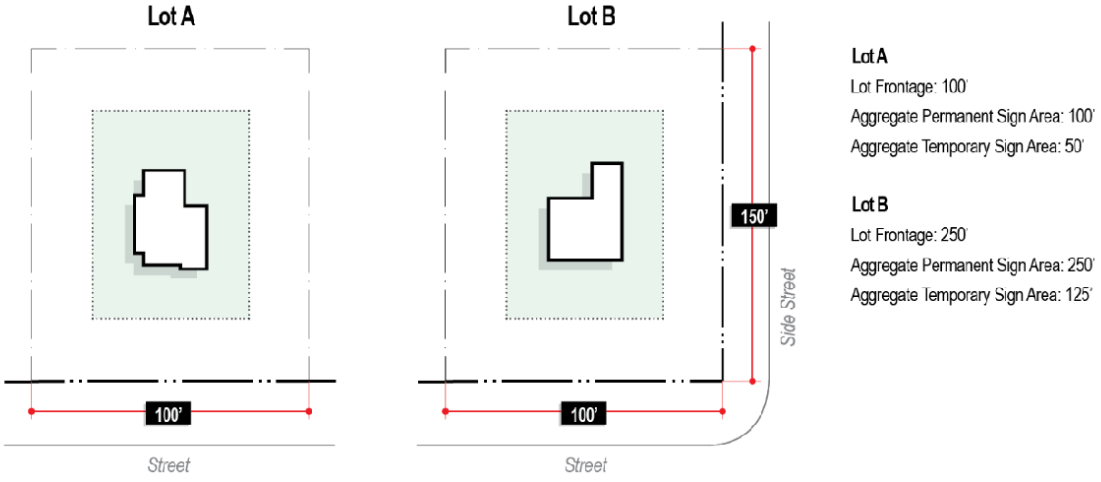


Figure 10-54 Limit on Sign Area

3. *Permitted and Allowed Sign Types.* Table 10-14 details the types of signs allowed in the GAP district per use type. The following key is to be used in the interpretation of the table:
   a. *Permitted sign types.* Sign types marked as "P" in the table shall be permitted subject to all applicable provisions of this division and only after the issuance of a sign permit

as detailed in Article 9.

b. *Allowed sign types.* Sign types marked as "A" in the table shall be allowed subject to all applicable provisions of this division. No sign permit shall be required.

c. *Prohibited sign types.* A blank space in the table indicates that a sign type is not allowed for the respective use type.

d. *Unlisted sign types.* Sign types not included in Table 10-14 shall be considered prohibited.

Table 10-14: Permitted and Allowed Sign Types

Sign Type	Single-family Uses	Non-single-family Uses
Permanent Signs		
Wall Sign		P
Awning or Canopy Sign		P
Projecting Sign		P
Window Sign, Permanent		P
On-site Traffic Directional Sign		P
Temporary Signs		
Wall Mounted Banner Sign		P
Sidewalk Sign		A
Window Sign, Temporary		A
Yard Sign	A	
Post Sign	P	

4. *Standards for Permanent Signs.*

a. *Wall Signs (Figure 10-55).*

(1) *Sign area.* The maximum sign area of a wall sign shall be 5% of the total area of the face of wall on which the sign is to be located.

(2) *Height.* No wall sign shall protrude above the highest roofline or the top of the parapet wall or mansard roof.

(3) *Projection.* A wall sign shall not extend more than **6**~~six~~ inches from the wall of the building or structure to which it is attached and shall maintain a minimum vertical clearance of **10**~~ten~~ feet.

(4) *Number of signs.* A maximum of one wall sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.

(5) *Sign copy.* All sign copy featured on wall signs shall either be individually affixed letters, appear to be individually affixed letters, or be printed, etched, or otherwise incorporated directly on the sign's backing plate. Box signs shall be prohibited.

(6) *Other standards.*

(a) No wall sign shall cover any architectural features (architectural features shall include, but not be limited to, pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.

(b) No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure.

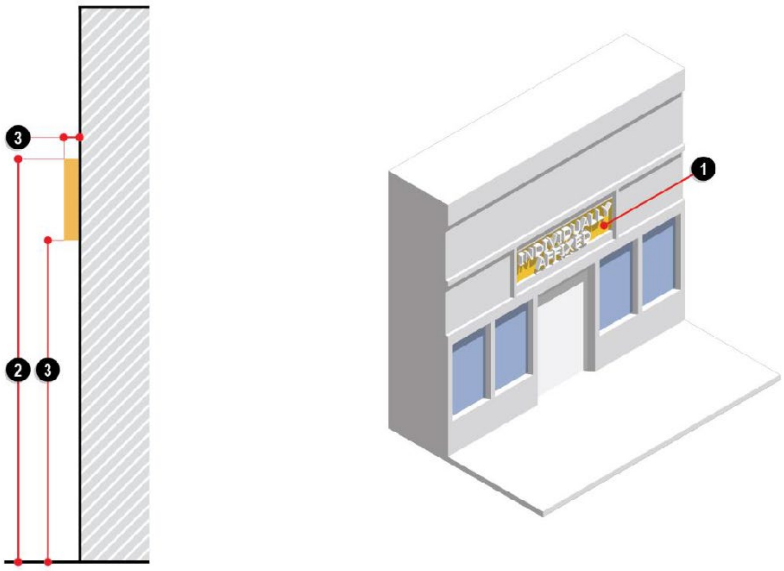


Figure 10-55 Wall Signs

b. *Awning or Canopy Signs (Figure 10-56).*
   (1) *Sign area.* The maximum sign area of an awning or canopy sign shall be 50% of the face of the awning or canopy upon which the sign shall be printed or affixed.
   (2) *Other provisions.* Awning or canopy signs shall only be permitted on awnings or canopies extending above ground floor entrances or windows.

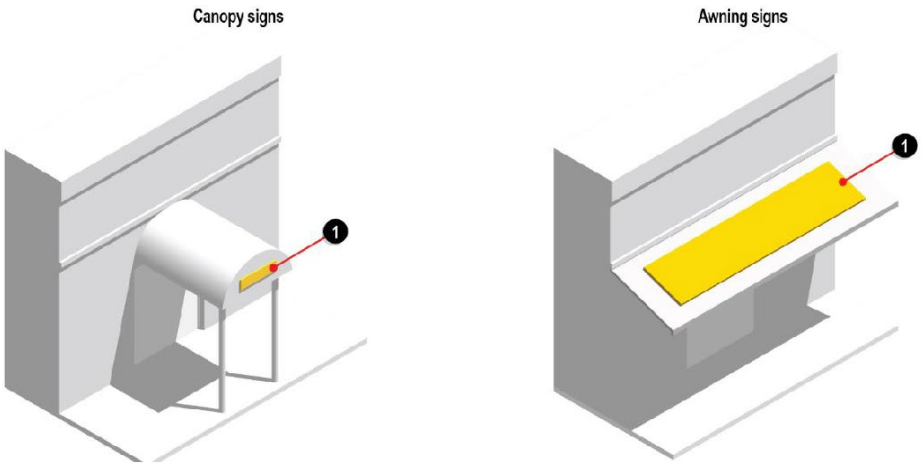


Figure 10-56 Awning or Canopy Signs

c. *Projecting Signs (Figure 10-57).*
   (1) *Sign area.* The maximum sign area of a projecting sign shall be 6 square feet.
   (2) *Height.* A projecting sign shall not extend above the roofline of the building to

which it is attached, or a maximum of 12 feet, whichever is less, and shall maintain a minimum vertical clearance of 8 feet.

(3) *Number of signs.* A maximum of one projecting sign shall be permitted per ground floor nonresidential tenant space. A projecting sign and a wall sign may be displayed on the same building frontage. A projecting sign and an awning or canopy sign shall not be displayed on the same building frontage.

(4) *Projection.* A projecting sign shall horizontally project a maximum of 4~~four~~ feet from the mean elevation of the building to which it is attached.

(5) *Other provisions.*

(a) The property owner shall be required to provide a release or hold harmless to the city prior to the display of any signs located within a public right-of-way.

(b) Projecting signs shall not be illuminated.

(c) Projecting signs may encroach upon, extend, or project over a public sidewalk.

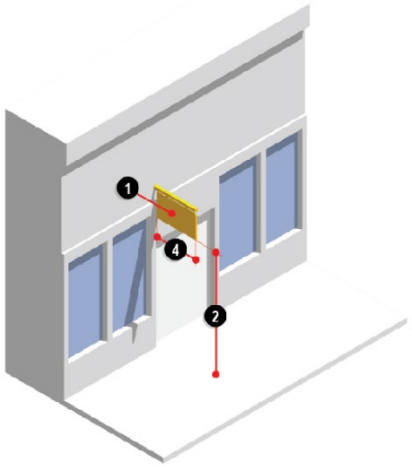


Figure 10-57 Projecting Signs

d. *Window Signs, Permanent (Figure 10-58).*

(1) *Sign area.* The maximum sign area of a permanent window sign shall be 25% of the total area of the window on which the sign shall be located. Permanent window sign area shall be counted in aggregate with wall sign area.

(2) *Other provisions.* Window signs shall be allowed on ground floor windows only.

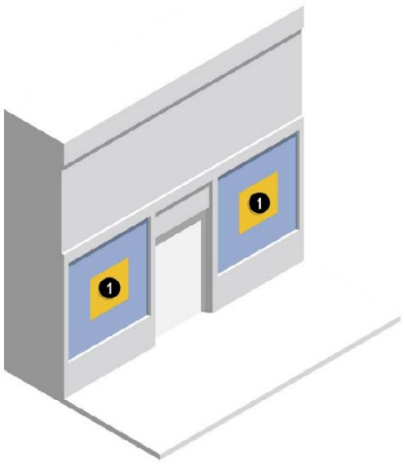


Figure 10-58 Windows Signs, Permanent

e. *On-site Traffic Directional Signs (Figure 10-59).*
   (1) *Sign area.* The maximum sign area of an on-site traffic directional sign shall be 6 square feet.
   (2) *Height.* The maximum height of an on-site traffic directional sign shall be 4 feet.
   (3) *Number of signs.* The number and placement of on-site traffic directional signs shall be as necessary to assist in the safe movement of vehicular and pedestrian traffic on a property, as approved by the ARC.
   (4) *Location.* On-site traffic directional signs shall be located a minimum of **5**~~five~~ feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; be placed in any sidewalk or pedestrian walkway and shall not be located in a clear vision triangle as detailed in Section 36-3.03.B.7.

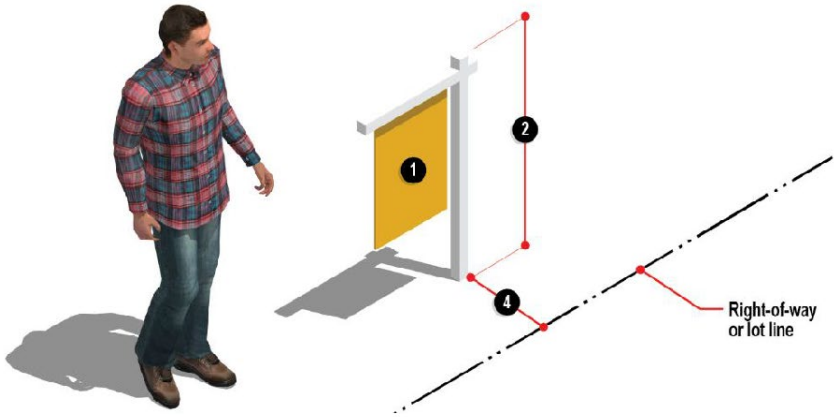


Figure 10-59 On-site Traffic Directional Signs

5. *Standards for Temporary Signs.*
   a. *Wall-mounted Banner Signs (Figure 10-60).*
      (1) *Sign area.* The maximum sign area of a wall mounted banner sign shall be two and one-half percent of the total area of the face of wall on which the sign is to be located.
      (2) *Height.* No wall mounted banner sign shall protrude above the highest roofline or

above the top of the parapet wall or mansard roof.

(3) *Number of signs.* A maximum of one wall mounted banner sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.

(4) *Location.* Wall mounted banner signs shall be affixed to a building.

(5) *Projection.* Wall mounted banner signs shall be affixed flat against the building to which they are mounted.

Figure 10-60 Wall-mounted Banner Signs

b. *Sidewalk Signs (Figure 10-61).*

(1) *Sign area.* The maximum sign area of a sidewalk sign shall be 4 square feet.

(2) *Height.* The maximum height of a sidewalk sign shall be 3 feet.

(3) *Number of signs.* A maximum of one sidewalk sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.

(4) *Location.*

(a) Sidewalk signs shall be placed in a manner that preserves a continuous sidewalk width of a minimum of 3 feet.

(b) No part of any sidewalk sign shall block points of ingress or egress.

(c) Sidewalk signs shall be placed no more than one foot from the wall of the building or unit of a building to which the sign is associated.

(d) Sidewalk signs shall be placed no less than 3 feet and no more than 6 feet from the entrance of the building or unit of a building to which the sign is associated.

(5) *Duration of display.* The display of sidewalk signs shall only be permitted during the operating hours of the use to which the sign is associated and shall be brought indoors during non-operating hours.

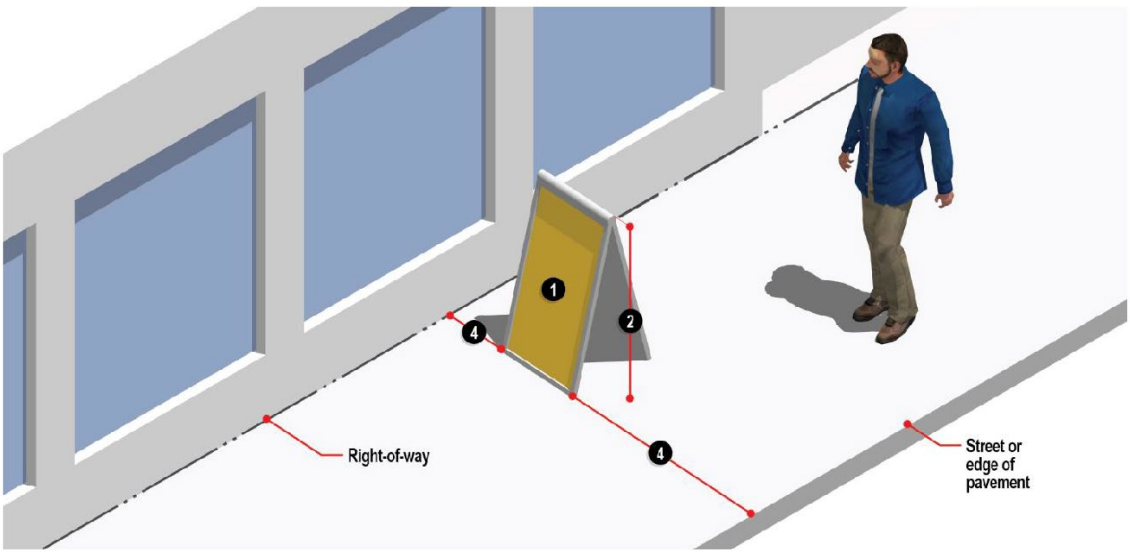


Figure 10-61 Sidewalk Signs

c. *Window Signs, Temporary (Figure 10-62).*
   (1) *Sign area.*
      (a) The maximum sign area of a temporary window sign shall be 15% of the total area of the window on which the sign shall be located if a permanent window sign is displayed on the same window.
      (b) If a permanent window sign is not displayed on the same window, the maximum sign area of a temporary window sign shall be 25% of the total area of the window on which the sign shall be located.
   (2) *Other provisions.*
      (a) Temporary window signs shall be allowed on ground floor windows only.
      (b) Temporary window signs shall not be located on transom windows.

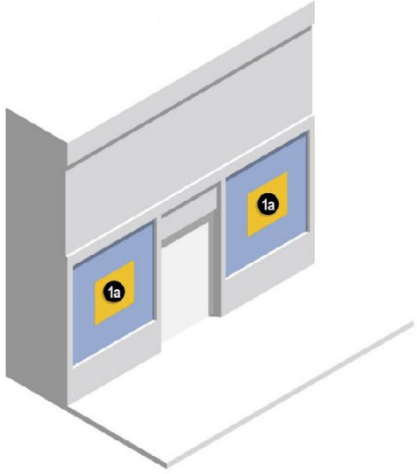


Figure 10-62 Window Signs, Temporary

d. *Yard Signs (Figure 10-63).*
   (1) *Sign area.* The maximum sign area of a yard sign shall be 3 square feet.
   (2) *Sign height.* The maximum height of a yard sign shall be 4 feet.
   (3) *Number of signs.* A maximum of two yard signs may be displayed concurrently per lot. However, in the 30 days before and two days after a local, state, or federal election, a maximum of four yard signs may be display concurrently.
   (4) *Location.* Yard signs shall be located a minimum of five feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
   (5) *Other provisions.*
      (a) Yard signs shall be securely anchored into the ground or secured in a portable base designed for such function.
      (b) Yard signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

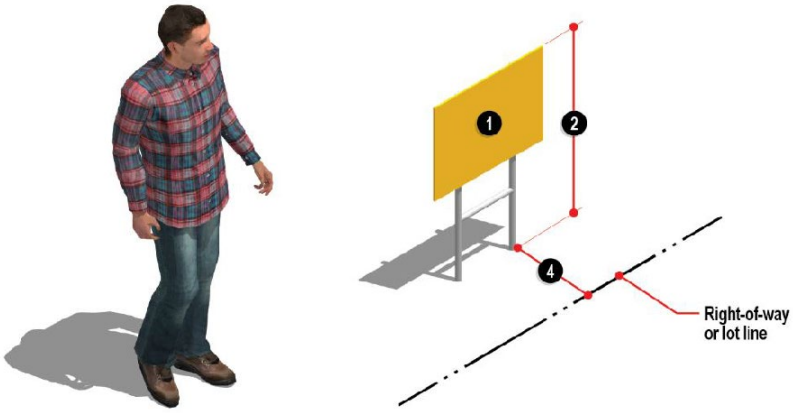


Figure 10-63 Yard Signs

e. *Post Signs (Figure 10-64).*
   (1) *Sign area.* The maximum sign area of a post sign shall be 4 square feet.
   (2) *Height.* The maximum height of a post sign shall be 6 feet.
   (3) *Number of signs.* A maximum of one post sign shall be allowed per lot frontage.
   (4) *Location.* Post signs shall be located a minimum of five feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
   (5) *Other provisions.*
      (a) Post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
      (b) Post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

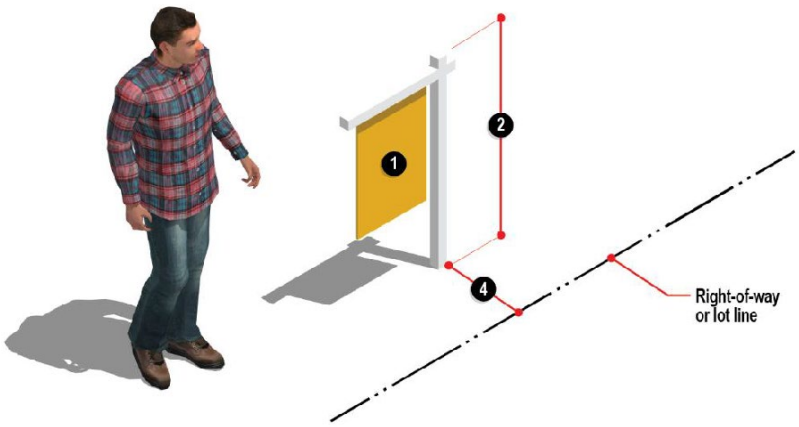


Figure 10-64 Post Signs

6. *Prohibited Signs.* Unless otherwise allowed in this division, the following signs are expressly prohibited:

   a. Electronic message boards,
   b. Outline lighting,

c. Pole/pylon signs,
d. Monument signs,
e. Roof signs,
f. Signs with flashing lights,
g. Moving, rotating, or animated signs,
h. Pennants, streamers, spinners, propellors, balloons, inflatable shapes,
i. Snipe signs,
j. Box signs,
k. Feather signs,
l. Billboards/off-premises signs,
m. Attention getting devices, and
n. Other sign types not explicitly permitted.

7. *Nonconforming Signs.*
   a. All permanent signs which are in existence at the time of passage of this division, but which do not conform to one or more provisions of this division, shall be deemed to be a legal nonconforming structure and may be continued only as provided in this section.
   b. Any sign for which a permit has been lawfully granted prior to the effective date of this or any subsequent amendment of this division and which does not comply with the provisions of such amendment may nonetheless be completed in accordance with the approved plans, provided erection of the sign is started within 90 days after the passage of the ordinance amendment, and is diligently prosecuted to completion.
   c. Whenever a nonconforming sign has been discontinued for a period of six consecutive months, or whenever there is evidence of a clear intent on the part of the owner to abandon a nonconforming sign, such sign shall not, after being discontinued or abandoned, be reestablished, and the sign thereafter shall be in conformity with the regulations of this division.
   d. Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming features of the sign.
   e. No structural alteration, enlargement or extension shall be made to a nonconforming sign, except in the following situations:
      (1) When the alteration is required by law; and/or
      (2) When the alteration will actually result in eliminating the nonconforming portion of the structure.
   f. If a nonconforming sign is damaged or destroyed by any means to the extent of 50% or more of its replacement value at that time, the sign shall not be rebuilt or used thereafter except in compliance with the provisions of this division. In the event the damage or destruction is less than 50% of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this division. In either event, restoration or repair must be started within a period of six months from the date of damage or destruction, and diligently prosecuted to completion.
   g. Existing temporary signs shall expire at the termination date specified on the permit, but in no case later than six months from the date of passage of this division. New temporary signs shall be allowed only in conformance with the provisions contained in this division.
   h. The ARC shall, after the adoption of this division, notify each owner of a nonconforming sign of the manner in which such sign is not in compliance with this division. They shall further notify each owner of a nonconforming sign that such sign must either be brought into compliance with this division or removed prior to its required abatement date.

K. **Outdoor Lighting.**

1. *Fixture Classification.* All outdoor lighting fixtures shall either have a fixture cutoff classification of "full cutoff" or be fully shielded, unless otherwise expressly permitted.

2. *LED Fixtures.* All outdoor lighting utilizing a light-emitting diode (LED) fixture shall meet the following standards:
   a. *Color Rendering.* Outdoor LED fixtures shall be rated a minimum color rendering index (CRI) value of 70 or higher.
   b. *Color Temperature.* Outdoor LED fixtures shall have a correlated color temperature between 4,000 and 5,000 degrees Kelvin.

36-10.12 Moon City Live/Work District

A. **General Provisions.** The requirements of Section 36-4.03.D of the Springfield Zoning Ordinance shall be as modified herein for development within this district. The district is intended to facilitate live/work arrangements for artists.

B. **Permitted Uses**. Live/Work Units as defined and regulated by the Building Code as adopted, and in effect, by the City of Springfield, except as modified below. The following uses are permitted in the nonresidential area of the live/work units:

1. Two- and three-dimensional artists, artisans, designers, and craft persons.

2. Music and art teachers or other tutoring services.

3. Computer programming and web design.

4. Weavers, spinners, dressmakers, seamstresses, and tailors.

5. Offices for architects, engineers, and similar design occupations.

6. Home crafts, model making, rug weaving, woodworking, ceramics (with a kiln up to 7 cubic feet), and similar activities.

7. Literary artists – writers and composers of all kinds.

8. Performing artists – musicians, actors, and traditional dancers.

C. **Conditional Uses.** No additional conditional uses are permitted.

D. **Use Limitations.**

1. Maximum floor area of the live/work unit: 3,000 square feet.

2. Maximum percentage of nonresidential floor area: 50%.

3. Maximum number of nonresidential workers or employees permitted to occupy the nonresidential area at any one time: 2 employees.

4. Certain types of equipment, not customarily found in a home, will be allowed in the home studios of the artists so that they may create and produce their work. The equipment may not pose a danger to inhabitants or the structure or disturb the peace of the home (multi-family) or neighbors. The equipment employed shall not produce offensive noise, fumes, electrical interference, excessive heat, dust, or odors that are detectable beyond the property lines. The installation, maintenance, and use of equipment must comply with all safety, building, and fire codes of the City of Springfield, Missouri.

5. All activities conducted by the uses permitted by this district shall be conducted entirely on or in the principal residential property, housing structure, or in a permitted accessory building.

Incomplete works shall be located inside of a permitted structure or in the rear yard with no front or street-side exposure. All materials shall be stored in a permitted structure or in the rear yard with no front or street-side exposure. When stored in the rear yard, materials shall be kept in an orderly manner so as not to cause an eyesore to neighbors or alley traffic.

6. *Group Classes.* Group teaching in any visual, literary, and performing art is permitted in conjunction with a home studio so long as the following requirements are met:
   a. Group classes shall only be conducted between the hours of 9:00 a.m. and 10:00 p.m.
   b. Group classes shall not disturb the peace of the neighborhood.
   c. Group classes shall not produce offensive noise, fumes, electrical interference, dust, or odors detectable beyond the property lines.
   d. Group classes shall not exceed five persons at any one time, provided all occupancy requirements are met.
   e. No more than two classes shall be conducted at any one location per week.

7. *Retail Sales.* Retail sales are permitted only as accessory to the live/work use.

E. **Design Requirements.**

1. The entrance to the nonresidential area shall be located on a façade facing a street frontage.

F. **Signage.**

1. One detached sign shall be permitted on each property.

2. Signs shall not exceed a maximum effective sign face area of 6 square feet.

3. Freestanding signs shall not exceed a height of 4 feet measured from the base of the sign.

4. Signs shall not be illuminated.

5. Signs shall not be displayed or mounted in public space or impair or impede foot or vehicular traffic.

6. Building-mounted signs may be hung from the wall of the home or porch but may not be mounted above the roof line.

G. **Parking.** No additional off-street parking is required for a live/work unit.

Article 11. Definitions

36-11.01 Definitions
36-11.02 Description of Uses
36-11.03 Glossary of Design Terms

36-11.01 Definitions

All terms used in this code shall have their plain and commonly accepted meaning, based upon the context of their use in the code. The following terms shall have the meaning given below, except where more specifically described, limited, or qualified within the standards of this code. Some may have specific definitions of terms that have a more specific or technical meaning only for that article.

Abandon. The relinquishment of a property or cessation of a use of a building or property without actions that further the transfer of rights to another person, or where a lack of transfer, continuation, or reinitiation of use has occurred for a specified period.

Abut / Adjoin. To physically touch or border upon or to share a common property line or other defined boundary.

Activity Center. A dense area with significant pedestrian and vehicle traffic area that serves as an anchor, attracting people for shopping, employment, school, recreation, and socialization.

Adaptive Reuse. The process of reusing an existing building for a purpose other than which it was originally built or designed for.

Adjacent. A lot or parcel of land that shares a common boundary line or is separated from a property by right-of-way, easements, or other public, common, or shared space serving abutting properties.

Administrative Condominium Plat. A certified survey to confirm the legal boundaries of a unit or structure on a platted lot of record that could only be determined post-construction, such as for duplexes, townhouses, or for residential or non-residential condominiums where the units and lots are individually owned, and the property is on a lot of record in common ownership.

Administrative Lot Combination. A certified survey to confirm the combination of previously platted lots or legally established tracts of record prior to March 26, 1956, into fewer lots.

Administrative Plat. A certified survey to confirm the alteration or the division of one or more platted or un-platted parcels or of legally established tracts of record prior to March 26, 1956, into no more than 5 additional lots from the parent parcel.

Administrative Plat Correction. A certified survey or other legal instrument acceptable to record that corrects a tract, parcel, or lot was legally established and corrects an error or omission from prior legal instruments that results in no observable impacts on the development pattern or potential development.

Administrative Property Line Adjustment. Only in instances of a property line dispute, a minor encroachment, or a court-ordered and certified survey to confirm the alteration of legal boundaries of previously platted lots or legally established tracts of record prior to March 26, 1956. Absent a court-ordered and certified survey, only a single lot line may be adjusted as part of an administrative property line adjustment.

Administrative Tract Certification. A certified survey or other legal instrument acceptable to record that confirms a tract or parcel as legally established in the present configuration prior to annexation into the city, under a prior code at the time of its recording, or prior to March 26, 1956.

Agriculture Lands. Land used for the production, keeping, or maintenance of plants and animals for sale, lease, or personal use. This includes but is not limited to, forages, sod crops, grains, dairy animals and products, poultry and products, livestock (such as cattle, sheep, swine, and goats) bees and apiary products, fur animals, trees, fruits, vegetables, and nursery or greenhouse products. It also encompasses lands involved in soil conservation or forestry management programs. However, it excludes feedlots, stockyards, animal slaughterhouses, and facilities related to marijuana or medical marijuana.

Airport Runway. A surface used for landing or taking off of aircraft which is shown on a duly adopted airport master plan of the City of Springfield and includes all such runways show thereon, whether existing or proposed, including extension of such runways.

Alley. A public or private way at the rear or side of the property, dedicated as a means of access to the abutting property and generally internal to a block and having less width than a street.

Alteration (Historic Structure). Any act or process that changes one or more of the exterior architectural features of a structure, including the erection, construction, reconstruction, or removal of any feature of the structure.

Alteration, Structural. Any change in a load-bearing member of a structure.

Alternative Access. An access approved by the Department of Public Works that is not a public street.

Animal, Household (pets). Any animal normally and customarily kept by domestic households for pleasure and companionship, excluding poultry, pheasants, cows, livestock, chinchillas, horses, goats, sheep, monkeys and other similar animals and fowl.

Animal, Non-domestic. Any feline (other than a domestic house cat), nonhuman primate, bear, wolf, coyote, fox, venomous reptile, or any other animals or crossbreed of such animals which have similar characteristics of the animal specified herein or are dangerous or unsafe for contact with humans.

Animation. Any action or motion other than flashing lights, automatic changeable copy, or indexing that attempts to develop a pictorial scene through the movement of lights of parts of a sign.

Annex / Annexation. To incorporate a land area into an existing district or municipality, with a resulting change in the boundaries of the annexing jurisdiction.

Archaeological Significance. Importance as an area, site, place, or landscape that has yielded or is likely to yield information concerning past patterns of human settlement, or artifacts or information concerning previous cultures in Missouri or previous periods of the present culture. Areas, sites, or landscapes of archaeological significant may include aboriginal mounds, forts, earthworks, burial grounds, historic or prehistoric ruins, locations of villages, mine excavations, tailings, or other similar locations.

Architectural Significance. Embodying the distinctive characteristics of a type, period, style, or method of construction or use of indigenous construction, or representing the work of an important builder, designer, architect, or craftsman who has contributed to the development of the community, county, state, or country.

Area Plan. A collection of plans submitted in support of a planned zoning application.

Automobile Sales. The sale, leasing, or rental of new or used vehicles.

Basement. Any level of a building where more than one-half of the vertical distance between floor and ceiling is below the grade of the site.

Bedroom. Any room intended and used principally for sleeping purposes with at least one window per International Residential Code (IRC).

Berm. A mound of earth typically located in a buffer, and in association with landscape or structural screens designed to shield or block noise, lights, views, or other impacts.

Bicycle Parking. A designated area in which bicycles are stored when not in use, including but not limited to racks, lockers, and stalls.

Block. A group of lots, tracts, or parcels bounded by platted streets, public parks, railroad rights of way, waters, and/or other barriers to the continuity of development and connectivity of the street network. See Table 3-1 for dimensions and other regulatory metrics.

Block Face. A lot or group of lots fronting on one side of a block between street intersections. Significant deviations in the pattern of a block or the continuity of a streetscape can also determine the block face.

Brownfield. An urban site for potential development having had previous development on it. May be affected by real or perceived environment contamination. An area with abandoned, idle, or under-used industrial and commercial facilities where expansion, redevelopment, or reuse is complicated by real or perceived environmental contamination.

Buffer. An area of a site used to promote separation and enhance compatibility between different development intensities, and using space, landscape, or the arrangement of buildings and structures, or any combination of these to create separation.

Building. Any structure having a roof supported by columns or walls on a fixed foundation or pad for the housing or enclosure of persons, animals or chattels.

Buildable Area. The area of a lot remaining after the minimum yard and open space requirements of the zoning ordinance have been met.

Building, Accessory. A building that is subordinate, incidental, and on the same lot as a principal building.

Building Codes. The building code of the City of Springfield, Missouri, together with the electrical code, plumbing code, fire code, and any related code(s) adopted by the Springfield City Council, and any regulations adopted in conformance with these codes.

Building, Detached. A building that does not have any party wall in common with another building.

Building Envelope. The three-dimensional space within which a structure is permitted to be built on a lot, which is defined by the maximum height regulations, yard setbacks, and any applicable bulk plane standard. When referencing the massing of a building, the building envelope shall be the actual and constructed three-dimensional space the building occupies.

Building Floor Area, Gross Leasable. In multitenant buildings, the total building floor area excluding non- leasable areas such as hallways, lobbies, malls, and restrooms.

Building Floor Area, Net Usable. For office, government, institutional and commercial uses, the total building floor area used for or intended to be used for a service to the public, including areas

occupied by fixtures and equipment used for display or sale of merchandise, for show windows, or for offices incidental to the management or maintenance of stores or buildings. Floors or parts of floors used principally for restrooms or for utilities or for fitting rooms, dressing and alteration rooms, halls, storage rooms, file rooms, stairways, elevators shall be excluded.

Building Footprint (or Coverage). The horizontal area or portion of a lot which is occupied or covered by a building and defined by the ground level foundation elements of exterior walls. Building coverage may be expressed as a percentage of the lot for defining outer regulatory limits or square-footage when describing actual building footprints.

Building Materials. The physical characteristics which create the aesthetic and structural appearance of the resource, including a consideration of the texture and style of the components and their combinations, such as brick, stone, shingle, wood, concrete, or stucco.

Building, Principal. The main building on the lot, typically in terms of size and priority, in which the principal use of the property is conducted.

Building Types (Residential). Residential building types are further distinguished by lot and building development standards unique to each type, which affect the scale and form of residential buildings. The types are specifically:

(a) *Detached House*. A residential building designed for one principal dwelling unit situated on a single lot in a neighborhood setting. It may accommodate accessory buildings or an accessory dwelling unit subject to meeting additional criteria, lot standards, and building design standards.

Variants of this type are based primarily on the lot size required in different zoning districts or development contexts.

(b) *Duplex / Multi-unit House.* A residential building designed to accommodate two to four primary dwelling units on a single lot in a neighborhood setting. This building type has the scale, massing, and appearance of a detached house, and the accommodations for multiple units such as entrances, parking, or garages are minimized in the design of the building. Configuration of units may vary (up/down, front/back, side/side), and these variations typically prevent platting of individual units and lots (see *Townhouse*).

Variants of this type include and are commonly referred to as duplex, tri-plex, or quad-plex.

(c) *Townhouse.* A residential building type designed to accommodate **3**~~two~~ or more dwelling units, in a neighborhood or mixed-density setting. Each unit is separated by a common side wall with a side-by-side configuration, and each has its own private entrance. It is distinguished from a multi- unit house in that each unit may be platted on its own lot and may appear as distinct and separate units through entrances, facade designs, and other building form elements.

Variants of this type are based primarily on lot size and unit configurations.

(d) *Apartment.* A residential building designed to accommodate multiple units in a single building, in a mixed-density, high-density, or mixed-use setting. In some settings, buildings can accommodate accessory or ground floor non-residential uses.

Variants of this building type include small-, medium-, and large-scale buildings, dependent on the lot size, building footprint, height, and number of units. Multiple apartment buildings may be arranged into a larger apartment complex or project in some settings.

(e) *Apartment Complex.* Two or more apartment buildings located on a single lot and sharing a frontage outside a conventional block structure. This is a distinct development pattern that is suburban in nature and is not subject to the small-, medium-, or large-block structure format.

Bulk Plane. A theoretical plane beginning at a lot line, or other location specified in this chapter, and rising over a slope determined by a specific angle measured up from the starting point, and above

which no building shall extend.

Capital Improvement. Permanent improvement of a public asset to extend, enhance, or otherwise improve the longevity or useful life for the public good.

Caregiver. An individual who provides direct support or assistance to individuals within a facility that may reside at the facility.

Certificate of Appropriateness. The official document issued by the Landmarks Board or the PD Director approving any application for permission to construct, erect, demolish, relocate, reconstruct, restore, or alter any structure designated by the authority of this zoning code.

Certificate of Economic Hardship. A certificate issued by the Landmarks Board authorizing an alteration, construction, removal, or demolition even though a certificate of appropriateness has previously been denied or may be denied.

Change of Use. A use that substantially differs from the previous use of a building or land and which may affect such things as parking, drainage, circulation, landscaping, building configuration, noise, or lighting. A change of ownership which does not include any of the factors listed above shall not be considered a change of use.

Charter City. A city that is incorporated under its own charter rather than the general laws of the state. Charter cities have broader powers than do general law cities in matters that are "municipal affairs" (as opposed to matters of "statewide concern").

Civic / Institutional Buildings. Buildings designed for a public or semi-public use but not limited to schools, hospitals, or educational institutions.

Clubhouse. A structure accessory to a public or private noncommercial recreation area or facility and providing services to the patrons of the area or facility.

Cluster. A development design technique that concentrates buildings on smaller, and sometimes individual lots in specific areas on a site to provide more remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.

Commercial. Relating to the sale of goods or services.

Compensation. The receiving of goods, services, or money in exchange for or as a result of a service performed.

Complete Streets. Streets designed to accommodate all modes of travel and enable safe access for all users; pedestrians, bicyclists, motorists and bus riders of all ages and abilities.

Comprehensive Plan. The official Springfield Comprehensive Plan, adopted pursuant to Section 11.6 of the Springfield City Charter, including any official amendments or replacements of that plan.

Concept Plan. A preliminary plan, diagram, or sketch used during the early stages of development that outlines the general layout and intended use of a site.

Conditional Use. A user permitted in a particular zoning district only upon showing that such use in a specific location will comply with all the conditions and standards for the location or operation of such use as a specified in this chapter and authorized by the Planning and Zoning Commission.

Conditional Use Permit (CUP). A permit that provides flexibility for different uses within a zoning district and allows the potential for additional uses subject to specific conditions.

Condominium. A form of real property ownership, where individual units are designated for separate ownership and the remainder is designated for common ownership vested solely in the unit.

Construction. The act of building an addition on to an existing structure or the erection of a new principal or accessory structure on a lot or property.

Courtyard Pattern. Residential buildings that front on a shared open space.

Corner Orientation. A structure on a corner lot that fronts two or more intersecting public streets, with the front setback and frontage design applying on both street sides. The two remaining lot lines are treated as side lot lines with no rear lot line.

Cul-de-sac. A short street having one end open to traffic and terminating at the other end by a vehicular turnaround.

***Current Replacement Value*. The total estimated cost in current dollar value to replace an existing structure or property with one of equal functionality, size, and utility, taking into account the cost of materials, labor, and modern building codes and disregarding original purchase price, depreciation, and current physical condition. The following are acceptable methods of calculation:**

(a) ***The sale of the structure or property within the previous year*;**
(b) ***An appraisal within the last two (2) years*;**
(c) ***The amount for which the structure or property was insured prior to the date of damage or destruction*; or**
(d) ***An alternative method determined acceptable by the City.***

Cutoff. The point at which all light rays emitted by a lamp, light source, or luminaire are completely eliminated (cutoff) at a specific angle above the ground.

Degenerated Beyond Feasible Limits for Rehabilitation. When the conditions of the structure are such that the economics or restoration preclude the landowner from making any reasonable economic use of the property if restored, or the restoration is infeasible from a technical or mechanical standpoint.

Demolition (Historic Structure). Any act or process which destroys in part or in while any building or structure, or any act or process which threatens to destroy a historic site or historic landmark or a structure within a historic district by failure to maintain it in a condition of good repair and maintenance.

Density. The amount of development per acre permitted on a parcel under the applicable zoning.

Detail. Architectural aspects which, due to particular treatment, draw attention to certain parts or features of a structure.

Development. The activity of initiating a change of landscape, buildings, access, use, or operation on a property through activities such as grading, paving, excavating, construction, erection, repair, or rehabilitation of existing physical elements of property.

Development Pattern. The physical layout of blocks, streets, open spaces, lots and uses where common attributes or associated elements define distinct areas of the community by the scale, intensity, or other physical barriers or transitions.

Director. The department director of Planning and Development, unless otherwise stated, or their designee of the City of Springfield, Missouri.

Drive-through, Accessory. An accessory site design and building design component of any business or commercial use in which the provision of services or the sale of food or merchandise is made to the customer in a motor vehicle without the need for the customer to exit the motor vehicle.

Driveway, Shared. A driveway which provides access to a street for more than one parcel of land.

Driveway Spacing. The distance from the center of a driveway to the center of an adjacent driveway on either side of the street/roadway.

Driveway Safety Study. An engineering evaluation focused on evaluating the design and placement of access points, such as driveways, intersections, or entrances, to ensure safe and efficient connectivity to public roadways.

Dwelling. Any building or portion of a building that is used as the residence of one or more households, but not including visitor accommodations, clubs, hospitals, tents, or similar uses providing transient or temporary accommodation.

Dwelling Unit. One or more rooms and a single kitchen and at least one bathroom, designed, occupied, or intended for occupancy as separate quarters for the exclusive use of a single household, for residential occupancy (i.e., sleeping, living, cooking, and sanitary purposes).

Dwelling Unit, Micro-efficiency multifamily. A dwelling unit with a total floor area of 400 square feet or less.

Dwelling, Accessory. The use of a building or portion of a building for a dwelling unit that is subordinate, incidental, and on the same lot as a principal dwelling unit.

Dwelling, Principal. The building used as a dwelling unit, or group of units, that is the primary use on the lot in terms of location, size, and/or priority of the building.

Easement. A grant of one or more of the property rights by the property owner for use by the public, a corporation or another person or entity.

Economic and Housing Access Calamity. A declared period of crisis where severe economic and housing disruptions disproportionately affect residents within the city. During such calamity individuals, agencies, or churches meeting building, safety, and health codes may establish temporary facilities to provide food and lodging to those who are without permanent housing. These facilities are not considered “shelters” and are exempt from the general building, zoning, health, and fire codes herein.

Economic and Housing Access Calamity Shelter. A shelter available during a declared economic and housing access calamity and operating under a certificate of occupancy which provides only lodging, or lodging and meals, but does not provide other services.

Economic Hardship. When the landowner cannot economically utilize the property, and it is impractical to sell or lease it, or no market exists for it at a reasonable price.

Encroachment. Any architectural feature, structure or structural element that breaks the plan of a vertical or horizontal regulatory limit extending into a setback, or beyond the build-to-line into the public frontage, or above the height limit.

Erect. This term shall mean attach, alter, build, construct, reconstruct, enlarge or move.

Flag. A type of sign on a piece of fabric, or similar material containing distinctive colors, patterns, or designs, typically attached on one edge to a staff or cord.

Floor Area. The area of the floors of a structure, as measured by the exterior faces of the walls, except any areas where the floor to ceiling height is under 6 feet or where other specific exclusions from this area included in the standards.

Footcandle. A unit of illumination produced on a surface, all points of which are one foot from a uniform point source of one candle.

Front Building Line. The actual location of where the forward most portion of a building is established, and a line extended from that location parallel to the front of a lot. When expressed as a permitted range, the front building line is interpreted as the area within which a building shall be located.

Front Building Line, Required. The portion of the lot frontage (usually expressed as a percentage) required to be occupied by the front facade of the principal structure, or other specifically permitted substitutes that help define the relationship of the building frontage to the streetscape.

Frontage, Building or Lot. The area of the lot between the front building line and the front lot line. Frontage includes the design details and spatial elements of the lot and building that determine the relationship between the public and private realm.

General Public. Any and all individuals without any prior qualifications.

Glare. The effect produced by brightness sufficient to cause loss in visual performance or visibility.

Green Infrastructure. Measures that use plant or soil systems, permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspirate stormwater and reduce flows to sewer systems or surface waters.

Greenway. Linear open spaces that link parks and neighborhoods within the community, such as paths or trails. Greenways provide public access to green spaces and opportunities for residents of all ages and abilities to be physically active.

Gross Floor Area. The total floor area of a building inclusive of all enclosed spaces.

Gross Leasable Area (GLA). The area of a building that can be leased to tenants, including storage areas and common areas apportioned to the number of tenants sharing the area. Gross leasable area shall be measured in the same manner of floor area, but is apportioned to specific uses or tenants in the building.

Ground Cover. Grasses or other plants, excluding weeds or noxious plants, that typically do not exceed 7 inches in height and are grown to keep soil from being blown or washed away.

Hazard. A source of danger to persons or damage to property.

Hazardous Substance. Any material or waste which poses a present or potential danger to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed; and any material which is hazardous within the meaning of any federal, state, or local law, regulation, or ordinance, including:

1. The federal Resource Conservation and Recovery Act, as amended, 42 USC 6901, et seq.;

2. Substances regulated under the federal Toxic Substances Control Act, as amended, 15 USC 2601, et seq.;
3. Substances described or regulated as hazardous or toxic under Missouri state statutes or regulations; or
4. Substances described or regulated as hazardous or toxic under the ordinances or regulations of the City of Springfield.

Height. The vertical distance of a building or structure measured from the average established grade at the street lot line or from the average natural ground level, if higher; to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean height level between eaves and ridge for hip or gable roofs; or to the highest point of all other structures. In measuring the height of a building, the following structures shall be excluded: chimneys; cooling towers; telecommunication towers; ornamental cupolas, domes, or spires; elevator bulkheads; penthouse tanks; water towers; and parapet walls not exceeding 4 feet in height.

Historic Design Guideline. A standard of appropriate activity that will preserve the historic architectural character of a structure or area.

Historic District. An area designated as a historic district by ordinance of the City Council, pursuant to procedures in this section, and which is a geographically definable area possessing a significant concentration, linkage, or continuity of sites or structures united by past events, plan, or physical development. A district may comprise individual elements separated geographically but linked by association, plan, design, or history.

Historic Landmark. A property or structure designated as a historic landmark by ordinance of the City Council, pursuant to procedures in this section, which is worthy of rehabilitation, restoration, and preservation because of its historic or architectural significance to the city. Historic landmark status will be reserved for those properties displaying exemplary historic or architectural significance.

Historic Preservation. The preservation of historically significant structures and neighborhoods to facilitate restoration and rehabilitation of the building(s) to a former condition.

Historic Significance. Character, interest, or value as part of the development, heritage, or culture of the community, county, state, or country; as the location of an important local, county, state, or national event; or through identification with a person or persons who made important contributions to the development of the community, county, state, or country.

Historic Site. A property or structure designated as a historic site by resolution City Council, pursuant to procedures in this section, which is worthy of rehabilitation, restoration, and preservation because of its historic or architectural significance to the city but which is of insufficient significance to merit historic landmark status.

Home Occupation. A business conducted by a resident accessory to a dwelling and subject to other standards and procedures of this chapter.

Household. The following arrangements constitute a household:
(a) One or more persons related by blood, marriage, adoption, or guardianship living as a single housekeeping unit, in any district.
(b) Three or less unrelated persons or two unrelated persons, plus their biological, adopted or foster children, or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit, in any district.
(c) Four persons or less living as a single housekeeping unit in the R-MX1, R-MX2, R-MX3 districts and nonresidential districts which permit multifamily dwellings provided the off-street parking requirements of this chapter are met, otherwise three persons or less are permitted.

Illuminated Sign. A sign lighted by or exposed by artificial light.

Impervious Material or Surface. Any part of a lot that is covered by buildings, structures, parking areas, driveways. or any other surface that have been compacted or covered with a layer of materials so that it is highly resistant to infiltration by water such as compacted sand, limerock, or clay; asphalt, concrete, or compacted aggregate walkways, drives, and patios; and other similar structures.

Infill Development. Development that takes place on vacant or underutilized parcels within an area that is already developed and has access to existing urban services.

Infrastructure. The built or natural facilities and features, generally publicly funded, that are required to serve a community's development and operational needs. Infrastructure includes but is not limited to roads, utilities, and trees.

Intensity. The degree to which land uses generate traffic, noise, air pollution, and other potential impacts.

Interior Landmark. Any part of an interior designated as an interior landmark by ordinance of the City Council, pursuant to procedures in this zoning code, which is worthy of rehabilitation, restoration, and preservation because of its historic or architectural significance to the city and which remains substantially intact in terms of (1) original configuration, (2) original volume, or (3) original architectural ornamentation and decoration; and which exhibits surviving original historical finishes or has the potential for research which could aid in the accurate restoration of such finishes. Interior landmark status will be reserved for those interiors displaying exemplary historic or architectural significance which are customarily open or accessible to the public, or to which the public is customarily invited (not including interiors utilized as places of religious worship). Each designation of an interior landmark shall specify in some detail which interior features are to be protected and shall be accompanied by a file of photographs which permanently document such features.

Internal Access Lanes. A private way internal to a large development intended to organize parcels, tracts, and lots similar to the surrounding block structure and development patterns; provide efficient access for all applicable modes of transportation; and create public space and frontages similar to the street design types and streetscapes of public streets.

Landscaped Area. A verdant outdoor space that has been designed and maintained to enhance or preserve its aesthetic appeal or function.

Landscape Materials. Lawn, trees, plants, and other natural and decorative features. In addition, it can include non-living materials such as mulch, brick, concrete, stone, cobbles, wood blocks, gravel, and sand.

Land Use. The occupation or use of land or water area for any human activity or any purpose.

Legacy District. A previously established regulatory district whose specific provisions will continue to be enforced.

Loading Space. An off-street space or berth on the same lot with a building or contiguous to a group of buildings, for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials.

Lot. A parcel of land, established for individual and separate ownership by a subdivision plat or Tract Certification (see Outlot and Tract).

Lot Area. The area bounded by the front, rear, and side lot lines or, when expressed as a range, it shall be interpreted as a minimum and a maximum.

Lot Coverage. The percentage of total lot area which would be covered by a building, structure, or impervious surface.

Lot, Interior. A lot bounded by other lots on at least two sides and typically has frontage on only one public street.

Lot Depth. The horizontal distance between the front and rear lot lines measured along the median between the two side lot lines.

Lot Line. A line dividing one lot from another lot or tract, or from a street or alley.

Lot Line, Front. The property line dividing a lot from a street or public or common space on which the building and lot orients. On a corner lot, generally the shorter street frontage shall be considered as a front lot line, except as noted on an approved plat.

Lot Line, Interior Side. A side lot line which is adjacent to a side lot line of another lot.

Lot Line, Rear. The line opposite the front lot line. Where the side lot lines meet in a point, the rear lot line shall be assumed to be a line not less than 10 feet long, lying within the lot and parallel to the front lot line.

Lot Line, Side. Any lot lines other than the front or rear lot line.

Lot Line, Street Side. A side lot line which separates the lot from a street.

Lot Line, Zero. The location of a building on a lot in such a manner that one or more of the building's sides rests directly on a lot line.

Lot, Reverse Frontage. A through lot that is not accessible from one of the parallel or nonintersecting streets upon which it fronts.

Lot, Reverse Corner. A corner lot having its side lot line substantially a continuation of the front lot line of the first lot to its rear.

Lot, Through. A lot, other than a corner lot, having frontage on more than one street.

Lot Width. The horizontal distance between the side lot lines, typically measured at the front lot line, but for irregular lots it may be measured at the front setback line.

Lot of Record. A tract of land that has been platted or certified as legally established according to this chapter (see Tract of Record).

Manufactured Home. A factory-built structure which bears the seal of the State of Missouri public service commission, U.S. Department of Housing and Urban Development, or its agent, and which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, or, when erected on- site, contains 320 or more square feet, equipped with the necessary service connections and made so as to be readily movable as a unit on its own running gear and designed to be used as a dwelling unit with or without a permanent foundation. Manufactured home as defined is a specific structure type, distinct from the various construction methods which may be used to site, transport, or erect any other residential building type meeting the standards of this chapter.

Manufactured Housing Development. See Small-format Housing Community in Section 36-5.05.D.

Mixed-use Building Type. A multi-story building which accommodates nonresidential and residential uses.

Mix of Uses. The use of real property for more than one type of use.

Mobile Home. A transportable, factory-built structure, designed to be used as a year-round residential dwelling and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 16, 1976.

***Mobile Vendor*. A food or vendor service operation that operates from a motorized vehicle, typically on an approved vendor site.**

Modular Home. A transportable, factory-built structure, which bears the seal of the State of Missouri public service commission or is built to the building code as adopted by the City of Springfield and which does not have its own running gear and is designed to be used as a dwelling unit with a permanent foundation.

Motor-Vehicle Oriented Business. Any commercial business which, by design, type of operation, or nature of business, has as one of its functions, the provision of services to a number of motor vehicles or its occupants in a short time span, or the provision of services to the occupants of motor vehicles while they remain in a vehicle. Businesses included in this category shall have one or more of the following facilities: One or more pump islands for retail sale of gasoline; or one or more drive-through lanes/service windows for distribution of products or other transactions; or an automated car wash facility.

Multimodal. Refers to various modes of transportation (walking, bicycling, bus transit, rail transit, e-scooters and micromobility devices, shared mobility services, personal automobile, etc.) and emphasizes the importance of providing transportation choices beyond single-occupant vehicles.

Nativar Plant. A cultivated variety (cultivar) of a native plant that has been selectively bred for specific traits such as a color, size, disease resistance, or grow habit. Preference is given to open-pollinated or seed-grown varieties over highly modified cultivars shall count toward native planting requirements.

Native Plant. A plant species that occurs naturally in specific region, ecosystem, or habitat without human introduction. Native plants have evolved alongside local climate, soils, wildlife, and pollinators. A plant is considered native if it is indigenous to Missouri as documented by the Missouri Department of Conservation and Grow Native.

Natural Area. Aquatic or terrestrial habitats or areas which exist in their natural condition, and which have not been significantly altered by human activity or which have been restored to as close to their natural condition if disturbed previously by human activity.

Natural Feature. Features which give an area its general appearance and ecological character and which attract or support the wildlife species that use or inhabit the area.

Noise Level Reduction (NLR). The reduction of outside noise transmitted inside a structure achieved through the incorporation of noise attenuation into the design and construction of the structure.

Nonconforming, Lot. A lot that was legally platted before the adoption or amendment of current zoning regulations but does not meet the current requirements.

Nonconforming, Sign. A sign that was installed but does not conform to current regulations.

Nonconforming, Site Condition. A site feature such as parking, landscaping, open space, or other non-building characteristic associated with a conforming use or structure, that existed before the adoption of current regulations but does not comply with the current standards.

Nonconforming, Structure. A legally constructed building or structure, that existed before the adoption or amendment of current zoning regulations but does not comply with the current zoning requirements.

Nonconforming, Use. A use of land, structure, or building that was lawfully established prior to the adoption or amendment of the zoning regulations but does not comply with the current zoning requirements.

Open Space, Common. A common area permanently set aside for the common use and enjoyment of residents or occupants of a development or members of a homeowners' association, which open area may be landscaped or left with natural vegetation cover and which may include swimming pools and other recreational leisure facilities; areas of scenic or natural beauty and habitat areas; hiking, riding, or off-street bicycle trails; and landscape areas adjacent to roads which are in excess of minimum required right-of-way.

Open Space, Private or On-lot. An outdoor area not intended for habitation, directly adjoining a dwelling unit or building, which is intended for the private enjoyment of the residents or occupants of the dwelling unit or building and which is defined in such a manner that its boundaries are evident. Private or on-lot open space may include yards and other landscape areas, decks, balconies, or patios.

Open Space, Usable. That portion of a lot, site, project, or neighborhood, whether public, common, or private available to all occupants of the building or site for environmental, scenic, or recreational purposes. Specific types of useable open space are defined in this chapter and shall not include driveways, parking lots, or other surfaces designed or intended for vehicular travel, or areas designed specifically for screening and mitigating impacts of development, unless they can be integrated with and contribute to one of the usable open space types.

Outlot. A parcel or parcels of land designated on a plat and intended for development at some point in the future, but which may be initially created under single ownership through a subdivision process. (*See* Lot and Tract)

Overlay District. A zoning district classification which encompasses a defined geographic area and imposes additional requirements above that required by the underlying zoning. Overlay districts may be combining, where they join property included in two or more adjoining districts based on common attributes or policies; or overlay district may be separating, where they distinguish property in a single district based on a specific attribute or context that requires different regulations.

Owner of Record. The person, corporation, trustee, or other legal entity listed as owner of a lot in the records of the county recorder of deeds.

Park Model Recreational Vehicle (PMRV). Also known as a "recreational park trailer", is a dwelling unit that has a floor area of 400 square feet or less and meets the American National Standards Institute (ANSI) recreational standard A119.5 park model recreational vehicle standard. For purposes of this definition, a park model recreational vehicle shall not be considered a recreational vehicle.

Party (Common) Wall. A common or shared structural separation which may be centered on one building lot or between abutting dwelling, business, or industrial units or buildings on either side of a lot line.

Peak Hour Trips. Total number of trip ends generated by a site during the hour when the adjacent street carries the maximum number of trips or during the hour when the site generates the maximum number of trip ends.

Perennial. A plant that regrows from the same root stock year after year.

Permitted Use. An authorized use within a zoning district.

Person. Any individual, corporation, association, firm, partnership, institution, or other legal entity, singular or plural.

Pick-up Window. A building feature or element typically accessory to a commercial establishment designed solely for the distribution of goods to the customer.

Plat, Administrative. A certified survey to confirm the alteration or the division of legally established tracts of record prior to March 26, 1956, or previously un-platted lots, not to exceed the creation of five additional lots.

Plat, Administrative Condominium. A certified survey to confirm the legal boundaries of a unit or structure on a platted lot of record that could only be determined post-construction, such as for duplexes, townhouses, or for residential or non-residential condominiums where the units and lots are individually owned, and the property is on a lot of record in common ownership.

Plat, Administrative Correction. A certified survey or other legal instrument acceptable to record that corrects a tract, parcel, or lot was legally established and corrects an error or omission from prior legal instruments that results in no observable impacts on the development pattern or potential development.

Plat, Final. A legally binding map, document or survey that applies to all or specific portions of the preliminary plat area, in accordance with an approved phasing plan from the preliminary plat.

Plat, Preliminary. Provides detailed planning review of development patterns, street networks and design types, block and lot layout, and the ability to meet public facility and utility requirements for future development, prior to preparation of detailed construction and engineering plans.

Placetypes. A combination of interconnected and supporting land uses that create a place, neighborhood, or district. Placetypes provide a general vision for each area of the city that focus on how a mix of uses and properties function collectively, rather than individually to establish an identifiable and memorable place.

Pocket Neighborhood. A set of residences that are clustered around a shared open space such as a courtyard, greenway, or park. A pocket neighborhood can include single-family residences, both detached and attached, and similar apartment buildings.

Practical. Under the circumstances, all reasonable efforts have been undertaken to comply with the purpose, intent, design objective, or requirements of the standards in this chapter, and where physical, technical, or cost constraints could outweigh the potential benefits to the public of full compliance and would unreasonably burden the proposed project and other reasonable alternatives. Economic considerations may be a factor, but shall not be the sole or determining factor.

Premises. A premises is any land consisting of one or more lots or tracts under single or multiple ownership, and operating as a functional unit. When developed, a premises shall also possess one or more of the following criteria:

(a) Shared parking;
(b) Common management;
(c) Common identification;
(d) Common access; or
(e) Shared circulation.

Preservation. The act or process of sustaining the form and extent of a structure or site element including but not limited to tree, other natural features, architecturally significant features, etc., as it now exists.

Private Street. A street that is privately owned and maintained, constructed to all applicable City standards and specifications, and provides the primary means of vehicular ingress and agree from a public street to any dwelling unit, lot, parcel or principal building.

Protection. The act or process of applying measures designed to affect the physical condition of a property by defending or guarding it from deterioration, loss, or vandalism, or to cover or shield the property from danger. In the case of structures, such treatment is generally temporary and anticipates future treatment; in the case of archaeological sites, the measure may be temporary or permanent.

Public. Maintained for or used by the people of the City of Springfield on a noncommercial basis.

Recreational Vehicle. A motorized or towable vehicle that is designed to provide temporary living quarters for recreational, camping or travel use and of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle. Such units are commonly described as RVs, travel trailers, campers, motor homes, tiny homes on wheels, or other similar units.

Reconstruction. The act or process of reproducing by new construction the exact form and detail of any part of a vanished structure as it appeared at a specific point in time.

Rehabilitation. The act or process of returning a property or structure to a state of utility, through repair or alteration, which makes possible a contemporary use, while preserving those portions or features of the property that are significant historically, architecturally, or culturally.

Rehabilitation Impracticable. Infeasibility of rehabilitation not only because of physical condition but also inability to turn the property or structure to use or account profitably.

Relocation. Any movement of a structure, object, or artifact on its site or to another site.

~~*Replacement Value*. The amount it would cost to replace a structure or restore a site to its previous condition considering all aspects of the investment at their current market costs. This amount may be based on estimates or, where discrepancies exist, the average of three independent estimates, in the sole discretion of the City.~~

Residence. A home or place where an individual is actually living at a specific point in time.

Restoration. The act or process of accurately recovering the form and details of a structure or property as it appeared at a particular point in time by removing later work or replacing missing original work.

Rezoning. The process by which the zoning district of a property is changed.

Right-of-way. See Chapter 98.

Rural Parcels. Tracts divided into lots of at least three acres for rural, agricultural, or very low-intensity development.

Screening. A method of reducing the impact of visual or noise intrusions through the use of plant materials, earthen berms, solid fences, or walls, or any combination thereof.

Setback. The required minimum horizontal distance between the lot line and the nearest front, side, or rear line of a building or structure, and where expressed as a range it shall function as a “build-to line”, within which range a building or structure shall be established.

Short-term Rental. The rental of an entire dwelling, or any portion thereof, for a period of less than 30 consecutive days, where the owner is engaged in a contract for the rental of that specific dwelling, or any portion thereof. Short-term rentals are further categorized as Type 1, 2, or 3 and subject to the conditions set forth in this Code.

Shrub. A self-supporting woody perennial plant of low or medium height characterized by multiple stems and branches continuous from the base, usually not more than 10 feet in height at maturity.

Sidewalk. A paved, surfaced, or leveled area, parallel to and usually separated from the street, used as a pedestrian path, or which otherwise provides pedestrian circulation and access to destinations and principal building entrances within a site.

Sign. Any advertisement, announcement, or direction of communication produced in whole or in part by the construction, erection, affixing, or placing of a structure, or produced by painting on, or pasting or placing any printed, lettered, pictured, figured, or colored materials on any building, structure, or surface.

Sign, Abandoned. A sign which advertises or identifies an out-of-business, moved, or non-existing business, service, or other use of premises.

Sign, Building. A sign incorporated in, painted on, attached to or erected against the facade of a building.

Sign, Copy. The letters, figures, characters, representation, pictures or wording on a sign, including any identification, description, symbol, trademark, object, design, logo, illustration, or device illuminated or non-illuminated which directs attention to a product, service, place, activity, person, institution, business, or solicitation, including any permanently installed or situated merchandise; or, any emblem or painting designed to advertise, communicate, identify, or convey information.

Sign, Electronic Message Display (EMD). A sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs, or a flipper matrix.

Sign, Ground. A sign which is supported by its own structure not affixed to a building.

Sign, Incidental. A small permanent sign that supports the function or operation of the property.

Sign, Monument. A sign supported by or mounted directly upon the ground by a base that is integral to the entire sign structure and incorporated into the sign.

Sign, Off-premises. A permanent sign advertising goods and services not located on the premises where the sign is located, or otherwise expressing a message unrelated to the location or property. Most off- premises signs require an Outdoor Advertising Permit from the Missouri Department of Transportation.

Sign, Pedestrian. A sign that is not permanently affixed to a building, structure, or into the ground, but which has a durable design and stable support to allow placement of the sign on an interim or more permanent basis than temporary signs.

Sign, Temporary. A sign which is not intended as a permanent sign and which is easily relocated or removed.

Sign, Window. A sign painted on, mounted to, or applied to a window.

Significant Exterior Architectural Feature. Those features which are important to or expressive of the

architectural quality and integrity of the structure and its setting and which include, but are not limited to, building material, detail, proportion, rhythm, scale, setting, shape, and workmanship.

Split Zoned. A lot that is divided into two or more zoning districts.

Storage Container. A container, including what is sometimes referred to as storage "pods" or "portable on demand storage units"; any box van that has been disconnected from a chassis; or other similar intermodal-type shipping/cargo containers that are:
(a) Designed and commonly used for storing, shipping or transporting products and materials; and
(b) Typically transported by a separate motorized vehicle or upon a trailer.

Stormwater Management. The collection, conveyance, storage, treatment and disposal of stormwater runoff to prevent accelerated channel erosion, increased flood damage, and degradation of water quality.

Story. The part of a building included between the surface of one floor and the surface of the floor next above, or if there is no floor above the ceiling above. Story heights shall generally be 9 to 10 feet except the following guidelines can be used to address the effective scale and massing of buildings within permitted heights (see Height):
(a) The first story for residential buildings should be 9 feet to 14 feet;
(b) The first story for non-residential buildings should be 12 feet to 20 feet;
(c) Building types or parts of buildings that require high floor-to-ceiling heights, such as a gymnasium, atrium, or warehouse, shall have the number of stories calculated as the finished floor-to-ceiling height divided by 15;
(d) Any ground story that has more than 4 feet of its height exposed above finished grade along more than 50% of the foundation perimeter shall count as a story; or
(e) A half-story is the space under a sloping roof that has a line of intersection of the roof and exterior wall face not more than 2 feet above the floor level, and where the possible floor area with head room of 6 feet or more is no greater than 60% of the total floor area of the story directly beneath.

Street. A public way used for passage or travel by pedestrians, bicycles, and/or vehicles, and that is designed to provide access, visibility, and public space to support use(s) fronting on it.

Street, Design Type. A reference to the design attributes of a specific segment of the street, regardless of the functional class, and including lane widths, number of lanes, parking, streetscape, and sidewalks. Street design types allow the design of segments of streets to transition and relate better to the context and anticipated abutting land uses, without disrupting the overall role of the street in the transportation system.

Street Design Type, Neighborhood. A human-scaled design type that balances walkability, landscape amenity, and vehicle access. It is characterized by street trees, comfortable sidewalks, traffic calming, and relatively low volumes and slow traffic speeds that enhance the livability and quality of the neighborhood.

Street Design Type, Parkway / Bikeway. A multi-modal design type with a higher degree of civic design and landscape amenity characterized by balanced design for pedestrians, bicycles, and automobiles and has an elevated degree of landscape and civic design.

Street Design Type, Pedestrian / Mixed-Use. A pedestrian-oriented design type appropriate in areas where walkability is a priority and there is a well-connected street network characterized by traffic calming methods to ensure slow speeds, on-street parking, wide sidewalks, and well-designed amenity zones that support businesses and economic activity along the block.

Street Design Type, Standard / Trafficway. A basic design type that is generally applicable

where no particular development characteristic or urban design characteristic warrant application of other design types.

Street, Functional Classification. A system of categorizing streets based on their role in the overall street network, considering traffic volumes, traffic speeds, and continuity of the street over longer distances, apart from the specific design type for any one segment. These include:

(a) *Freeway.* A divided highway with fully controlled access limited to grade-separated interchanges constructed at major thoroughfares. A freeway is primarily intended to provide for high volume, high speed intercity traffic movements, and has no relationship to and should be buffered from, abutting land.

(b) *Expressway.* A street or highway with limited or partially controlled access at arterial system intersections. The expressway is primarily intended to provide for high volume, moderate to high speed, extended inter/intra city traffic between major activity centers with minimal impairment to movement, and has minimal relationship to and should be buffered from abutting land.

(c) *Highway Access*. A minor street parallel and adjacent to a freeway, expressway, or arterial which provides access to abutting properties and protection from through traffic.

(d) *Arterial - Major, Primary, or Principal.* A street or highway primarily intended to provide for high volume, moderate speed and extended trip length traffic movement between major activity centers, with access to abutting property subordinate to major traffic movement but little relationship to abutting land unless specific street design types are applied.

(e) *Arterial - Minor or Secondary.* A street which interconnects with and augments the major arterial system. The secondary arterial is primarily intended to provide for moderate volume, moderate speed, and short to moderate trip length while providing partially controlled access to abutting property and application of specific design types to better relate to abutting land.

(f) *Collector – Major, Minor, or Subdivision.* A street which collects and distributes traffic to and from local and arterial street systems, or which can provide an alternative or a complete substitute to larger arterial streets when located with sufficient frequency and continuity. The collector is primarily intended to provide for low to moderate volume, low speed, and moderate-length trips while providing access and public space to support abutting property based on specific design types.

(g) *Local – High-Activity, Low Activity, or Shared.* A street primarily providing direct access to abutting property and designed to accommodate low volume, low speed traffic, as well as provide public space that supports abutting property based on specific design types.

(h) *Alley.* A minor way which is used primarily for vehicular service access or parking access to the back or the side of properties otherwise abutting a street and is often used in areas with enhanced streetscape design.

(i) *Downtown Streets.* Streets which provide frontage for adjacent businesses as well as providing for the movement of pedestrians, bicycles, public transit, and vehicles throughout and through downtown, more specifically within the area bounded by a line 990 feet north of the south section line of Sections 13 and 14 of Township 29 North, Range 22 West on the north, John Q. Hammons Parkway/Sherman Avenue on the east, Harrison/State Streets on the south, Grant Avenue on the west, and a line 990 feet west of the east section line of Sections 14 and 24 of Township 29 North, Range 22 West on the west except the following street segments:
    (1) Tampa Street east of Benton Avenue;
    (2) Phelps Street east of Washington Avenue;
    (3) Market Avenue between Walnut and State Streets;
    (4) Main Avenue between Mount Vernon and State Streets;
    (5) Mount Vernon Street between Grant and Campbell Avenues; and
    (6) Harrison Avenue between Grant and Market Avenues and classified as designated by the major thoroughfare plan.

(j) *Residential Connector.* A street which provides a vehicular and pedestrian connection between two generally parallel local residential streets designed to accommodate very low volume and very low speed traffic within residential subdivisions.

(k) *Residential Local.* A street for low-volume~~s~~, low-speed~~s~~, and short-length trips to and from abutting properties in residential neighborhoods.

(l) *Collector Local.* A street which collects and distributes residential traffic between local streets and collector and arterial streets and is primarily intended for low-to-moderate-volume, low-speed, and short-length trips while also providing access to abutting properties.

(m) *Commercial/Industrial Local.* A street for low-volume~~s~~, low-speed~~s~~, and short-length trips to and from abutting properties in commercial and industrial areas.

Street Frontage. The property line which abuts a public right-of-way.

Street, Grade. Beginning at the back of curb and measured at a right angle to the street center line.

Streetscape. The scene that may be observed or the area designed for activity along a street, including both natural and non-natural components, including vegetation, buildings, paving, plantings, lighting fixtures, and miscellaneous structures.

Street Width. The horizontal distance between the outside edges of the street's pavement, including any curbing and guttering, measured at right angles to the street's centerline.

Structure. Anything constructed or erected, located on or in the ground, whether permanent or temporary, including, but not limited to, houses, buildings, barns, backstops for tennis courts, bridges, fences, pergolas, parking lots, gazebos, radio and television antennae, signs, solar collectors, microwave antennae, supporting towers, roads, ruins or remnants (including foundations), swimming pools, walkways, septic systems, or any similar item.

Structure, Accessory. A detached structure that is subordinate, incidental, and on the same lot as a principal building, structure, or use.

Subdivision. The division of land into two or more lots, tracts, or parcels for the purpose of transfer of ownership or building development, or, if a new street or easement of access is involved, any division of a parcel of land. The term includes **administrative platting**~~re-subdivision~~ and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Subdivision, Administrative. Routine applications that impact the legal disposition of property (property lines, easements, etc.) but do not significantly alter development patterns or impact public infrastructure or services.

Subdivision, Major. Any subdivision not eligible as an administrative subdivision which requires a comprehensive review through preliminary plat and final plat procedures.

Survey, Historic. The systematic gathering of information on the architectural, historical, or archaeological significance of buildings, sites, structures, objects, or areas through visual assessment in the field and historical research for the purpose of identifying historic sites, historic landmarks, and historic districts worthy of preservation.

Tiny Home. A principal residential dwelling constructed on or off-site that is 400 square feet or less, is built to the building code as adopted by the City of Springfield, and is designed to be used as a dwelling unit with a permanent foundation.

Tract. A parcel of land eligible for further subdivision. (See Lot and Outlot)

Traffic-calming. Physical design changes to a street or roadway used to decrease traffic speed and volume. Methods of traffic calming include but are not limited to: traffic circles, speed humps, and curb extensions.

Traffic Impact Study. A comprehensive engineering evaluation conducted to assess the effects of proposed developments or land-use changes on the surrounding transportation network. A TIS analyzes the anticipated changes in traffic volumes, patterns, and safety conditions caused by a development and includes a driveway safety study.

Transition Area. An area along or between the edges of placetypes, where dissimilar land uses converge. Typical transitional areas occur between one-to-two blocks on either side of both placetype boundaries. Transition areas can also exist adjacent to geographic land features located within a placetype, examples can include major roadways and crossroads, railways, waterways, parks, trails, and natural and built land features.

Transparency. When referring to the design of building facades, transparency is the percentage of windows and doors on the facade intended for two purposes: (1) to break up the scale and massing of the façade and relate the building to the streetscape and public spaces; and (2) to provide connections – visual and perceived – between the activities on the site and the public streetscape or spaces. Therefore, transparency has two measurements: (1) the extent of transparency, which is the percentage of the overall facade, measured at each story but which includes non-transparent components associated with the opening such as molding, casing or frames; and (2) the degree of transparency, which is typically the clarity of the glass used for the opening. A door **assembly** may count to this requirement if at least 25% of the door or door assembly meets the clarity requirement with windows in the door, or transom or side light doors alongside of the door. The clarity of the glass in the opening is met by a minimum Visible Light Transmission of 60% (VLT = the percent of total visible light that is transmitted through a glazing system) and a maximum Visible Light Reflectance of 15% (VLR = the percent of total visible light that is reflected by a glazing system). For upper story windows, these measures may be 40% VLT and 20% VLR.

Tree, Evergreen. A medium or large non-deciduous woody plant with a main trunk and mature height over 8 feet.

Tree, Overstory. A large deciduous woody plant that normally grows with a main trunk and has a mature height of 30 feet or more.

Tree, Understory. A small deciduous tree typically smaller than an overstory tree, with a mature height of approximately 15 to 30 feet.

Undeveloped Land. Land in its natural state before development.

Urban Forestry. Urban forestry is the careful care and management of urban forests. These are tree populations in urban settings maintained to improve the urban environment. Urban forestry advocates the role of trees as a critical part of the urban infrastructure.

Urban Service Area. The Urban Service Area delineated on the Urban Service Area map represents land where public investment has been made or is programmed for sanitary sewer service or major transportation facilities. Within the Urban Service Area, sewer services will be provided as available resources permit and streets and highways will be planned to handle urban populations.

Use, Accessory. A use of land, buildings, or structures that is subordinate, incidental, and on the same lot as a principal use.

Use, Principal. The primary purpose or activity of a lot or building.

Variance. Provides relief from a strict interpretation of the zoning and site design and development standards of this chapter, which when applied to a particular property in a specific context limits all reasonable use of the property. This application shall only apply to the design, dimension, and other site development standards of this chapter and shall not be used to authorize a use that is prohibited by the applicable zoning district.

***Vehicle Service Bay*. Any enclosed work area for the maintenance or repair of vehicles, comprising an average floor area of 420 square feet per bay to accommodate both service and access requirements.**

Vibration. The effect produced by any physical process characterized by a periodic, and usually rapid, oscillatory motion sufficient to cause annoyance or discomfort, however, excluding blasting operations for quarries and temporary construction activities.

Yard, Front. That portion of a lot extending across the full width of the lot between the front lot line and the nearest line or point of the principal building and between any accessory buildings.

Yard, Rear. That portion of a lot extending across the full width of the lot between the rear lot line and the nearest line or point of the principal building.

Yard, Side. That portion of a lot extending from the front yard to the rear yard between the side lot line and the nearest line or point of the principal building.

Zoning. The division of a city or county by legislative regulations into areas, or zones, that specify allowable uses for real property and size restrictions for buildings within these areas.

36-11.02 Description of Uses

This section provides descriptions of uses of land and buildings associated with Table 4-~~3~~2. It is organized by categories and types of uses. Categories are general groupings of uses with similar characteristics, and types are based on common physical or operational characteristics, such as typical scale, format, or intensity of activity. Where a proposed use is not generally listed or appears to meet the description of more than one use type, the PD Director shall make an interpretation on the most equivalent described use category and/or type, considering:

1. The similarity of the use in terms of scale, impact, and operations to other described uses;
2. The typical building format and site design associated with the use from existing examples; and
3. The potential contribution of the use, in its typical format and design, to the intent of the zoning district, and the ability to complement and be compatible with other permitted uses.

Any uses that may not be interpreted as equivalent to a use in Table 4-3 is not anticipated by these regulations and may only be allowed by an amendment to the development code.

A. **Residential Uses.**

Household Living. Residential occupancy of a dwelling unit by a household, with tenancy arranged on a monthly or longer basis. Household living occurs in a variety of types based on the scale and format of buildings, arrangement of dwelling units, and household accommodations.

Household Living – One-unit Dwelling. A residential building designed for one primary dwelling unit. One-unit dwellings include variations based on the lot size.

Household Living – Multi-unit Dwelling. A residential building designed for two or more principal dwelling units. Multi-unit dwellings include variations based on the building type and scale, including duplexes, multi-unit houses, townhouses, or apartments.

Household Living – Live / Work Dwelling. A combination of residential commercial activity located in a dwelling unit or sharing the same building as a dwelling sharing a common wall or with direct access between the residential and commercial elements,

and where each is intended as a principal use.

Household Living – Mixed-use Dwelling. A residential use in a building designed for street level retail, service or employment uses, and where dwelling units are accommodated on upper stories, or otherwise separated from the principal commercial function of the building.

Household Living – Small Format Dwelling. A parcel of land planned and designed for multiple home sites for the placement of manufactured or other small homes and used for the principal dwelling of households for long-term residency. These communities include internal common areas, circulation systems, and accessory uses and facilities to support the community. Dwellings may either be located on home sites designated within a larger project or on single lots owned through appropriate condominium procedures or platted under certain conditions.

Existing Residential. Any residential building and use, legally established when it originated but where new development of the same use or similar building type is no longer permitted in the zoning district. These uses shall be permitted so that continued use and further investment in the building and use is not discouraged, and if the use is destroyed beyond the protections of its legal nonconforming status could be built back to a similar extent based on the most applicable residential building type standards from residential districts.

Group Living. Residential occupancy of a structure by a group of people that do not meet the definition of a household, with tenancy arranged on a monthly or longer basis. Group living structures typically have a common eating area or social areas for residents, and they may receive some level of care, training, or services associated with their residency. Group living occurs in a variety of types based on the scale and format of buildings, arrangement of dwelling units, and the degree or intensity of associated services.

Group Living – Dormitory. A residential or institutional building offering seasonal and long- term residency for a discrete population based on membership or attendance at a school, instructional or training institution. Typical examples include student housing on a campus, or convent or seminary residences.

Group Living – Group Home, Residential. A single-family detached dwelling in which no more than ten people reside, comprised of the following: eight or fewer unrelated mentally or physically handicapped persons, no more than two persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons, residing in the dwelling, and the children of the house parents or guardians.

Group Living – Group Home, Custodial. A dwelling in which unrelated mentally or physically handicapped, or otherwise mentally or physically impaired persons reside with house parents or guardians.

Group Living – Boarding House, Small. A residential building occupied by the owner or a resident manager, with 3 to 11 tenant rooms where non-household members may share residency on a monthly or longer basis. The owner / resident manager or service staff may provide housekeeping, meals, or other management of shared living facilities as an accessory service to the dwelling. Typical examples include houses or small apartments offering single-room occupancy, or co-housing courtyard or small complex.

Group Living – Boarding House, Large. A residential building occupied by the owner or a resident manager, 12 or more tenant rooms where non-household members may share residency on a monthly or longer basis. The owner / resident manager or service

staff may provide housekeeping, meals, or other management of shared living facilities as an accessory service to the dwelling. Typical examples include larger co-housing complexes, medium to large apartment buildings offering single-room occupancy, or a fraternity or sorority house.

B. **Civic Uses.** The Civic use category is the use of land and buildings to serve public or community interest, and to support or enhance the daily cultural, social, or recreation needs for residents and neighborhoods. It can include public and institutional uses generally available to the public at large, community uses structured by voluntary affiliation, or private uses limited by property ownership or membership. The civic use category includes the following types:

Assembly. An institutional use designed to serve the community for regular or periodic membership activities and events, including worship, civic, recreation, or entertainment activities, and accessory uses associated with organized activities, including child-care, concession services, and community events

Assembly – Small (<400 capacity and <2.5 acres). A place of public or community assembly designed and located to serve adjacent uses and nearby neighborhoods, or be accessory to other immediately abutting uses, and designed for less than 400 people capacity. All buildings and facilities are located on a lot of less than 2.5 acres. Examples include a small neighborhood association clubhouse or recreation center, common meeting rooms or meeting halls, or small religious facilities.

Assembly – Medium (400-800 occupants and <4 acres). Places of public or community assembly designed and located to serve community or civic needs of a broad vicinity and designed for 400 – 800 people capacity. All buildings and facilities fit on a lot or area arranged in a small campus of between 1 and 4 acres. Examples include a community/recreation center, small event center, or large religious facility.

Assembly – Large (>800 occupants or >4 acres). Places of public and community assembly designed and located to serve community or civic needs of a wide area – typically city-wide and designed for more than 800 people capacity. Buildings and facilities require large lots or campuses that are difficult to integrate into the surrounding block structure, are disruptive to connected development patterns, and require special siting and civic design considerations as a major destination. Examples include an auditorium, large event hall, major community worship hall or campus, or convention and conference center.

Cemetery. Property used for the interring of deceased humans, including mausoleums.

Crematorium. A building used to process and reduce deceased humans into tiny particles resembling ash, through exposure to flames, intense heat, or other industrial processes.

Cultural Facility. The use of land and buildings to serve public or community interest through government or non-profit agencies through cultural, social, or education offerings, or for the administration operations of organizations providing these services. This includes the use, but not sale, of literary, musical, artistic, or reference materials and the exhibit or repository of a collection for natural, scientific, artistic, or other cultural activities. This use may include the accessory sales related to the subject matter or accessory services to support the activity such as gift shops or cafes.

***Event*~~*Entertainment*~~ *Venue.* An institutional or commercial use designed to host spectators for performances or events, or rent facilities and grounds to host large gatherings. This use does not include facilities or events that are accessory to an otherwise permitted civic or

commercial use. Event venue uses are further refined by scale, intensity, and format based on the following:

Event*~~*Entertainment*~~ *Venue – Small (<1K capacity). A~~n event venue~~**gathering space** designed for less than 1,000 people capacity, such as a small auditorium, banquet hall, or amphitheater. This use may be accessory to and included with a school or assembly use.

Event*~~*Entertainment*~~ *– Medium (1K – 3K capacity). A~~n event venue~~**gathering space** designed for between 1,000 and 3,000 people capacity, such as a large event hall or small stadium. This use may be accessory to and included with a large school.

Event*~~*Entertainment*~~ *Venue – Large (>3K capacity). A~~n event venue~~**gathering space** designed for greater than 3,000 people capacity, such as an arena, fairgrounds, race track, or large stadium. This use may be accessory to and included with a college / university use in a campus format.

Funeral Home & Mortuary (Accessory Crematorium). A building used for services to honor and memorialize deceased humans, and associated activities and facilities related to services such as a chapel or crematorium, provided they only support and are incidental to on-site services and have no equipment or structures that alters the appearance of the building as a civic use.

Open Space. Any parcel or area of land or water unimproved with any residential, commercial, or industrial uses and dedicated or reserved for public or private community use and enjoyment.

Open Space – Athletic Field. Land designed for outdoor games and sports such as lacrosse, baseball, football, and soccer, and which may attract more structured and organized activities and periodically have more intense use due to participants and fans. Athletic fields may include accessory structures and uses for equipment storage, concessions, or other supporting activities.

Open Space – Open & Civic Space. A public, common, or private open area designed and used for both active or passive recreation and integrated into the development patterns and block structure of the neighborhood or district. (See Section 36-3.04 for specific design types in appropriate contexts.)

Open Space – Recreation Center & Grounds. Open spaces and associated facilities for social, educational, and recreational activities of a neighborhood or community, provided any such use is not operated for commercial gain or is otherwise owned and managed by a property owners association as a focal point for a neighborhood. Examples include a community gym, pool, club, golf course, or similar recreational facilities that serve as an organizing element or focal point for surrounding development.

Public Safety. Public uses that support the health, safety and security of the community at large through preventative measures, protective measures, emergency response measures, or similar government functions.

Public Safety – Community Corrections Facility. A facility licensed by the State of Missouri for the housing, supervision, counseling, rehabilitation of and job training for individuals in need of care necessary to return them to a productive role in society and who are criminal offenders on probation or parole, or who are within 120 days of release from a prison, jail sentence or custody from the state department of

corrections, and who reside under the supervision of trained staff.

Public Safety – Jail. Facilities in which persons accused or convicted of offenses are held in custody, confined, or housed prior to or during trial or for incarceration after trial and conviction, excluding community corrections facilities and individuals confined to their own home by means of electronic surveillance or an equivalent.

Public Safety – Police & Fire. Stations and associated living, administrative, and dispatch facilities that provide patrols and emergency response services to neighborhoods districts, and businesses.

School. A public or private institutional use designed to provide structured, seasonal, or year- round education opportunities. Schools are typically integrated into the surrounding context and development pattern as a civic amenity with public and civic spaces, but the format may differ based on the scale of the facilities and educational mission.

School – College / University. A school dedicated to post-secondary education and typically at a scale and capacity that involves multiple buildings and facilities organized on a. The use includes classroom, laboratory, and administration buildings, lecture halls, libraries, dormitories, dining halls, student centers, auditoriums, chapels, gymnasiums, stadiums, fraternities, sororities, and other similar buildings and structures.

School – Primary / Secondary. A school that is part of a system of public or private education of at least kindergarten through 12th grade, but which may be divided into smaller campuses or facilities by district, neighborhood, or discrete age groups within the system. Primary schools are more neighborhood-oriented and integrated into the block structure and open space systems in more walkable patterns, and secondary schools tend to be larger, more intense, and concentrated facilities requiring more careful siting within the community or requiring a more civic-oriented campus pattern.

School – Vocational Business. An establishment which provides instruction and training in office, clerical, managerial, sales, information technology, administrative skills or trades such as beauty school, barber college, beautician school or similar. Vocational Business Schools typically require facilities more similar to commercial businesses and may be located or integrated into commercial areas and buildings at a variety of scales and formats.

School – Vocational Industrial or Trade. An establishment which provides instruction and training in a skilled trade such as mechanics, carpentry, plumbing, service, construction, industrial or other skill related to assembling, processing, manufacturing, repair, or similar skills or trades. Vocational Industrial or Trade Schools typically require facilities associated with industrial activities and may be located or integrated into more intense commercial or industrial areas and buildings at a variety of scales and formats.

Transportation. A use category supporting the movement of people or freight, including accommodating navigation, access, and storage of vehicles involved in the transportation system.

Transportation – Airport. Any area of land or water designed for the landing and take-off of aircraft for business or commercial purposes, including all necessary facilities for passenger and cargo loading, maintenance and fueling facilities, navigation and communication, and housing of aircraft.

Transportation – Bus Station. A transportation facility designed for the transfer, pick-up

and drop-off of passengers traveling by bus with buildings or associated passenger convenience facilities, distinguished from public stops accommodated in the design of the right-of-way.

Transportation – Commercial Parking Lot. A parcel of land where the principal use is to park vehicles in a structure or on a lot for a fee, which may be operated by a public, community, or private entity.

Transportation – Heliport. Any area of land or portion of a building used for the landing and take-off of helicopters for business or commercial purposes, including the landing pad, any communication or navigation facilities and instruments, and areas to accommodate the interchange of passengers or cargo.

Transportation – Motor or Rail Terminal. An area or building where storage and transfer of cargo occurs, and where vehicles may be stored and maintained for further deployment in shipping, or any other similar high-intensity activities associated with freight or public transportation.

Utility. A use category for services owned by a governmental entity, or any entity defined as a public utility for any purpose by the state public utilities commission, and for the delivery of energy, water, communication, or municipal services. All utilities may be further limited by site design and landscape standards of this code, or more specifically regulated and permitted by licensing agencies, franchise agreements, or specific conditions and design requirements of any easement or right-of-way authorizing the location of facilities. Utility facilities are further classified in the development code as follows:

Utility – Minor. Any electric, gas, water, and sewer facility that exceeds the standard transmission lines, pipes or conduits in the right-of-way and easements, and where a dedicated parcel or lot is needed to support utility systems in the immediate area. Structures and facilities are necessary to reduce the bulk quantity from larger transmission facilities into distribution and service facilities to serve the immediate area. Examples include water tanks or reservoirs, sub-stations, gas regulator stations, water and sewage pumps, and lift stations.

Utility – Major. A facility using manufacturing processes for generating, storing, or distributing energy, water, wastewater, or other utility products or services for use beyond the immediate vicinity, including any other facility used in the transmission or distribution of large utility flows between generating or treatment areas and substations or transmission lines.
Examples include power plants, water treatment plants, solar energy or wind energy farms, or regional transmissions and pipelines.

Utility – Wireless Telecommunication Facility. Towers, structures, and related equipment and grounds used for communication. These facilities are further defined by “tiers” and height limits in the specific wireless communication facility standards in Article 10, Section 36-10.10.

C. **Commercial Uses.**

Adult Entertainment. An establishment featuring live or recorded media, or a store with more than 50% of its merchandise, with an emphasis on specified sexual activities or displaying specified anatomical areas, including: (a) less than a completely and opaquely covered human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; human male genitals in a discernibly turgid state, even if completely and opaquely covered; (c) human genitals in a state of sexual stimulation or arousal; (d) acts

of human masturbation, sexual intercourse, or sodomy; and (e) fondling of other erotic or touching of human genitals, pubic region, buttock, or female breast.

Animal Care / Sales – Commercial service or retail use that provides the sale, care, or boarding of domesticated animals that is further refined by the scale and intensity of the operations, as follows:

Animal Care / Sales – Limited (<5K, no boarding). A small office or shop providing animal care or sales. The use involves less than 5,000 square feet of commercial area, and all activities occur indoors (except routine daily pet care). Examples include a veterinary office, small pet store, or small pet grooming or training.

Animal Care / Sales – Small (2K – 10K or limited boardings). An office or store providing animal care or sales, and where any overnight boarding is limited to that necessary for medical care or observation. The use involves between 2~~5~~,000 and 10,000 square feet of commercial space and limited outdoor activity areas necessary to accommodate the care of animals. Examples include a veterinary clinic, large pet store, or large pet grooming or training, or small kennel with no outside keeping of animals.

Animal Care / Sales – General (>10K or boarding (or outdoor care). A large facility providing animal care or sales, or any use offering routine daily care for animals, whether less than 24 hours or overnight boarding. The use involves more than 10,000 square feet of commercial space, or in the case of routine daily animal care involves any combination of indoor and outdoor space where multiple animals are cared for daily. Examples include a pet super-store, large grooming or training facility, animal hospital, or any animal daycare, kennel, or boarding service with significant need for outside care.

Daycare. A commercial service use offering non-residential care on a daily, weekly, or other regular basis for children or other individuals in need of non-medical, non-therapeutic, or non-custodial supervision.

Daycare – In-home / Accessory. A dwelling, occupied as a permanent residence by the child or adult day care provider, in which care is given to no more than ten children or five adults not related to the day care provider for only part of a 24-hour day.

Daycare – Commercial. A facility other than the provider's permanent residence, where child or adult day care is provided for only part of a 24-hour day.

Entertainment & Recreation. A commercial service use providing daily or regularly scheduled activities for entertainment, leisure, training and instruction, or recreation, offered to the public, offered by membership, or offered by group arrangements. This use type is further refined by the scale, format and intensity as follows:

Entertainment & Recreation – Small (<5K). An indoor entertainment and recreation use that involves a building less than 5,000 square feet. Examples include a small bowling alley, billiard hall, a small theater, or dance or yoga studio.

Entertainment & Recreation – Medium (5K - 10K). An indoor entertainment and recreation use that involves a building that is between 5,000 and 10,000 square feet or more. Examples include a larger arcade or game center, a fitness center or gym, or small theater.

Entertainment & Recreation – Large (10K - 50K). An indoor entertainment and recreation use that involves a building that is between 10,000 and 50,000 square feet or more.

Examples include a small sports and recreation center, large arcade or game center, large fitness center, or a moderate-sized theater.

Entertainment & Recreation – Complex (>50K). An indoor entertainment and recreation use that involves a building that is 50,000 square feet or more. Examples include a large bowling alley, a sports and recreation center, a large theater or theater complex, or skating rink.

Entertainment & Recreation – Outdoor. Any outdoor entertainment and recreation use, where a commercial business offers the grounds for use of patrons. Examples include racquet club, miniature golf, driving range, golf course, batting cages, sports and athletic complex, or band shell or amphitheater.

Food & Beverage Establishment. A commercial service use engaged in the business of serving prepared food or beverages to the public for immediate consumption. The serving of alcoholic beverages is accessory to this use but may be further regulated by business and liquor licenses. Food and beverage uses are further refined by scale, format, and intensity based on the following:

Food & Beverage Establishment – Small (<3K or <10% of mixed-use building). A small-scale establishment under 3,000 square feet of commercial area, or less than 10% of the building area in mixed-use projects and buildings accessory to other uses, such as a cafe, lunch counter, walk-up window, or similar small retail sales food or beverage outlet.

Food & Beverage Establishment – General (3K – 8K). A moderate scale establishment between 3,000 and 8,000 square feet of commercial area and typically includes separate kitchen and dining facilities, accessory bar area, or small accessory craft manufacturing area. Examples include a restaurant, or a small bar, brewery, bakery, or catering outlet.

Food & Beverage Establishment – Large (>8K). A large-scale establishment with over 8,000 square feet of commercial area, and typically includes separate kitchen and dining facilities, accessory bar and entertainment areas, or accessory craft manufacturing areas. Examples include a large restaurant, large bar, or large brewery, or a food court or hall.

Lodging. A commercial use providing accommodations for temporary, short-term overnight occupancy on a less than monthly basis, and accessory uses associated with typical guest services such as food service, recreation, or similar accommodations to support overnight-guests. Lodging is refined to the following scales based on building type, format, and intensity of use:

Lodging – Bed & Breakfast (<5 rooms). A small residential building used for commercial short-term lodging with shared living space between the primary occupants and patrons and includes no more than 5 guest rooms, and where meals may be offered to overnight guests.

Lodging – Small / Inn (6 – 12 guest rooms). A large residential building or small commercial building providing accommodations for short-term overnight occupancy for at least 6 but less than 12 guest rooms.

Lodging – Hotel / Motel, Medium (13 - 80 guest rooms). A commercial building providing accommodations for short-term overnight occupancy for between 13 but less than 80 guest rooms, and accessory accommodations or event or recreation space for overnight guests.

Lodging – Hotel / Motel Large / Conference Center (>80 guest rooms). A commercial building providing accommodations for short-term overnight occupancy more than 80 guest rooms, and may include accessory accommodations or event and recreation space for guests and overnight guests.

Lodging - Short-term Rental. The rental of an entire dwelling, or any portion thereof, for a period less than 30 consecutive days, where the owner is engaged in a contract for the rental of that specific swelling, or any portion thereof. Short-term rentals are further categorized as Type 1, 2, or 3, as defined in Section 36-10.08.

Marijuana & Medical Marijuana Uses. Uses involved in the production, distribution, prescription, or sale of cannabis. See Article 10, Section 36-10.09 for more specific definitions and standards for various types of businesses and services.

Medical Services. A commercial service use providing medical, dental, or physical health or wellness care to the public. This use type is further categorized by the following formats:

Medical Services – Small (<10K). A medical service offering routine outpatient services, that occupies less than 10,000 square feet of diagnostic or treatment area, includes no surgical or in-patient facilities, and operates in normal business hours. Examples include a small doctor or dentist office, eye-care center, or urgent care center that is accessory to a larger retail or pharmacy use.

Medical Services – Medium (10K – 30K). A medical service offering routine outpatient services, that occupies between 10,000 and 30,000 square feet for diagnostic or treatment areas, includes no inpatient facilities, and operates in normal business hours. Examples include a larger doctor or dentist group practice, small clinic or analytical lab, or small outpatient urgent care or surgical center.

Medical Services – Large (30K – 100K). A medical service offering a full range of services, that occupies between 30,000 and 100,000 square feet for diagnostic or treatment areas, and may include emergency care, surgical services or other inpatient treatment. The use may include accessory retail, food service, pharmacy or wellness/fitness uses. Examples include large out-patient offices, small hospital, remote surgical centers, or large clinic or analytical labs.

Medical Services – Campus / Complex (>100K, campus). A medical service with a full range of care, that occupies more than 100,000 square feet or multiple buildings, provides comprehensive medical care including emergency services, and accessory office, lab, and retail uses related to patron and patient needs. Examples include a large hospital or regional medical center campus.

Office. A commercial use focused on employment and engaged in the administrative, technical, or management aspects of business or professional services that typically do not have frequent or unscheduled on-premises interaction with the public or clients. Office uses are further refined by the scale and format of buildings based on the following:

Office – Small (<10K). An office use less than 10,000 square feet of commercial area, within a small building or occupying a portion of a mixed-use building.

Office – General (10K – 30K). An office use between 10,000 and 30,000 square feet of commercial area, typically within one moderate-sized building or the upper levels of a moderate or large mixed-use building.

Office – Large~~.~~ (30K – 100K). An office use between 30,000 and 100,000 square feet of commercial area, typically within one large building with accessory retail or service uses.

Office – Campus / Complex (>100K). An office use with more than 100,000 square feet, typically within one large or high-rise building or involving more than one building in a campus pattern.

Personal Service. A commercial use engaged in the business of providing personal or professional services to the public that may include frequent or unscheduled interaction with clients or customers on-premises. Examples include a barbershop or beauty salon, travel agency, small equipment repair, tailor, bank, or personal financial services. Service uses are further refined by scale, intensity, and format based on the following:

Personal Service – Small (<5K). A service use under 5,000 square feet, typically in line with other small-scale uses in a multi-tenant commercial building or mixed-use building.

Personal Service – Medium (5K – 10K). A service use between 5,000 square feet and 10,000 square feet, typically in a small freestanding building or part of a large mixed-use building.

Personal Service – Large (>10K). A service use more than 10,000 square feet, typically in a moderate-freestanding building or part of a large mixed-use building.

Residential Care. A commercial or institutional use providing residency on short-term, long-term, interim or permanent bases for individuals that are in need of associated medical, therapeutic, or custodial care or supervision to assist in daily living, to aid rehabilitation from injury or infirmity, or for other protective or supervisory reasons. Residential care uses are further refined by the type and intensity of care based on the following:

Residential Care – Nursing Home. An assisted, extended or intermediate care facility licensed or approved to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness, or infirmity, may be unable to care for themselves.

Residential Care – Transitional Housing. A residential or institutional building providing lodging for longer than 30 consecutive days for residents in need of housing and services due to economic, social, or physical difficulties, and may include associated services in a group setting on the same premises, including, but not limited to, job counseling, life or parenting skill courses, or job training. Such shelter may include office for staff of the providers and for counselors.

Residential Care – Transitional Shelter. An institutional building providing lodging on a short-term or emergency basis for shorter than 30 consecutive days for residents in need of housing and services, or offering meals and other social services, due to economic, social, or physical difficulties.

Residential Care – Treatment Facility. A facility, not accessory to a hospital, for treatment of alcohol or other substance abuse, with or without the use of drugs or other medical intervention, for one or more patients who are provided with care, meal, and lodging and that is accredited by the State of Missouri, the Joint Chief Hospitals Operations Administration (JCHOA) or Commission on Accreditation of Rehabilitation Facilities (CARF).

Retail. Commercial uses engaged in the sale, lease, or rental of household or commercial

products to the general public with frequent interaction of patrons or consumers on premises. Retail uses are further refined by scale, intensity, and format based on the following types:

Retail – Small (<5K or <10% of mixed-use building). A small-scale retail use under 5,000 square feet of commercial area, or less than 10% of the building area in mixed-use projects and buildings accessory to other uses, typically located in a mixed-use storefront building or a small single building that is part of a larger grouping of uses.

Retail – Medium (5K - 10K). A retail use between 5,000 and 10,000 square feet of commercial area, typically located in a multi-tenant, mixed-use, or moderate-sized freestanding building.

Retail – Large (10K - 50K). A moderate-scale retail use between 10,000 and 50,000 square feet of commercial area, typically located in a moderate to large free-standing, multi-tenant, or mixed-use building.

Retail – Extra-Large (>50K). A large-scale retail use with at least 50,000 square feet of gross commercial area in a large, freestanding building which may be integrated as part of a larger project.

Retail – Grocery Store. A specific retail use primarily selling food, produce, and household products for general household consumption, including a significant portion of inventory in fresh produce, baked goods, meats, or seafood, and accessory sales of prepared food. These uses often serve as a key anchor for neighborhood and community centers which justifies slightly larger scale than other general retail uses, provided they can still fit into the block structure, development pattern, and public-realm framework of the area. To accommodate this, retail grocery store is further refined by scale and format as follows:

Retail – Grocery Store, Small (<10K). A small grocery offering a limited selection of products or specialty foods or produce in a small-scale format under 10,000 square feet. Examples include a corner store, butcher shop, produce market, or urban-format groceries.

Retail – Grocery Store, Medium (10K – 40K). A mid-sized grocery offering a range of food and household products, and limited accessory services in a mid-sized building format between 10,000 and 40,000 square feet. Examples include a neighborhood market or traditional-scale full-service grocery store.

Retail – Large (>40K). A large grocery store offering a wide range of food and household products and associated accessory services in a large-scale format. Examples include a large-format grocery or supermarket, or a similar function housed within a larger warehouse retail store.

Retail – Outside Sales. A specific retail use where the primary business is associated with merchandise that must be displayed outside. This is distinct from retail uses that may have an accessory component of its merchandise outside, whether permanent, seasonal, or as an occasional temporary outside retail display or service. Outdoor retail is further refined by the scale and intensity of the use as follows:

Retail – Outside Sales, Small (<0.5 acres; 25%-50%). Outdoor sales either on a lot less that 0.5 acres or lots larger than 0.5 acres where the outdoor display area is between 25% and 50% of the interior display area. Examples include a small nursery / greenhouse or a small equipment sales or rental business.

Retail – Outside Sales, Medium (0.5 – 2.5 acres; 50%-100%). Outdoor sales either on a

lot between 0.5 and 2.5 acres or on lots larger than 2.5 acres where the outdoor display area is between 50% to 100% of the interior display area. Examples include a nursery / greenhouse, a small car sales or rental lot, small lumber yard, or landscape supply store.

Retail - Outside Sales, Large (> 2.5 acres; > 100%). Outdoor sales either on a lot larger than 2.5 acres and where the outdoor display area is more than100% of the interior display area. Examples include a large nursery, large car sales or rental lot, boat or recreational equipment sales, outside flea market, or a large lumber yard or landscape supply store.

Vehicle Service – Car Wash. A facility providing self-service or professional washing of vehicles. Limited facilities to wash cars may be an accessory use to another permitted use provided it counts toward one of the vehicle service bays.

Vehicle Service – Gas Station. A specific retail use primarily involving the sale of fuel to the public, and which may involve accessory sales of vehicle accessories and convenience goods. This use may be combined with accessory vehicle service and repair uses, or accessory car wash, subject to the service bay limitations below. Gas station uses are further refined by the scale, format and intensity as follows:

Vehicle Service – Gas Station, Small (<5 service areas). The use is limited to no more than 4 fueling bays, 2 vehicle service bays, and 2,000 square feet of accessory retail or customer service areas. Examples include small neighborhood service stations.

Vehicle Service – Gas Station, Medium (5-12 service areas). The use is limited to between 5 and 12 fueling bays and no more than 3 vehicle service bays and 4,000 square feet of accessory retail or customer service areas. Examples include a general store and gas station.

Vehicle Service – Gas Station, Large (13-24 service areas). The use contains between 13 and 24 fueling stations, and no more than 3 vehicle service bays and 6,000 square feet of accessory retail or customer service areas. Examples include a large convenience center and gas station.

Vehicle Service – Gas Station, Extra-large (>24 service areas). The use contains 25 or more fueling stations, or 4 or more vehicle service bays, and other accessory retail or service areas. Examples include a truck stop or travel center.

Vehicle Service & Repair. A specific service use primarily involving motor vehicle and mechanical equipment maintenance, repair services, and accessory retail sales of supplies and accessories. Vehicle Service & Repair is further refined by scale, format, and intensity as follows:

Vehicle Service & Repair – Small (<0.5 acres; <4 service bays). A vehicle service and repair use with 1 to 3 service bays, where all work and storage of equipment and supplies occurs indoors, and where on-site or overnight storage of vehicles is limited and requires no special site accommodations other than ordinary parking areas. This use is located on lots less than 0.5 acres. Examples include a small machine shop, mechanic, lubricant center, tire store, auto glass installation, or audio or alarm installation service.

Vehicle Service & Repair – Medium (0.5 – 1.5 acres; 4-8 service bays). A vehicle service and repair use with 4 to 8 service bays, where all work occurs indoors, but where the volume of work may require some outdoor storage of supplies, equipment, or

vehicles beyond ordinary parking needs of comparable sized businesses. This use is typically located on lots between 0.5 and 1.5 acres. Examples include a large machine shop, mechanic, lubricant center, tire store, or small auto body shop.

Vehicle Service & Repair – Large (>1.5 acres; >8 service bays). A vehicle service and repair use with 9 or more service bays, where some work may occur outdoors, and where the volume of work requires frequent outdoor storage of supplies, equipment, or vehicles. This use is typically located on lots larger than 1.5 acres. Examples include repair of large vehicles and equipment and collision repair center.

D. **Industrial Uses.**

Industrial & Business Services. A business whose customers include other businesses and industries, or the general public. The business services typically consist of dispatched fleet vehicles to perform some aspect of the service and involve dedicated outdoor storage. Examples include plumbing services, exterminators, HVAC repair, utility contractors, janitorial services, landscape contractors, ambulance dispatch center, transportation dispatch center, bus barn, commercial laundry services, or other similar business. The scale and intensity are determined by the number of fleet vehicles as follows:

Industrial & Business Services – Limited (<10 vehicle fleet). A small-scale light industrial or business service use with limited outdoor storage needs and with a vehicle fleet of up to 10 vehicles, where surface parking, vehicle storage, and general storage needs are similar to other general commercial uses.

Industrial & Business Services – General (11 – 25 vehicle fleet). A light industrial service business use where outdoor storage or warehouse storage is necessary, or with a vehicle fleet is between 11 and 25 vehicles, requiring dedicated areas for storage of vehicles during down times or off hours.

Industrial & Business Services – Large (>26 vehicle fleet). A large-scale industrial or business service use that may have substantial outdoor storage needs, large warehouses, or with a vehicle fleet that involves heavy equipment or is more than 26 vehicles, requiring large areas for storage of vehicles or equipment.

Manufacturing. A use primarily involving the processing, fabrication, packaging, or assembly of goods, from raw materials or partially competed secondary materials. Products may be finished or semi-finished and are typically stored and shipped to other areas for distribution to businesses, consumers, or retail outlets. Accessory sales, display, or customer service areas may be provided. Excludes feedlots, stockyards, animal slaughterhouses, and facilities related to marijuana or medical marijuana.

Manufacturing – Limited / Artisan (<10K). A small-scale manufacturing use producing primarily finished products with limited need for storage of materials or finished products with a building size less than 10,000 square feet. The use produces no negative byproducts such as smoke, odor, dust or noise discernable from outside of the building. Deliveries and distribution are made by general commercial delivery services requiring no special large truck access. Products or services are often made available to the public on premises generating customer activity. Examples include artists' studios, small bakeries, brewpubs, small wood or metal shops, or similar craft manufacturing.

Manufacturing – Small (10K – 30K). Manufacturing primarily from previously prepared materials of finished products or parts within a building size less than 30,000 square feet. The activities produce little or no byproducts such as smoke, odor, dust, or noise discernable from outside of the building; and where distribution and delivery needs occur through light to moderate commercial truck access. Examples include research labs or facilities, small equipment or commodity assembly, warehousing or wholesaling of consumer products, commercial bakeries, non-retail laundry services, or similar businesses that provide products for support of other businesses.

Manufacturing – Medium (30K – 100K). A manufacturing use that produces little or no byproducts such as smoke, odor, dust, or noise discernable from beyond the property within a moderate-sized building between 30,000 and 100,000 square feet. Limited outside storage may be necessary, and where distribution and delivery needs require occasional large truck access. Examples include research labs or facilities, small equipment or commodity assembly, non-retail laundry services, commercial bakeries, or food and beverage processing.

Manufacturing – Large (>100K). Manufacturing from previously prepared materials or raw materials into other materials or finished products requiring a large building over 100,000 square feet. The activities may produce byproducts such as noise, dust, smoke, or odor, but are mitigated to limit impacts beyond the property boundary. Outside storage and activities may be necessary, and distribution and delivery needs involve frequent or large truck access. Examples include large-scale manufacturing or fabrication plants, large equipment assembly, food production and processing plants, metal fabrication plants, chemical laboratories or other similar high-intensity manufacturing or distribution operations.

Manufacturing – Heavy (any size). Manufacturing or compounding processes with raw materials, including some that may be hazardous, noxious, or combustible. These activities are capable of producing significant byproducts such as noise, dust, smoke or odor beyond the building or site. Hazardous materials may be stored, used, or produced as a typical part of the business, and distribution involves heavy truck, freight, and machinery access. Examples include chemical, wood or metal storage and production, quarries and mining, fuel refining and storage, pressing and drying plants, asphalt or cement production, or similar heavy or hazardous manufacturing operations.

Warehouse & Storage. An industrial use engaged in the business of keeping goods and products for interim or long-term periods for personal or business uses, or for the distribution to other businesses and industries. Examples include any related logistic services related to this business such as labeling, bulk packaging, inventory control, or light assembly. Warehouse and storage uses are refined further based on the scale, format and intensity as follows:

Warehouse & Storage – Indoor, Small (<20K). A storage use where individuals store personal property in units or space leased or rented on a periodic basis and where all storage units are accessed from within the principal building. Interior storage space is limited to less than 20,000 square feet. Examples include small indoor self-storage or small commercial warehouse.

Warehouse & Storage – Indoor, Medium (20K – 100K). A storage use for businesses or larger personal products where all items are stored indoors. Interior storage space is limited to between 20,000 and 100,000 square feet. Examples include large indoor self-storage, commercial warehouses, small distribution centers, warehouse outlets for bulk items such as furniture or appliances, and long-term garages for vehicles or recreation equipment.

Warehouse & Storage – Indoor, Large (>100K). A large-scale facility for long-term storage or products or supplies, or where goods are stored on-site temporarily for the purpose of delivery to other business outlets or final destination, and where the nature of the operation has frequent daily truck traffic. Interior storage space is greater than 100,000 square feet. Examples include large commercial or industrial storage facilities, commercial warehouse, or distribution centers.

Warehouse & Storage – Outdoor, Small (<2.5 acres). A use for the public where individuals store personal property in units leased or rented on a periodic basis. Units are accessed directly from the outside. Lot sizes for storage buildings, storage yards, and all associated access is limited to under 2.5 acres. Examples include small outdoor self-storage mini warehouses or small equipment storage yard.

Warehouse & Storage – Outdoor Large (>2.5 acres). A use for the public or supporting other businesses and industries where large-scale household items or machinery, commercial products, raw materials, or supplies are stored on an outdoor lot. Lot sizes to accommodate this use are greater than 2.5 acres. Examples include large outdoor self- storage mini warehouse, boat or RV storage, building supply lots, or similar industrial supply storage yards.

Warehouse & Storage – Chemicals, Waste, or Hazardous Materials. The use of grounds for storing, processing, disposal or distribution of any industrial waste, chemicals, or hazardous materials.

Waste Management. Facilities used to collect, process, repurpose, transfer, or dispose of waste created by other uses in the city. Waste management uses are refined further based on the intensity as follows:

Waste Management – Hazardous Waste Facility. Any facility that deals with the final disposal, or the storing and preparation for final disposal of any hazardous materials.

Waste Management – Landfill. A large-scale disposal point for non-recyclable or non-reusable material, which may include aggregation, separation, or compaction of solid waste to delivery at other locations, or the management and operation of final disposal.

Waste Management – Recycling Center. A large-scale disposal point for recyclable or reusable material, where storage or processing of materials may occur on site.

Waste Management – Scrap and Salvage Yard. An outdoor facility for the storage, dismantling, repurposing, or disposal of parts or large equipment.

Waste Management – Sewage Treatment Plant. A facility used to treat and process water and wastewater for further distribution or disposal.

E. **Urban Agriculture Uses.** The cultivation, processing, and marketing of food within an urban environment, with a primary emphasis on operating as a business enterprise.

Community Garden. The growing and cultivation of fruits, flowers, herbs, vegetables and/or ornamental plants by an individual or group of individuals for personal or group use, consumption, donation, subscription, shares and for on-site distribution or sale to the general public.

Commercial gardens may be divided into separate plots for cultivation by one or more individuals or may be cultivated collectively by members of the group and may include

common areas maintained and used by group members. Not to include marijuana or medical marijuana facilities.

Market Garden. The growing and cultivation of fruits, vegetables, herbs, flowers, or other plants for commercial purposes, including on-site sales and distribution to local markets, restaurants, or consumers. Market gardens operate on a scale smaller than traditional farms and may involve intensively managed plots in urban or peri-urban areas.

36-11.03 Glossary of Design Terms

This section is a glossary of architecture and design terms that explains concepts, strategies, and techniques used to affect building and site design.

A. **Architectural Style.**

When used generally, architectural style refers to a distinctive manner of expression, fashion or composition of building elements at a specific time.

When used specifically, architectural style refers to a prevalent local or historical style that is documented with common or typical techniques in assembling building elements and form, and where variations within the style follow common rules of application for materials, massing, or composition of the details. (i.e. Art Deco, Colonial Revival, Craftsman, Mid-Century Modern, Mission, Spanish Colonial Revival, Tudor Revival, Victorian, etc.)

B. **Urban Design**. The process of giving form, shape, and character to the arrangement of buildings on specific sites, in whole neighborhoods, or throughout a community. Urban design blends architecture, landscaping, and city planning concepts to make an urban area accessible, attractive, and functional.

C. **Building Elements.** Buildings are made up of vertical elements, horizontal elements, details, and ornamentation that break up the building elevations into distinct components and establish the form and scale of the building. Building elements may include:

1. *Awning*. A sloped or rounded framed projection attached to a wall and extended over a window or door to provide protection from the natural elements.

2. *Bay (window)*. A bump out in the facade typically associated with an element of the interior floor plan but located to provide balance and relief to the massing on the exterior facade. A bay is usually associated with a window.

3. *Belt Course*. A continuous row or layer of stones, brick or other primary building material set in a wall and in line with changes in stories, changes in materials, or windowsills. Belt courses make a visually prominent horizontal line to break up a wall plane by using a distinct material or implementing a distinct pattern of the material.

4. *Bracket.* A projecting support placed under an eave or other projection with design qualities and details that add emphasis to the roof structure or massing element.

5. *Canopy.* A flat roofed projection attached to a wall and extended over a window, door, or walkway, or a freestanding structure over a walkway or service area that gives protection from the natural elements.

6. *Clerestory Window*. A window high on a wall section above eye level and used to permit light or air into areas that otherwise do not have windows due to functional constraints of the building.

7. *Column*. A supporting pillar, especially one consisting of design qualities and details that add emphasis and ornamentation to a portion of the facade, or any roof structure or area it supports.

8. *Cornice.* An ornamental topping projecting from the wall with design qualities and details that crowns a structure along the top near the roof, with an emphasis that is compatible with but more elaborate than other similar details and ornamentation on the building.

9. *Eaves.* A projecting lower edge of a roof structure overhanging a wall, where larger eaves can increase the prominence of the roof as a "cap" to the building and protect portions of the facade (particularly windows) from the natural elements.

10. *Facade*. The exterior of a building exposed to public view, and particularly the front.

11. *Facia.* The exposed vertical edge of the roof often with design qualities and details that add emphasis and ornamentation to the roof structure.

12. *Foundation*. The base upon which the entire structure sits, designed with stronger, heavier materials, and often includes details and ornamentation to emphasize a buildings connection to the ground. This creates a sense of permanence, and transition to the main wall plane for vertical articulation.

13. *Gable.* The triangular and vertical portion of a wall plane between intersecting roof pitches.

14. *Lintel.* A horizontal beam, typically over a door, window, or storefront to support and add accent to the structure above.

15. *Parapet*. A vertical extension of the wall plane above the roof, typically used to hide a flat or low-sloped roof and the rooftop equipment, or function as a firewall for attached structures.

16. *Pediment*. A gable or ornamental tablet or panel, typically triangular or arched, placed above a point of emphasis on a facade and often supported by columns or pilasters.

17. *Pilaster*. A projecting vertical element on a wall plane used to give the appearance of a supporting column and used to articulate the extent of a wall plane or other component of a facade.

18. *Sidelight*. A window with a vertical orientation along an opening (door or window) that is narrower than the opening but provides emphasis to the importance of the opening with expanded transparency, additional trim and ornamentation, or other architectural details.

19. *Transom.* A window above an opening (door or window) built on a horizontal crossbar that may provide light and/or swing open to add ventilation.

D. **Building Form.** Building form refers to the outward three-dimensional envelope of a building or space affected by the mass, shape, composition, and articulation of building elements.

a. *Mass.* Mass is the volume (height x width x depth or height x building footprint) defined by a structure relative to its surroundings.

b. Shape. Shape affects the massing and refers to the simplicity or complexity of the outer dimensions of surface planes (wall planes or roof planes), and their orientation (horizontal/vertical; symmetrical/asymmetrical).

c. *Composition.* Composition is how the different building elements or materials are arranged to either distinguish or coordinate a particular shape or mass.

d. *Proportion.* The relative physical sizes within and between buildings or distinct components of the building or facade.

e. *Rhythm.* A regular pattern of shapes, including windows, doors, projections or massing, or groups of dissimilar elements that create a repeating pattern.

f. *Articulation.* Articulation is using architectural elements to clearly call out a different portion of the composition, shape, or mass and break the building form into smaller, identifiable pieces.

i. *Horizontal Articulation*. Breaking the mass down through different levels of height on the building, particularly for taller buildings, or by a step back or other voids in the massing.
ii. *Vertical Articulation*. Breaking the mass down through different bays or structural components along the length of the building elevation, particularly for longer, larger footprint buildings.

g. *Primary Entrance Features*. The entrance of a building that establishes the orientation to streets and public spaces, intended to be the main pedestrian or public entrance, and therefore includes enhancements, human-scale details, or social space to show the priority and importance of the space.
   i. For residential buildings the entrance feature typically includes one of the following:
      1. *Porch.* A moderate to large outdoor space shaped by small walls, railings, and/or roof structures, extending across a significant portion of the building frontage, and providing enough space and depth for comfortable gathering and seating.
      2. *Stoop.* An elevated platform, typically 2 to 5 steps, that includes a small seating or gathering area, and is emphasized with enhanced architectural details on the building or the stoop.
      3. *Entry Court.* A small to moderate recession in the building footprint providing access to a more remote entrance, but emphasized with enhanced landscape, edge walls or planning, and gateways, and may include small seating or gathering areas.
   ii. For non-residential or mixed-use buildings the entrance feature typically includes one of the following:

      1. *Arcade or Gallery*. A semi enclosed area along a frontage and includes arches or support columns at regular intervals, and can include habitable spaces on upper stories above the space.
      2. *Marquee.* A flat roofed surface, typically embellished with architectural details and integrated lighting and signs, that creates a large covered areas at the entrance of the building.
      3. *Courtyards or Plazas.* Small to moderate open spaces meeting the site open space design standards, and located to emphasize a building entrance.
      4. Other facade enhancements such as arches, awnings, canopies, pediments, or ornamental windows that express the priority of the entrance.

h. *Altering Form.* Techniques to alter the form of a building and affect the scale include:
   i. Main mass and wing or secondary masses;
   ii. Stepping back in the wall plane, usually larger differences (i.e. >4 feet) at upper story(ies);
   iii. Cantilever or overhangs, usually a smaller distance (i.e. 1 to 4 feet) over a lower story;
   iv. Off-sets or breaks in a wall plane in relation to interior floor plan or outside space, not to the level of creating a wing or secondary mass;
   v. Dormers, including a window and sub-roof within roof structure;
   vi. Projections of an element of the facade composition such as a bay window, entry feature, or eave; and
   vii. Using proportion, rhythm, and articulation in the composition of buildings in addition to or in association with any of the above techniques to allow larger elements to appear smaller or achieve a human-scale.

E. **Scale of Building.** Scale refers to the perceived or relative size of a form in relation to something else – usually a person, a social space (courtyard, lot, streetscape, etc.), or another building. For example, "human scale" refers to how spaces or objects relate to and are experienced or perceived by people at a close range and a slow pace. Scale can be affected by the mass, shape, composition, or articulation of the form to make an otherwise larger form seem smaller or more relatable based on how the components are perceived.

F. **Compatibility.** Compatibility refers to the similarity of buildings and sites to adjacent properties or to prevalent patterns and themes in an area. In general, the elements of compatibility will include combinations of the following:

a. Similar proportions of building masses, particularly nearest to the property lines and other adjacent buildings;

b. Similar orientation of the building including the relationship to streetscapes, the shaping of open spaces, and the locations and arrangements of the building footprint;

c. Similar window and door patterns, including location, size, and proportions;

d. Similar roof lines (planes, pitches, profiles and details);

e. Similar building materials, particularly primary building materials, or where materials differ, they share common textures or color palates;

f. A common architecture style, including the facade composition and materials; however, many styles can allow differences in design within the style.

Note: Compatibility does not necessarily mean the same, but rather a sensitivity to the context, adjacencies, and character of the area. While not all of the above elements are necessary for compatibility, the greater the number that are similar, the greater the compatibility will be. Significant departures from any one element should be compensated with either greater similarity of other elements or by similarity of more elements. Where things are not compatible, transitions should occur through space and landscape buffer designs.

Article 1. General Provisions

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36-1.01 Title

The official title of this chapter (Chapter 36) is the “Springfield Land Development Code.” References to “this chapter” shall be considered a reference to the Springfield Land Development Code.

36-1.02 Purposes

The Springfield Land Development Code is adopted to promote the public health, safety, and general welfare of the city of Springfield and its residents and businesses. Specifically, the regulations have the following purposes:

A. Implement the comprehensive plan, and other plans and programs authorized under the guidance of the comprehensive plan, and in particular the different contexts for planning, design, and development of the city.

B. Ensure long-term value and the physical, social, and economic well-being of residents and businesses through coordinated public and private investment in development and infrastructure.

C. Promote planning and community design that emphasizes distinct places and unique characteristics throughout Springfield.

D. Secure proper arrangement and design of streets to form efficient development patterns, implement multimodal networks, coordinate with existing and planned streets, improve mobility and access, and provide safe, reliable, and efficient movement of people, goods and services.

E. Provide parks, trails, natural areas, and civic spaces and organize development around systems of connected open spaces in a variety of design contexts.

F. Divide the city into zoning districts that promote the character, intensity, and development patterns of distinct places identified in the comprehensive plan.

G. Regulate and restrict the development and use of buildings and land within each zoning district to create compatibility within districts and transitions between complementary districts, uses, and buildings.

H. Secure adequate provisions for water, storm drainage, wastewater, utilities, communication facilities, streets, and other public improvements based upon local, state, and federal requirements and specifications.

I. Provide public safety, community services, and other necessary services and facilities concurrent with development and in a manner that apportions the costs and long-term maintenance of these facilities and services in an equitable manner.

These purposes are further defined by the intent or design objectives associated with specific articles,

sections, or subsections of this chapter.

36-1.03 Applicability

A. **Authority.** The Land Development Code is adopted through the powers granted in the Springfield City Charter and in accordance with the general purposes and authority granted by the Revised Statutes of Missouri, Title VII, Chapter 89, Zoning & Planning.

B. **Jurisdiction.** The Land Development Code applies to all buildings, structures, land, and uses within the corporate limits of the city of Springfield.

C. **General Applicability.**

1. *New Activity.* It shall be unlawful to conduct any development or change or initiate any use of land until all specified development review processes have been followed, all applicable standards have been fulfilled, and all required approvals, permits, or other authorizations have been issued.

2. *Specific Applications.* Articles, sections, and subsections of this chapter may establish more direct and specific applicability of particular standards and procedures.

3. *Existing Situations.* No standard in this chapter shall require any change to existing uses, buildings, structures, or land that was lawfully initiated and properly approved under prior laws, except where this chapter specifically limits the continuation of nonconformances or establishes a lapse in prior approvals.

4. *Continuation of Enforcement.* Any violations of a previously valid and applicable regulation that continue after adoption of this chapter may be enforced under the enforcement provisions of this chapter. The City may, in its discretion, enforce either the previous valid and applicable regulation or the standards of this chapter.

D. **Transition Provisions.** The following rules determine the transition from previous regulations to this chapter:

1. *Applications.* Any official application submitted prior to the effective date and determined a complete application by the Planning and Development (PD Director), shall be reviewed and processed according to the prior standards and procedures. An application submitted prior to the effective date, but determined incomplete, shall be resubmitted and processed according to the regulations in effect at the time of submittal of a complete application.

2. *Prior Approvals.* All permits, zoning site plans, administrative plats or other approvals issued under an administrative capacity prior to the effective date of this chapter shall remain effective for the duration specified with that approval or as provided in the prior code. If no date is specified, they shall remain valid for six months. Any changes or amendments to a prior approval requested after the effective date of this chapter shall be subject to all provisions of this chapter.

3. *Plats.* Any approved preliminary plat may continue to advance to final plat according to the standards, procedures, and time limits of the prior Land Development Code. However, a new preliminary plat shall be required according to this chapter if:
   a. The preliminary plat expires under the conditions of the prior approval; or
   b. The final plat proposes an amendment or substantial change that requires resubmittal of the preliminary plat.

4. *Conditional Use Permits.* Any use operating under a conditional use permit (CUP) or other approval that may be limited to a specific duration or conditions under prior regulations may continue for that specified duration or according to the conditions. Any changes or subsequent approvals of these uses upon expiration of that period shall be processed according to this chapter. An existing use that was not limited by a CUP, but

which requires a conditional use permit under this chapter shall be considered to have been issued the approval according to this chapter limited to the extent of the existing operations. In any case where there is a conflict between the zoning district and a CUP approved prior to the adoption of this chapter, except for where a CUP has modified the regulations of a zoning district prior to the approval of this chapter, the more restrictive of the two shall govern.

5. *Planned Developments.* All planned developments (PDs) approved under the previous zoning regulations shall remain in effect. Applicants may propose changes to the standards of prior approved PDs through a rezoning application and zoning site plan according to the terms of this chapter. There shall be no new PDs approved per this article.

6. *Conditional Overlay Districts.* All existing conditional overlay districts (CODs) approved under the previous zoning regulations shall remain in effect. Applicants may propose changes to the standards of prior approved CODs through a rezoning application and zoning site plan according to the terms of this chapter. In any case where there is a conflict between the new zoning district and approved COD, except for where a COD has modified the regulations of a zoning district prior to the approval of this chapter, the more restrictive of the two shall govern. There shall be no new CODs approved per this article.

E. **Severability.** The several provisions of this chapter are separable, based on the following rules:

1. If any court of competent jurisdiction shall adjudge any provision of this chapter to be unconstitutional, invalid, or illegal, the judgement shall not affect any other provisions of this chapter.

2. If any court of competent jurisdiction shall adjudge the application of any provisions of this chapter to a particular property, building, structure, or use to be unconstitutional, invalid, or illegal, the judgement shall not affect the application of the provision to any other property, building, or structure.

36-1.04 Administration

A. **Staff.** The following city staff positions are responsible for administering specific aspects of this chapter.

1. ***Director of Planning & Development.*** The Director of Planning & Development (PD Director) is responsible for the administration, interpretation, and enforcement of this chapter. The PD Director may consult with any other department or relevant outside agencies to coordinate any plans, policies, and programs of the city that impact the comprehensive plan. The PD Director shall specifically:

a. Prepare and provide development application forms, submittal requirements, and support material to aid in application and administration of this chapter;

b. Oversee the application, review, and administration processes, and prepare presentations, reports, and other technical assistance for review bodies;

c. Coordinate planning and development reviews with corresponding review by other departments for compliance with technical codes, specifications, or related permits and certificates;

d. Set the dates for meetings and hearings before the Planning and Zoning Commission, Board of Adjustment, and Landmarks Board;

e. Issue official interpretations of this chapter when applied to a specific site or context- based on professional planning and community design principles;

f. Approve the use of other resources, guides, and industry standards used in interpreting and administering this chapter;

g. Make all final interpretations of the procedures and standards of these regulations; and

h. Initiate enforcement actions.

2. ***Director of Building Development Services***. The Director of Building Development Services (BDS Director) is responsible for the interpretation and administration of all building codes in Chapter 38. The BDS Director shall coordinate with the PD Director on all zoning, subdivision, and site design interpretation and enforcement issues, and shall coordinate with the PW Director on all public facility interpretation and enforcement issues.

3 ***Director of Public Works***. The Director of Public Works (PW Director) is responsible for the interpretation and administration of all public improvement standards and specifications, and the coordination of private improvements with public improvements. The PW Director shall coordinate with the PD Director on all zoning, subdivision, and site design interpretation and enforcement issues, and shall coordinate with the BDS Director on all building code interpretation and enforcement issues.

4. ***Administrative Review Committee.*** The Administrative Review Committee (ARC) shall perform a secondary review of any administrative decision that is appealed under this chapter and any other review that is directed under this code and issue a final administrative decision by a majority vote. The committee includes the PD Director, BDS Director, PW Director, and may include other representatives in an advisory capacity from Parks, public safety (Police / Fire), Public Health, Environmental Services, City Utilities, or other relevant departments or agencies on a project-specific basis.

B. **Planning & Zoning Commission.** The Planning and Zoning Commission (Commission) is the appointed body of the City responsible for long-range and comprehensive planning, as well as review, recommendations, and decisions on implementation of the comprehensive plan. The Planning and Zoning Commission is established according to Article XI, Section 11.1 of the Springfield City Charter and in compliance with RSMo. 89.320. In addition to all other general planning authority granted by statute, the charter, local ordinance, or bylaws, the Planning and Zoning Commission shall have the specific review responsibilities and authority granted to it under the procedures and standards of City Code.

1. *Membership.* The Planning and Zoning Commission shall be constituted in accordance with the Springfield City Charter. Members shall hold office for a term of four years, as set forth in RSMo. 89.320. Members may be reappointed for a maximum of two terms.

2. *Procedure.* All meetings of the Planning and Zoning Commission shall be open to the public except as otherwise provided by law. The Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions. Every recommendation or decision of the Commission shall be in writing and shall contain the findings of the commission in each case, which shall be immediately filed in the office of the commission and shall be a public record.

3. *Conduct of Hearings by Planning and Zoning Commission.* Public hearings conducted by the Planning and Zoning Commission on any matter over which it has jurisdiction shall be subject to the following procedural rules and the Commission's adopted rules of procedure:

a. Parties in interest, neighborhood and civic organizations, and members of the public shall be afforded an opportunity to appear and be heard at the public hearing, subject to the limitations set forth in the commission's rules of procedure.

b. Members of the Commission shall base their consideration of matters on which the Commission conducts a public hearing upon the following:

(1) Information and comments presented at the hearing, and not upon direct or indirect communication with any party or representative of such party made outside of the hearing;

(2) Reports, memoranda, and other materials prepared by the PD Director, BDS Director, PW Director, and other employees of the City of Springfield, or consultants in connection with the application and made a part of the record at the time of hearing;

(3) Inspections of the site;

(4) The Springfield Comprehensive Plan and adopted goals, objectives and policies related to community development; and

(5) The knowledge of matters of fact held by members of the Commission, provided any such factual matters shall be made a part of the record at the time of the hearing; and any party to the hearing.

c. The Commission shall adopt, and may from time to time amend, such additional procedural rules as it may deem necessary or desirable for the efficient and orderly conduct of its business. Copies of such rules shall be available in the office of the PD Director.

C. **Board of Adjustment.** The Board of Adjustment (Board) is established by Article XI, Section 11.4, of the Springfield City Charter and in compliance with RSMo. 89.080, according to the following provisions.

1. *Membership.* The Board shall consist of five members and up to three alternates, nominated by the City Manager and appointed by the City Council.
   a. Members shall serve without compensation.
   b. Alternates may serve in the absence of, or upon the disqualification of, any regular member.
   c. Members and alternates shall serve five-year terms.
   d. The PD Director shall be an ex officio member without the power to vote and shall act as the secretary for the Board.

2. *Procedure.* Meetings of the Board shall be held at the call of the chairman and at other regular meeting times established by the Board.
   a. All meetings shall be open to the public, except as provided by law.
   b. The Board shall keep minutes of the meetings, showing the vote of each member upon each question, and keep records of its examinations and all other official actions.
   c. Every final decision of the Board on an application shall be in writing and contain a record of the findings for the case, which shall be filed in the office of the Board and be a public record.
   d. The secretary shall make all proceedings and final decisions on applications available to the City Council, Planning and Zoning Commission, Landmarks Board, and other city departments.

3. *Authority.* The Board shall have the following roles under this chapter:

a. To hear and decide appeals where it is alleged that there is an error in any final order, requirement, or decision made by an administrative official in the application or enforcement of this chapter according to the procedures and criteria in Section 36-2.08.
b. To grant variances from the strict application of the terms of this chapter according to the procedures and criteria in Section 36-2.07.
c. To hear any other matters specifically delegated to the Board by ordinance.

D. **Landmarks Board.** The Landmarks Board was established on June 14, 1993, with the merging of historical site board and historic district review board in compliance with RSMo. 253.415, according to the following provisions.

1. *Membership.* The Landmarks Board shall consist of nine members appointed by the City Council.
   a. Members shall serve without compensation.
   b. At least one member shall be an architect with a professional design degree in architecture plus at least two years of full-time experience in architecture, or a state license to practice architecture.
   c. At least one member shall be a licensed real estate agent.
   d. At least one member shall be a historian or architectural historian.
   e. At least one representative shall be a resident, merchant, or property owner from each historic district – Mid-town Historic District, Walnut Street Historic District, and Commercial Street Historic District, or employed full time as an architect, real estate agent, or historian or architectural historian within the district. The historic district representatives may also satisfy one of the other mandatory member requirements.
   f. If more than three historic districts are established by the City Council, one member for each additional district shall be added to the original nine members.
2. Members shall serve three-year terms, and may be reappointed; however, no person shall be appointed for more than two consecutive three-year terms. Members may be appointed to fill the remainder of vacant terms.

3. *Powers, Duties, and Responsibilities.* The Landmarks Board shall have the following powers, duties, and responsibilities:
   a. Adopt its own rules of procedure;
   b. Establish advisory committees as it deems necessary, from both within and outside its membership;
   c. Survey and identify historically and architecturally significant properties as described in Section 36-2.11.B;
   d. Recommend plans and policies with regard to historic preservation;
   e. Prepare written recommendations to the City Council regarding designation of historical or architectural resources
   f. Recommend to the City Council the adoption of ordinances designating historic landmarks and historic districts;
   g. Keep a register of all properties and structures which have been designated as historic sites, historic landmarks, or historic districts, including all information required for each designation. This register shall be known as the Springfield Historic Register;
   h. Prepare, keep current, and publish a map or maps showing the locations and exact boundaries of both proposed and designated historic sites, historic landmarks, and historic districts except that the board shall have the authority to exclude from the map or maps the location of archaeological sites or other prehistoric, historic, or natural features considered to be susceptible to damage, defacement, or destruction;
   i. Conduct a periodic review of the status of designated historic sites, historic landmarks, and historic districts and provide periodic reports on the findings of such review, along with any resolutions or ordinances for action, as considered appropriate, to City Council;
   j. Recommend the promulgation of standards for architectural review in addition

to those cited in Section 36-2.11.B.

k. Consider applications for and to approve or disapprove certificates of appropriateness pursuant to Section 36-2.11.D and prepare written reasons pursuant to that action;

l. Consider applications for and issue or deny certificates of economic hardship pursuant to Section 36-2.11.E and prepare written reasons pursuant to that action;

m. Increase public awareness of the value of historical and architectural resources by developing and participating in public information programs, and by placing monuments and markers at historic sites, historic landmarks, and historic districts designated under this chapter;

n. Advise and assist owners of historic sites, historic landmarks, and properties or structures within historic districts on physical and financial aspects of preservation, renovation, rehabilitation and reuse, and procedures for inclusion on the National Register of Historic Places;

o. Review, evaluate, and comment on proposed zoning amendments, applications for conditional use permits, or applications for zoning variances that affect proposed or designated historic landmarks and historic districts. The PD Director shall send such applications for use permits, rezonings, or zoning variances to the Landmarks Board for comment prior to the date of hearing by the Planning and Zoning Commission or Board of Adjustment;

p. Evaluate, comment on, and make recommendations concerning actions undertaken by other non-city public agencies with respect to the effect of such actions upon historical and architectural resources, including, but not limited to, reviewing applications for demolition permits for structures 50 years or older, or having historic significance as determined by the Landmarks Board;

q. Evaluate, comment on, and make recommendations concerning actions undertaken by other city agencies with respect to the effect of such actions upon historical and architectural resources, including, but not limited to, reviewing applications for demolition permits for structures 50 years or older prior to issuance, or having historic significance as determined by the Landmarks Board;

r. Make recommendations to City Council concerning grants from federal and state agencies, private groups, and individuals and the utilization of budget appropriations to promote the preservation of historic and architectural resources;

s. Make recommendations to City Council concerning the acquisition by gift, purchase, grant, bequest, devise, lease, or otherwise of the fee, any lesser interest, development right, easement (including scenic easement) covenant, or other contractual right, including conveyance on conditions or with limitations or revisions, in any property in the city;

t. Investigate complaints, conduct hearings, and recommend the commencement of actions to enforce the provisions of this section; and

u. Carry out any other action or activity necessary or appropriate to the implementation of this section or which may be specified by City Council.

36-1.05 Interpretation

A. **Rules of Construction.** The following rules shall be used in the application and interpretation of these regulations, except when the context clearly requires otherwise:

1. All words shall have the customary meaning using the Merriam-Webster dictionary, unless specifically defined in these regulations.

2. The present tense includes the future tense, and the future tense includes the present tense.

3. The singular includes the plural, and the plural includes the singular.

4. Lists of examples prefaced by “including the following,” “such as,” or other similar

clauses shall not be construed as exclusive or exhaustive and shall not preclude an interpretation of the list to include other similar and non-mentioned examples.

5. The conjunctive "and" in a list means that all apply; the conjunctives "or" and "and/or" mean the provisions may apply singly or in any combination; and the conjunctive "either...or" means the provisions apply singly but not in combinations.

6. When calculations to determine a requirement of something that cannot be divisible (i.e. parking space, trees) results in fractions, such fractions shall be rounded up to the nearest whole number if the standard is expressed as a minimum requirement and rounded down to the nearest whole number if the standard is expressed as a maximum allowance.

7. "Shall," or "must" is mandatory; "should" or "may" is permissive but a recommended method to best meet the standard or achieve the intent of the standard.

8 A reference to an administrative official shall refer to that official, or their designee, and all references to specific city officials may also include any other designee of the City Manager.

9. Any reference to other official local, state, or federal government rules or regulations shall be to the current versions of those regulations except where any official adoption or reference indicates a specific version.

10. References to a person includes individuals, partnerships, agencies, corporations, or other legal entities and the owner and any other legal, contractual, or authorized representatives of any legal entity.

11. The day of the act that commences a time period shall not be counted and the last day of the time period shall be included, unless it is a Saturday, Sunday or legal city holiday, in which case the next working day shall end the time period. In all other cases Saturday, Sunday or legal city holidays count in the time period.

B. **Conflicts.** All provisions in this chapter shall be considered the minimum requirements to promote the public health, safety, and welfare. In case of a conflict between these regulations and any other adopted and applicable rule, regulation, standard, or limitation, the higher standard shall apply. In deciding the higher standard, the PD Director may consider which is more specific; which is more consistent with the comprehensive plan; which is more consistent with the purposes, intent, and design objectives of these regulations; and which best promotes the public health, safety, and welfare.

1. *Other City Codes.* Other city codes apply in conjunction with these regulations and the higher standard shall control.

2. *Other State & Federal Regulations.* State and Federal regulations may apply independent of these regulations, provided they remain binding on the city. Where such regulations are non-binding or otherwise can be interpreted in conjunction with these regulations, they may apply provided they support the purposes, intent, and design objectives of these regulations.

3. *Private Restrictions*. These regulations shall not impair or interfere with any private restrictions placed on property by deed, covenant, or other private agreement; however, no private agreement shall authorize a violation of these regulations.

C. **Interpretation of Zoning Map.** Where uncertainty exists with respect to any boundary on the zoning district map, the following rules shall apply:

1. Boundaries approximately following streets, other right-of-way, rivers, or streams; the centerlines or extension of these centerlines shall be the boundaries.

2. Boundaries indicated as approximately following property lines; the platted or other official legal line of that property shall be the boundaries, unless the property boundaries on the map have been substantially altered.

3. Boundaries approximately following city limits: the actual city limits shall be interpreted as the boundaries.

4. Boundaries that split any platted lots; the lot shall be interpreted in the district designated to the majority of the lot. In the case of an equal split, the PD Director shall determine the appropriate zoning based on consideration of the comprehensive plan, the context, the surrounding existing uses, and the likelihood of change in context or existing uses in the future.

5. Boundaries that split any unplatted property; zoning may be interpreted as the actual platted boundary provided the future platting approximately follows the zoning boundary. Where any resulting lots have significant discrepancies with mapped zoning boundaries, rezoning may be required.

D. **Non-regulatory Provisions.** Intent statements, design objectives, graphics, and commentary such as captions to graphics or notes in tables, are an aid to interpretation of the standards and criteria. In the event of a conflict between these non-regulatory provisions and a specific standard, the specific standard shall control.

E. **Resources, Guides, & Industry Standards.** Resources, guides, and industry standards that are recognized as a reputable authority in the planning, development, and urban design professions, may be used to supplement interpretation of this chapter. They shall be subject to the approval of the PD Director upon a determination that the content is consistent with the policies of the comprehensive plan and the purposes, intent, and design objectives of these regulations. Any resource, guide, or industry standard approved by the PD Director shall be listed in Appendix A, and at least one copy shall be kept on file with the Department of Planning and Development. These guides shall only be used to aid interpretation and application of the standards, and shall not be used to otherwise modify or conflict with any specific standard in this chapter.

36-1.06 Nonconformities

A. **Intent.** The City permits existing uses, buildings, and lots that were created legally and in conformance with then-applicable requirements, but which do not conform to the current applicable requirements of this chapter, to continue to be put to productive use. The intent of this section is to:

1. Bring as many aspects of these nonconformities into compliance with current regulations as is reasonably practical.

2. Recognize different degrees of nonconformity have different impacts, both in terms of the type and the extent of deviation from the standards.

3. Balance the interests of property owners in past investments and the community or adjacent property owners' interest in investment consistent with the comprehensive plan and this chapter.

4. Discourage or prohibit investment that expands, reinforces, or unnecessarily extends nonconforming situations.

B. **Nonconforming Uses.** Uses that were legally initiated or established prior to the adoption or amendment of this chapter, but which could otherwise not be continued under the current terms of this chapter, may continue to exist subject to the following:

1. The use shall not be expanded beyond the specific area of the site or lot where the use

was legally established, beyond any existing building or structure in which the use is located, or within any building or structure where any structural changes expand the exterior footprint of a building or structure. The PD Director may consider an exception based on the following findings:

a. The expansion is part of routine or ordinary business operation rather than an investment in a change or increase in the physical capacity of the site or building;
b. Any enlargements of the structure or buildings is only to facilitate conforming uses or activities, and does not otherwise allow, encourage, or promote expansion or increase of the nonconforming use; and
c. Any expansions on the lot and site conform with all site development standards and can easily accommodate other future conforming uses.

2. If active and continuous operations are not carried on during a period of one year, the use shall not be reestablished and all subsequent uses shall be in conformance with the provisions of this chapter.
   a. Intent to resume active and continuous uses shall not count towards reestablishing the use. Evidence of a continuous business license is not sufficient to maintain use for this purpose. A business use must be operational to be considered active.
   b. A nonconforming home occupation shall be considered abandoned if the occupants of the dwelling who were conducting the use discontinue either their occupancy of the dwelling or the nonconforming home occupation.
   c. Continuation of an accessory use absent the operation of a principal nonconforming use shall not avoid any abandonment period.
   d. A change of operator or sale of use shall not be considered discontinued, provided that neither the previous or current business or owner combined to cease operation for one year or more.

3. Any change of use shall be to a conforming use, and at that time the nonconforming use shall be abandoned. The PD Director may consider and authorize a change to a lessor nonconforming use considering the extent, intensity, or operations of the use, provided it does not otherwise include investments that extend the period that the property is not conforming to this chapter.

4. Any structure in which a nonconforming use is carried out that is damaged to the extent of more than 50% of the current replacement value shall not be restored to support the nonconforming use, with the exception of detached houses and duplexes, which may be replaced at its prior size as evidenced by records of the county assessor or other official record.

5. Any new activity that triggers specific site design standards shall require full compliance with such standards for the nonconforming use to continue, and the presence of a nonconforming use shall not be used to justify not meeting other applicable standards.

C. **Nonconforming Structures.** Structures other than signs that were legally constructed prior to the adoption or amendment of this chapter, but which could not be constructed under the current terms of this chapter, may continue to exist subject to the following:

1. Rehabilitation or expansion of the structure that increases the degree of nonconformity is prohibited. Other rehabilitation or expansions that require a building permit may occur provided that they comply with all other requirements of this chapter; are not detrimental to the purposes, intent, and objectives of the standards; and do not interfere with development in conformance with this chapter on adjacent property. In general, no repairs or alterations that exceed 50% of the current replacement value of the structure shall be permitted.

2. If damaged by 50% or less of its total current replacement value, the structure may be restored to its original condition if a permit is obtained within 180 days and work is completed prior to expiration of the permit.

3. If the structure is determined obsolete or substandard by virtue of any applicable code beyond this chapter, or is otherwise damaged and the cost of improvement or restoration is more than 50% of the current replacement value, the right to maintain the nonconformance shall terminate.

4. Structures granted variances from the dimensional standards are not considered nonconforming and are not subject to the limitations of this section, provided that the structure and owner comply with any terms of the variance and the circumstances surrounding the variance have not substantially changed.

D. **Nonconforming Site Conditions.** Any site condition associated with a conforming use or structure (such as parking, landscape, open space, or other non-building site characteristic) in existence prior to these regulations, but which are not compliant with the standards of these regulations, may continue to exist subject to the following:

1. Any change of use or expansion of use shall require compliance with the current development standards up to the maximum extent possible, considering the level of investment needed to support the new use and the extent of area being impacted by work to support the new use.

2. Any site development activity on a portion of a site shall require compliance with the current standards up to the proportion that is subject to the development activity. For example, a site that is not compliant with the landscape standards must meet the landscape standards prorated to the portion of the site where development activity occurs, but the remainder of the site may remain nonconforming.

3. Any change of use, building, or site design element that triggers a screening requirement shall require 100% compliance with all screening standards applicable to the site.

4. Expansion of a building by more than 50% of its gross floor area measured prior to the expansion; tear-down and reconstruction of a building; or development of a vacant parcel proposed for development shall require full compliance with all provisions of the Land Development Code.

5. Expansion of a building by 25% to 50% of its gross floor area, measured prior to the expansion; or increase in parking requirements of more than 20% of the number required by this Land Development Code, calculated based on the condition prior to the expansion shall require full compliance with the bufferyards and screening requirements of the land development code. Landscaping shall be required within any new parking lot areas for the number of spaces required.

6. Expansion of a building up to, but less than 25% of its gross floor area, measured prior to the expansion, or increase in parking requirements of up to and including 20% of the number required by this Land Development Code, calculated based on the condition prior to the expansion shall require either streetscape landscaping in the rights-of-way or frontage and foundation landscaping. If buffering or screening is required, then the area within and around the perimeter of the property shall meet the buffering and screening requirements.

7. The site condition and proposed continued use does not present any other apparent risks to the public health, safety or welfare.

8. Enlargements of gross floor areas and parking lots shall be cumulative and when the above thresholds are reached the required standard shall be applied.

E. **Nonconforming Lots.** Any lots platted legally prior to the adoption or amendment of this chapter, but which could not be platted under the current requirements of this chapter, may continue to exist and be used for the uses permitted in the current zoning district, provided development can meet other development standards, or any other criteria for relief from those

standards included in this chapter.

F. **Nonconforming Signs.** Existing signs which do not conform to the specific provisions of these regulations are designated as nonconforming signs. Nonconforming signs must be brought into compliance with this chapter or must be removed when any of the following conditions exist:

1. When the property or premises upon which the sign is located is vacant for a period of at least 180 days.

2. When a sign and/or sign structure is abandoned for more than 180 days, including empty frames.

3. When a sign and/or sign structure is damaged or destroyed and restoration exceeds 50% of its total replacement cost.

4. When the condition of the sign is a violation of any public safety or property maintenance code, and where compliance with those codes would extend the life of the nonconforming sign.

5. When the sign is relocated, replaced, or altered in any way except into compliance with this chapter. This does not refer to the change of copy or normal maintenance.

6. When a structure upon which the sign is placed is relocated, replaced, or altered in any way except in compliance with this chapter.

7. When there is a zoning change initiated by the business or property owner.

The provisions of this subsection shall not apply to nonconforming lighting of signs or nonconforming temporary signs, which shall be brought into compliance within 60 days after the effective date of any applicable standard.

G. **Burden of Proof.** The burden shall be on the applicant to establish that the nonconformity was established lawfully and the entitlement to continuation of nonconforming situations or completion of nonconforming projects according to this section. Owners of nonconformities may request a “certificate of legal nonconforming status” by filing an application with the PD Director.

36-1.07 Enforcement

A. **Violations.** It is unlawful for any building, structure, site element, land development, or land or building use to be constructed, altered, maintained, or otherwise initiated in violation of this chapter. It shall be unlawful for any person to:

1. Do or cause any act or thing prohibited by this chapter;

2. Omit or materially misrepresent any act or thing required by this chapter;

3. Neglect any review process, permit, or other authorization required by this chapter prior to the use of land or buildings, or initiation of development; or

4. Interfere in any manner with persons performing a right or duty under this chapter to interpret, apply, and enforce this chapter.

B. **Proceedings.** The Director may initiate proceedings to prevent or terminate any activity or condition that violates this chapter.

1. To investigate potential violations, the Director may enter lands and buildings to inspect them:

a. when they are public;

b. in commercial areas open to the public;

c. with the consent of any individual authorized to give such consent; or

d. as part of a routine inspection program.

2. If consent to enter lands and buildings is refused by any person authorized to make such refusal, the Director may apply to a municipal court judge for a search and seizure warrant:

a. when the Director believes there is probable cause supporting that such lands, buildings, or both may be in violation of this chapter; or

b. as part of a routine inspection program.

3. A municipal court judge will issue a warrant upon finding probable cause to believe specified lands, buildings, or both may be in violation of this chapter. Said warrant will:

a. include the specific location subject to the warrant and what, if anything, may be searched or seized on the property described; and

b. be served during reasonable hours by a city official seeking to enforce this chapter in the company of a uniformed city policy officer.

4. Without a hearing, the Director may:

a. withhold, suspend, or revoke any permits or licenses previously granted;

b. issue stop work orders;

c. stop processing pending development applications or permits; and

d. withhold any public improvements.

5. The Director may initiate a more formal proceeding, to include an abatement notice and order and the opportunity to be heard, through the process outlined in this section. Such proceeding may be pursued either in the alternative to or concurrently with the above actions.

a. The affected property owner shall have 15 business days from the date printed on the notice to respond to an abatement notice and order; such response is limited to correction of the alleged violation or a hearing request.

b. If a hearing is requested, the final hearing decision shall be enforced according to this chapter.

c. If no response is received within 15 business days, such notice and order shall be deemed final, and the Director may cause:

i. correction of the violation; and

ii. utilities serving the land, building, or use in violation of this chapter to be turned off until there is full compliance.

6. When the Director causes correction of a zoning violation, the Director shall:

a. Prepare a certificate of costs charging the property owner with all costs attendant to any zoning violation correction, including but not limited to title reports, administrative fees, attorney fees, certified deeds, and contractor fees;

b. Place such attendant costs in a recordable lien document to run with the land until all such costs are paid; and

c. Deliver both the certificate of costs and a copy of the recorded lien document to the property owner by at least one of the following methods:

i. personal service;

ii. United States certified mail, postage prepaid, return receipt requested, and regular first-class mail;

iii. FedEx, UPS, or other similar courier; or

iv. Email, upon request.

d. Post the notice in a conspicuous location on the property where the violation exists, unless there has been personal or email delivery.

C. **Notice.** When the PD Director or any other authorized city agent determines there are reasonable grounds to believe a violation of this chapter exists, and the Director wishes to cause correction of any zoning violation or turn off utilities as described above, the Director shall deliver notice of the alleged violation to the property owner or registered agent.

1. Notice delivery shall be by at least one of the following methods:

a. Personal service;

b. United states certified mail, postage prepaid, return receipt requested, and regular first-class mail; or

c. FedEx, UPS, or other similar courier.

Notice shall also be posted in a conspicuous location on the property where the violation exists, unless there has been personal service.

2. Notice must be in writing and:

a. Declare that a zoning violation exists;

b. Declare where the violation exists by street address or some other property identifier;

c. Describe violating conditions;

d. Order the property owner to start correcting the violating conditions within 15 business days of the date printed on the notice;

e. Warn the property owner that, if correction does not begin within 15 business days of the date printed on the notice and continue to completion without unnecessary delay, city personnel may:

i. Cause correction of the zoning violation, with attendant costs charged to the property owner and recorded in a lien running with the land until paid; and

ii. Seek an order from a hearing officer directing that all utilities serving the property in violation be turned off until all zoning violations are corrected.

f. Inform the property owner of the right to a hearing to:

i. Contest the zoning violation declaration, zoning violation order, or any other aspect of the zoning violation proceedings; or

ii. Establish how much delay will be necessary to begin and complete zoning violation correction.

g. Warn the property owner that a failure to request a hearing within 15 business days of the date printed on the notice is a waiver of the right to hearing;

h. Provide the email address of the individual signing the notice; and

i. Direct the property owner to deliver a written hearing request to the department issuing the abatement notice and order by at least one of the following methods:

- Personal service to an individual within the department issue the notice;
- Email to the individual that issued the notice; or
- United States first-class mail, FedEx, UPS, or other similar courier.

D. **Hearing Request.**

1. A hearing request must:

a. be in writing;

b. include the applicant's name and mailing address;

c. briefly describe the applicant's basis for appeal; and

d. state whether the applicant is represented by an attorney and, if so, such attorney's contact information.

2. Upon delivery of a hearing request, city personnel will first seek to resolve correction issues with the property owner. If no such resolution is reached, city personnel will arrange a hearing.

3. Failure to deliver a request for hearing within 15 business days from the date printed on the notice of abatement and order shall constitute waiver of the right to a hearing, and the abatement notice and order shall be deemed final.

4. If, after having requested a hearing, a property owner fails to appear at the hearing, no hearing shall be held and city personnel may cause correction of a zoning violation without a hearing or further legal proceedings.

E. **Hearing Notice**. The hearing notice shall:

1. Be delivered to the property owner and any other individual with an interest affecting title in the property by at least one of the following methods:

a. Personal delivery;

b. United States certified mail, postage prepaid, return receipt requested, and regular first-class mail;

c. FedEx, UPS, or other similar courier; or

d. Email, upon request.

2. Be posted in a conspicuous location on the property where the violation exists, unless there has been personal or email delivery;

3. Specify the date, time, and location for the hearing;

4. Include a copy of the abatement notice and order; and

5. State the identifying case caption, case number, and whether an answer to the notice is required.

F. **Hearing.** Any zoning violation hearing under this chapter shall be held by a duly appointed hearing officer, with such hearing recorded. The hearing officer will hear testimony offered under oath or affirmation, and interested parties may appear in person and by counsel.

G. **Decision.** Hearing decisions shall be issued in writing within 10 days of the hearing and shall included findings of fact, conclusions of law, and any necessary order. Such order shall authorize the Director to apply any enforcement remedies pursuant to this chapter upon finding that:

1. One or more zoning violations exist;

2. Notices have been property given; and

3. Zoning violations have not been corrected.

The hearing decision shall be distributed to the property owner, other individuals with an interest affecting title in the property, and interested city personnel by at least one of the service methods listed in this section.

Hearing decisions shall be deemed final 30 days after issuance unless there is an appeal to circuit court under Section 536.110, RSMo.

H. **Judicial Actions.**

1. Municipal Court.

a. If a person violates this chapter or does not timely comply with a compliance request, the Director may cause a municipal court summons to be issued for prosecution in municipal court.

b. Any person who violates this chapter or does not comply with any order issued under this chapter is in violation of a municipal ordinance and, upon conviction, is subject to punishment under Section 1-7 of the Springfield City Code.

c. In deciding punishment, the court will hear evidence concerning the economic value of continuing the violation and assess a fine sufficient, in the court's judgment, to deter a continuation of the violation.

d. Each day a violation continues after notice is served and charges are filed in municipal court shall be considered a separate offense.

e. Notice is not required to prosecute a violation of this chapter but is required to prosecute failure to comply with an order issued under this chapter.

2. Circuit Court. If a person violates this chapter or does not timely comply with a compliance request, the Director may request that the city attorney obtain an injunction to correct such violation. No fines imposed in municipal court or other proceedings under this chapter shall prevent an injunction to:

   a. Prevent unlawful construction;

   b. Restrain or correct a violation;

   c. Prevent illegal occupancy of a building, structure, or premises; or

   d. Stop an illegal act, conduct, business, or use of a building or structure in or about any premises in violation of this article.

Article 2. Procedures

36-2.01 General – All Applications
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Table 2-1: Summary of Procedures

Application	Eligible Applicant				Notice			Pre-application		Review & Decision				Protest
	Owner	Staff	P&Z	CC	Pub	Mail	Post	Staff Meeting	Neighborhood Meeting	Staff	P&Z	CC	BOA	
Administrative Subdivision (36-2.02.B)	✓							■		D	A			
Annexation (36-2.10)	✓			✓	■			■		R		PH / D		
Major Subdivision – Preliminary Plat (36-2.02.C)	✓						■	■		R	PH / D	Ac / A		
Major Subdivision – Final Plat (36-2.02.D)	✓									D	A	A		
Zoning Site Plan (36-2.03)	✓							■		D	A			
Conditional Use Permit (36-2.04)	✓				■	■	■	■	■	R	PH / D	A		
Rezoning (36-2.05)	✓		✓	✓	■	■	■	■	■	R	PH / R	PH / D		X
Planned Zoning (36-2.06)	✓		✓	✓	■	■	■	■	■	R	PH / R	PH / D		X
Variance (36-2.07)	✓					■	■	○					PH / D	
Appeal of Administrative Decision (36-2.08)	✓	✓	✓	✓		■	■						PH / D	
Text Amendment (36-2.09)		✓	✓	✓	■					R	PH / R	PH / D		
Street Name Change (36-2.12)	✓	✓	✓	✓	■	■	■	■		R	PH / R	PH / D		
Street Vacation (36-2.13)	✓	✓	✓	✓	■	■	■	■		R	PH / D	A		X
	✓ = Eligible to initiate application				■ = Required ○ = Applicant's option					R = Review and Recommendation D = Decision A = Appeal of Prior Decision Ac = Acceptance of Improvements / Dedications PH = Public Hearing				

36-2.01 General – All Applications

A. **Applications & Fees**.

1. *Forms.* Applications required under this chapter shall be submitted to the Department of Planning & Development (PD) on forms supplied by the Department. The PD Director is authorized to establish application forms and submittal requirements to ensure all applications can be evaluated for conformance with this chapter. The PD Director may waive the requirement for any information on standard forms at the time of application, due to the routine nature of the application or due to the context of a particular application making the information inapplicable for review against the criteria.

2. *Fees.* Applications shall be accompanied by a non-refundable fee established by the city's current Fee Schedule. Any application that does not include the required fee shall be returned to the applicant as incomplete. Fees shall not be required with applications initiated by the staff on behalf of the Planning and Zoning Commission or City Council.

3. *Eligible Applicants.* Table 2-1 indicates applicants eligible for each particular application under this chapter, which may include the following:
   a. *Owner*. The record owner of property that is the subject of the application or that owner's agent authorized by written permission of the owner.
   b. *Planning and Zoning Commission.* The Planning and Zoning Commission, acting on its own initiative or through recommendations brought to it by city staff.
   c. *City Council.* The City Council, acting on its own initiative or through recommendations brought to it by city staff.

B. **Concurrent Applications**. When a project requires approvals under more than one type of application, the PD Director may determine that each application may run concurrently based on the following:

1. The information required for each type of application is similar or can be easily coordinated between each application.

2. The notice, timing, procedures, meetings, and review bodies required for each application are similar or can be easily coordinated between each application.

3. The ability of the staff and review bodies to make effective decisions under the review criteria when reviewing the applications concurrently.

In cases where the PD Director determines applications may run concurrently, the application shall be reviewed according to the highest review level of any associated application, and approvals may be conditioned on the final decision of the highest concurrent application. No decision shall be considered final until the last of the required decisions has been made.

C. **Pre-application Meeting.** Pre-application discussions are informational and non-binding and assist applicants with due diligence on formal applications for development or rezonings. Pre-application meetings may be required at multiple stages of a project, early on, while in the design process, or prior to submitting for a building permit.

1. *Applicability.* In addition to the requirements in Table 2-1, pre-application meetings are required for any residential development of two or more units, and any new non-residential construction or additions (commercial, mixed-use, or industrial buildings, site improvement plans, or parking lots). A required pre-application meeting may be waived at the PD Director's discretion for any application that is routine in nature and where the topics can be addressed by general correspondence.

2. *Content.* Applicants shall confer with the PD Director and other city staff or officials designated by the PD Director, to discuss the proposal, including:

a. How the proposed project meets the goals of the comprehensive plan, or other specific plans or policies applicable to the area if a rezoning is requested.
b. The applicant's vision and understanding of the market for the proposed project.
c. The proposed uses, general site layout, and conceptual or anticipated design of buildings, including how the project relates to surrounding sites and public spaces.
d. How the project will contribute to the area and further the intent of the applicable or proposed zoning district.
e. Infrastructure capacity, demands, and impacts on existing or planned facilities.
f. Development review processes and review criteria.
g. Opportunities to improve designs or coordinate the preliminary concepts with other private or public investments in the area.

3. *Review Procedure*. Applicants shall submit all documents required for pre-application review as established in the most recent User's Manual as approved by the PD Director.

4. *Duration.* The pre-application meeting and city staff's comments contained with the report are valid for 6 months after the meeting date provided the proposal has not substantially changed.

D. **Neighborhood Meeting.** A neighborhood meeting shall be required as indicated in Table 2-1, and specifically applicants shall hold a neighborhood meeting prior to the Planning and Zoning Commission public hearing on rezonings, Planned Zonings, vacations of public right-of-way (that are not initiated by the PW Director), and conditional use permits:

1. A neighborhood meeting shall be held at least 21 days prior to the Planning and Zoning Commission public hearing.

2. Notice of the meeting shall be sent by first-class mail, postage paid, at least 15 days prior to the meeting, to at least one record owner of each real property within 500 feet of the development proposal, as shown on the records of the county assessor, and to the president or other association officer(s) of any neighborhood association(s) as on file with the PD Director.

3. It is recommended the meeting be held early enough to provide time for the applicant to consider any neighborhood input, allow any changes to be evaluated by staff, and to resolve any issues if possible. Neighborhood meetings shall not be held on official city holidays or October 31st, December 24th, or December 31st.

4. The mailing shall be performed by the Department of Planning and Development; however, the letters and envelopes including postage shall be prepared by the applicant. The neighborhood letters shall be submitted to the Department of Planning and Development for mailing one business day prior to the deadline as set forth in paragraph 2. A file copy of the letter shall be provided to the Department of Planning and Development. The notice letter shall contain the following and any additional information as required by the PD Director:
a. Description of existing conditions or zoning and proposed changes or proposed zoning.
b. Meeting date, time and location.
c. Applicant or their representative's contact information.
d. Development review notice and comment cards.

5. The meeting shall be held on the property involved in the application or in the immediate vicinity. The meeting shall be scheduled from 4:00 to 6:30 p.m.

6. Following the neighborhood meeting and at least 10 days prior to the Planning and Zoning Commission public hearing, the applicant shall submit a summary of the meeting to the Department of Planning and Development including the following in

order:
a. Development application;
b. Meeting date, time, and location;
c. Number of invitations that were sent and how the mailing list was generated;
d. Number of neighbors in attendance with an attached sign-in sheet;
e. List of issues raised, any verbal comments and how the applicant plans to respond; and
f. Additional information, such as comment cards, letters from neighbors, shall be attached to the summary.

7. If the applicant does not submit the information listed above at least ten days prior to the Planning and Zoning Commission public hearing, the application shall be considered incomplete and the commission shall table the case and may continue the public hearing to the next meeting or a later meeting agreed to by the applicant. The applicant shall be responsible for all fees related to notifying the neighbors that the application will automatically be tabled. This notice of tabling will be sent by the Department of Planning and Development.

E. **Staff Review.** Upon receipt of an application or resubmittal, the PD Director shall take the following steps:

1. *Determination of Complete Application*. If an application is determined incomplete, the PD Director shall notify the applicant of the specific ways in which the application is deficient. No further processing of the application shall occur until the deficiencies are corrected. If a deficient application is not corrected within 30 days of the notice, the PD Director may determine that the incomplete application is withdrawn. If an application is complete it shall be processed for formal review.

2. *Staff Review.*
a. The PD Director shall coordinate review by the Department of Planning and Development Department after a complete application, and consult with the Department of Building and Development Services, the Department of Public Works, and other appropriate departments the PD Director determines may be impacted by the application.
b. The PD Director may require review by the Administrative Review Committee (ARC) as established in Section 36-1.04.
c. The PD Director may determine if other referral agencies are appropriate based on the application and has discretion to add any other relevant or applicable agency to the list. The following agencies may be requested to review and comment:
(1) Adjacent county and municipal governments;
(2) State of Missouri department offices;
(3) Gas and electric utility providers;
(4) Telecommunications and cable providers;
(5) Public safety agencies (Police, Fire, EMS, Health);
(6) School districts;
(7) Water and sewer utility providers; and
(8) Other special district, local, state, or federal government agencies or impacted entities.
d. Failure to receive comments from referral agencies shall not be considered approval by the agencies and may allow the PD Director to delay the application. However, if the applicant demonstrates sufficient due diligence in attaining comments, the PD Director may allow the application to proceed.
e. The applicant shall be responsible for coordinating all subsequent requirements, plan amendments, or fees required to satisfy agency requirements, and for notifying any agency prior to final review of any changes that may affect their comments on initial plans.

3. *Staff Comments.* The PD Director shall coordinate staff comments on a complete application and may provide the applicant the following information in writing:
a. Comments or recommended changes based on the results of any referral

agency comments, neighborhood meetings, or staff review.

b. A list of any additional information necessary to support the application or address any comments or recommended changes.

c. If the applicant chooses not to address any comment or recommended change, a written statement shall be included with the resubmittal that demonstrates a good faith effort to address the issue and provide reasonable rationale why the comment cannot be addressed. The applicant may request to schedule the application for official review based on this rationale.

d. If the applicant fails to submit revisions or otherwise address any comments from the PD Director in writing for more than 120 days, the PD Director may:

(1) Postpone the application based on the applicant's request and any reasonable justification for a delay in addressing comments; or

(2) Determine the application withdrawn and the review terminated. Any further action will require a new application and fees.

4. *Scheduling.* Applications that have completed staff review and addressed any comments or recommended changes, shall be scheduled for further review or processing according to these regulations.

5. *Staff Report.* The PD Director shall prepare a staff report for applications that require review and decisions by other review bodies. The report shall identify the appropriate policies, plans, regulations, and review criteria, and identify relevant facts of the application. The PD Director shall publish or otherwise make the report available to the applicant and public prior to the review body meeting, in association with the public meeting agenda and packet.

F. **Notice.** Notice shall be provided for each application as indicated in Table 2-1, which shall provide the date, time, place of the meeting, and general information on the application including the location, type of application, and where additional details may be found.

1. *Published*. Where published notice is required, notice shall be published in an official newspaper or a newspaper of general circulation in the city of Springfield at least 15 days prior to the public hearing or meeting.

2. *Posted*. Where posted notice is required, notice shall be posted by the applicant on the property or near the proposed site, visible to surrounding properties and the general public from adjacent public ways, according to the following:

a. The PD Director shall determine the number, type, size, content, and specific location of signs based on the context of the property and to provide visible and clear notice to the public. One sign shall be posted for each 150 feet of street frontage up to a maximum of three signs, and at least one sign on each street frontage.

b. The applicant shall ensure that signs are posted at least 10 days prior to the public hearing or meeting.

c. The applicant shall make a reasonable, good-faith effort to maintain posted notice throughout the proceedings.

3. *Mailed.* Where mailed notice is required, the City shall mail notice at least 15 days prior to the hearing or review meeting by first class mail to all owners of real property, as shown on the records of the county assessor, adjacent to or within 185 feet of the subject property.

4. *Specific Content.* All notice that is required to be published or mailed shall contain the following:

a. The name of the applicant as it appears on the application.

b. The name of the property owner, if different from the applicant. If there are multiple owners, only three names shall be listed and a full list shall be on file with the application.

c. The street address or common description of the property involved.

d. A concise and accurate description of the nature of the request.
e. The date, time, and place of the public hearing or meeting, and whether it includes the right to testify (e.g. public hearing).
f. The place at which further information on the application may be obtained and examined.

5. *Failure of Notice.* Any failure of published, posted, or mailed notice shall not invalidate any subsequent process or decision in the PD Director's discretion. In making this decision, the PD Director shall consider whether:
a. Good faith efforts were made to comply with notice, and the failure of notice was beyond the applicant's or City's control;
b. Technical errors in the notice were made, but constructive and actual notice was available to all interested parties; or
c. The failure of notice is not otherwise influential to the proceedings, criteria, or record established for the decision.

G. **Public Hearings.** Where public hearings are required by Table 2-1, the following procedures apply:

1. The hearing shall be conducted and a record of the proceedings shall be preserved.

2. Any interested person or party may appear and be heard in person or by agent, and the review body may require that this testimony and any evidence or exhibits be under oath or by affirmation.

3. The review body may request testimony or a report on the application from any government official or agency, experts, or any other person with information pertinent to the application.

4. A public hearing for which proper notice was given may be continued to a later date without again requiring notice provided in this section if the specific date, time, and place of the continued hearing is announced at the original hearing.

5. If the review body is a recommending body, a written summary of the meeting and the recommendation shall be forwarded to the decision-making body.

6. A review body is authorized to establish meeting procedures and bylaws regarding specific conduct and management of public hearings, within the parameters of these regulations.

H. **Action by Review Bodies.** Required review bodies are indicated in Table 2-1. A review body may take any action on the application consistent with notice given or criteria in these regulations, or recommend such action when the review body is a recommending body, including the following:

1. Approve the application.

2. Approve the application with conditions or modifications that make it more consistent with the standards and review criteria. Any modification to plans prepared by a licensed professional shall require review and consent by the licensed professional.

3. Deny the application, with specific reasons for the denial.

4. Continue the application to allow further analysis. The continuation period shall not be more than 60 days from the initial meeting without the consent of the applicant.

5. In the case of City Council, remanding of the application to the recommending body, e.g., the Planning and Zoning Commission, shall occur when either (1) the applicant has requested a remand to make a substantive change to the application at issue; or (2) new evidence has been presented to City Council that was not presented to the recommending body, provided that good cause for such omission is established.

a. Such remand shall be issued in a written order that includes the following parameters as guidance from City Council:
   (1) The issue prompting the application to be remanded;
   (2) The specific question(s) City Council desires the recommending body to answer;
   (3) Any specific evidence or testimony that City Council desires to be provided before the recommending body issues its new recommendation; and
   (4) Any limitations on additional evidence and testimony City Council desires to restrict.

b. Following the completion of all steps included in the written remand order, the recommending body will issue a new recommendation to City Council. If no action is taken on the remanded item, the same recommendation will be deemed made and will be sent back to the City Council.

c. Such remand shall be placed on the agenda of the next regular meeting of the recommending body following completion of all necessary steps.

d. New notice and publication of the public hearing on the remanded item shall be required, to be paid by the applicant unless otherwise specified by City Council.

I. **Appeals.** Where no appeal process is designated in Table 2-1, the decision shall be final and only appealed as authorized by law. Any final decision made under this chapter by an administrative official may be appealed according to Section 36-2.08. Where a review body is designated as the appellate body in Table 2-1, the following appeal procedures apply:

1. Appeals shall be filed with the PD Director within 15 days of the final decision by a public review body or 30 days of the final decision by any administrative official.

2. Appeals shall identify the exact provisions in dispute and whether it is incorrect due to one or more of the following:
   a. It was against specific standards of this chapter;
   b. It was an unreasonable interpretation or application of the standards or review criteria;
   c. It was erroneous, based on the record and facts reviewed by the decision-making body; or
   d. It was otherwise clearly contrary to law.

3. The following persons and entities shall have standing to appeal the action of the review body:
   a. The applicant;
   b. The City Manager, on behalf of any public official, department, or public body; or
   c. Any other person who has a right to appeal by law.

4. Prior to forwarding any appeal to the appropriate appellate body, the Administrative Review Committee shall perform a secondary review of the application and issue a final administrative decision. Based on the final administrative decision the applicant may either withdraw the appeal or continue with the appeal before the applicable appellate body.

5. The appellate body shall consider the application based on the established record, within 60 days of a filed appeal. It shall give deference to the previous review body but may take any action authorized by the decision-making body under this chapter if it determines that a clear error was made.

6. The procedure and required notice for any appeal that advances to the appellate body shall be the same for the appeal as required of the original application.

J. **Technical Studies.** The PD Director, on behalf of any public official, department, or agency, the Planning and Zoning Commission, or the City Council, may require applicants to submit technical studies necessary to evaluate the application. Technical review by outside entities

with expertise or jurisdiction over some aspects of the application may be required in place of, in addition to, or in association with any studies. Examples of technical studies that may be required include traffic studies, infrastructure capacity and impact analysis, geologic or hydrologic studies, environmental impact and biological assessments, noise studies, market studies, or fiscal and economic impact studies. The persons or firms preparing the studies shall be subject to the approval of the PD Director and the respective public official or department. The costs of all studies shall be borne by the applicant. Any application that is determined to require technical studies or review from entities outside of the city may require special schedules based on the reasonable time frames to conduct those studies or additional reviews.

K. **Permits.** Upon final approval as specified for each application in this section, applicants may proceed with all permits necessary to construct buildings, infrastructure, and site improvements. Additional details, plans, and specifications necessary to show full compliance with the standards of this chapter, other applicable city codes and specifications, or other agency requirements or laws may be required.

36-2.02 Plats

A. **Applicability.**

1. *General Applicability*. Plat applications are required to:
   a. Design and coordinate streets, open spaces and other civic places with developable lots and buildings;
   b. Establish or alter the legal boundaries of property in coordination development patterns, infrastructure, and services; and
   c. Account for public infrastructure, access, and services; community facilities; development patterns; or other long-range growth and development considerations prior to potential fracturing of ownership and as individual development projects occur.

2. *Specific Applicability.* Plat applications may be initiated by the property owner, and specifically shall apply to:
   a. Any combination of lots or division of land into more than one lot or parcel;
   b. Any adjustment that alters the legal boundaries or potential ownership patterns of legally established parcels or previously platted lots, except those by operation of law, acquisition by a public entity, or by court order; and
   c. Any development on previously unplatted property where access or connections to public infrastructure or public streets will be required, where public or private easements will be required to build infrastructure; or where the development is otherwise determined to increase the impact on public infrastructure or community facilities.

3. *Types of Plats and Applications.* Plat applications are classified and processed as one of two types:
   a. *Administrative Subdivisions.* Administrative subdivisions are routine applications that impact the legal disposition of property (property lines, easements, etc.) but do not significantly alter development patterns or impact public infrastructure or services.
   b *Major Subdivisions.* Major subdivisions are all other land divisions or development impacting development patterns, right-of-way, or public infrastructure or community facilities, which typically require a comprehensive review through preliminary plat and final plat procedures.

B. **Administrative Subdivision.** Administrative subdivisions shall be processed according to the following criteria and procedures:

1. *Eligibility.* The following situations are eligible for administrative subdivision processes:
   a. *Administrative Property Line Adjustment*. Only in instances of a property line dispute, a minor encroachment, or a court-ordered and certified survey to confirm the alteration of legal boundaries of previously platted lots or legally

established tracts of record prior to March 26, 1956. Absent a court-ordered and certified
survey, only a single lot line may be adjusted as part of an administrative property line adjustment.

b. *Administrative Lot Combination.* A certified survey to confirm the combination of previously platted lots or legally established tracts of record prior to March 26, 1956, into fewer lots.
c. *Administrative Plat*. A certified survey to confirm the alteration or the division of one or more platted or un-platted parcels or of legally established tracts of record prior to March 26, 1956, into no more than five additional lots from the parent parcel.
d. *Administrative Condominium Plat*. A certified survey to confirm the legal boundaries of a unit or structure on a lot of record of an existing structure or structures on a common element.
e. *Administrative Plat Correction.* A certified survey or other legal instrument acceptable to record that corrects a tract, parcel, or lot was legally established and corrects an error or omission from prior legal instruments that results in no observable impacts on the development pattern or potential development.
f. *Administrative Tract Certification.* A certified survey or other legal instrument acceptable to record that confirms a tract or parcel as legally established in the present configuration prior to annexation into the city, under a prior code at the time of its recording, or prior to March 26, 1956.

2. *Review Criteria.* An administrative subdivision may be approved by the PD Director if the PD Director determines that all of the following are met:
   a. Each lot meets the standards of this chapter and can meet the design and development standards of the applicable zoning district;
   b. No new streets or public dedications are needed for the application, except that dedications of additional right-of-way on existing streets or alleys or new easements may be included provided they are formally accepted and deeded to the City;
   c. Each lot is already served by public sewer and public water and only extensions of facilities internal to the block or lot are necessary to serve future development;
   d. No significant impact on public infrastructure nor interference with existing service levels will result from potential development, and adequate services to the proposed lots can be accomplished at the time of development; and
   e. Each lot has the necessary improvements required by this code or can provide these facilities in coordination with and at the time of development, including access, utilities, and stormwater requirements.
   f. For condominium plats, the development meets all physical standards and patterns for development of the lot(s) and building(s), except for the individual ownership of units within the lot(s) or building(s) and complies with the final plat establishing the lot(s) of record for the project and the applicable state condominium laws.
   g. Any application not classified as an administrative subdivision or not meeting these criteria shall be processed as a major subdivision.

3. *Review Procedure.* In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to administrative subdivision applications.
   a. If the PD Director determines at any point in the process that the application is not eligible for an administrative subdivision or is otherwise trying to evade the major subdivision process, the PD Director may deny the application and require the applicant submit a new application as a major subdivision.
   b. The PD Director shall make the final decision on administrative subdivisions, and the decision may be appealed to the Planning and Zoning Commission.
   c. The PD Director shall inform the applicant of a decision in writing within 30 days of the determination of a complete application.
   d. The applicant may appeal a final decision by the PD Director to the Planning and Zoning Commission after a secondary review by the Administrative

Review Committee.

4. *Effect of Decision.*
   a. The applicant shall submit the approved administrative subdivision and all other required documents and certificates in the proper format to the City for execution of signatures.
   b. The City shall record the administrative subdivision and executed documents with the Greene County Recorder of Deeds.
   c. The administrative subdivision shall become effective after recording, and the applicant may proceed with building permits and all other applicable permits consistent with the approved subdivision.
   d. An administrative subdivision not recorded within one year shall expire and any further action shall require a new application.

C. **Major Subdivision – Preliminary Plat.** Any subdivision not eligible as an administrative subdivision is a major subdivision that shall require approval of a preliminary plat. A preliminary plat shall be processed according to the following specific procedures.

1. *Applicability.* The preliminary plat provides detailed planning review of development patterns, street networks and design types, block and lot layout, and the ability to meet public facility and utility requirements for future development, prior to preparation of detailed construction and engineering plans. The PD Director may allow a preliminary plat and final plat to be processed simultaneously for more routine applications, provided the submittal requirements and criteria for both applications can be met.

2. *Review Criteria.* A preliminary plat shall be reviewed according to the following criteria:
   a. The development and infrastructure are arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land.
   b. The arrangement and proposed design of streets, open spaces, and blocks meet the development and design standards of the subdivision regulations.
   c. The proposed blocks and lots are capable of meeting all development and site design standards of the applicable zoning district, including lot and development standards, frontage design standards, and access standards.
   d. The application demonstrates a preliminary likelihood of being able to meet the design, construction, performance, and maintenance requirements for all required improvements.
   e. Any phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases.
   f. Any impacts identified by specific studies or technical reports, including a review of storm water, traffic impacts, and access management are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.
   g. The design does not impede the construction of anticipated or planned future public infrastructure or other development within the area.
   h. The recommendations of professional staff or any other public entity or review agencies asked to officially review the preliminary plat.

3. *Review Procedure.* In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to preliminary plat applications:
   a. Any application may be coordinated with a rezoning in Section 36-2.05 or a planned zoning in Section 36-2.06.
   b. The PD Director shall schedule complete applications for a public hearing before the Planning and Zoning Commission.
   c. The Planning and Zoning Commission shall review the preliminary plat, and a preliminary plat that conforms with the standards of this chapter and criteria of this section shall be forwarded to the City Council for a recommendation to accept any dedicated land. A preliminary plat that does not meet the standards or criteria may be denied by the Planning and Zoning Commission.
      (1) Any street or public facility included in a major street plan approved by

the Planning and Zoning Commission or other specific plan for public facilities, regardless of local, state, of federal status, shall not be accepted or constructed unless it is first approved as a preliminary plat by the Planning and Zoning Commission prior to construction through a preliminary plat or other capital improvements and design review.

(2) Any street or public facility not approved by the Planning and Zoning Commission in this manner shall only be accepted or constructed by a two-thirds approval of the entire membership of the board having jurisdiction over the street of public facility

d. The applicant may appeal a denial of a preliminary plat by the Planning and Zoning Commission to the City Council.

e. Based on the Planning and Zoning Commission recommendation, the City Council shall reject or accept the preliminary plat, and if accepted determine if the land or easements proposed to be dedicated for public use and the proposed public improvements shall be accepted by the City.

f. The City Council may accept the land and improvements on the preliminary plat contingent on the subsequent filing and recording a final plat that substantially conforms with the preliminary plat, and upon the PW Director certifying that the public improvements have been made or secured in accordance with city standards.

4. *Effect of Decision.*

a. The approval of the preliminary plat does not constitute an acceptance of the subdivision but authorizes preparation of the final plat and design and construction of improvements in conformance with the preliminary plat.

b. An approved preliminary plat shall be effective for two years, except that any complete submittal of final plat for any phases indicated on a preliminary plat shall stay the two-year period, and on approval of a final plat a new two-year period may begin for remaining portions of the preliminary plat.

c. The Planning and Zoning Commission may grant a one-year extension on a preliminary plat if the applicant demonstrates substantial progress towards the design and engineering requirements necessary to submit a final plat or other circumstances beyond their control that make the delay reasonable, and if based on finding that no substantial changes in the area will affect the originally approved application. Otherwise, a new preliminary plat is required.

d. If a final plat is not submitted within these parameters, the preliminary plat shall expire, and any further activity shall require a new preliminary plat.

e. The approval of a new preliminary plat prior to the expiration of a previously approved preliminary plat shall automatically render any previously approved preliminary plat invalid.

D. **Final Plat.** After approval of the preliminary plat, the applicant may submit a final plat for all or for portions of the preliminary plat area subject to a phasing plan approved with the preliminary plat. A final plat shall be processed according to the following specific procedures.

1. *Review Criteria.* A final plat shall be reviewed according to the following criteria, as well as all criteria applicable to the preliminary plat review.

a. The layout and design of the final plat substantially conforms with the approved preliminary plat considering:

(1) The number and size of lots and tracts;
(2) The block layout, street designs and access;
(3) The open space systems and civic design elements;
(4) The location and capacity of infrastructure systems; and
(5) Any phasing of the development, improvements, and community amenities.

b. The required public improvement plans have been formally accepted.

c. All required improvements, dedications, fees, financial guarantees, and maintenance guarantees are provided.

d. The recommendations of professional staff or any other public entity asked to officially review the final plat.

e. Deviations in the final plat may be considered to substantially conform to an approved preliminary plat and may be approved if the change:
   (1) Is justified by greater details in planning, design, and engineering in furtherance of the preliminary plat;
   (2) Complies with all applicable zoning standards, subdivision design standards, and meets the intent and design objectives of those standards;
   (3) Does not increase the impact of any development on required improvements beyond the capacity for required improvements identified in the preliminary plat;
   (4) Does not impact any condition of the Planning and Zoning Commission or City Council associated with the approval of the preliminary plat;
   (5) Is consistent with development concepts in the preliminary plat in terms of land uses, scale, and intensity of development, and in no case changes the number of lots, dwelling units, buildings, or sizes of blocks and open spaces by more than 10%; and
   (6) If technical studies were required with the preliminary plat, the author of the study shall submit an amendment noting that the change does not impact any findings of the study.

f. Any other changes to the preliminary plat, including significant changes in the phasing or dedication of public land and right-of-way, may require approval by the Planning and Zoning Commission and acceptance of the City Council.

2. *Review Procedure.* In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to final plat applications:
   a. The applicant shall identify all improvements to be constructed, either according to the required improvements listed in this chapter or by a specific agreement for the project approved as part of the preliminary plat. The applicant shall submit final plans and specifications for these improvements, and ensure construction of these improvements or financial guarantees as provided in Section 36-3.04.
   b. The staff shall review the final plat for conformance with the planning and design elements, and the engineering specifications, and a final plat that meets these criteria shall be approved.
   c. A final plat that does not meet these review criteria may require reprocessing as a revised preliminary plat.
   d. The PD Director shall make the final decision on final plats, and the decision may be appealed to the Planning and Zoning Commission after a secondary review by the Administrative Review Committee. The Planning and Zoning Commission decision may be appealed to the City Council.

3. *Effect of Decision.*
   a. The applicant shall submit the approved final plat and all other required documents and certificates on proper forms to the City for execution. Approval may be conditioned upon payment of all other applicable fees and execution of all applicable agreements prior to recording.
   b. The City shall record the approved final plat and executed documents with the Greene County Recorder of Deeds.
   c. The final plat shall become effective after recording, and the applicant may proceed with building permits and all other applicable permits consistent with the approved plat.
   d. No substantial site construction may begin until all final plat documents are executed and recorded, applicable fees paid, and plans and agreements for required improvements are in place according to Section 36-3.06. A building permit shall not be issued until the completion, inspection, and acceptance of all required improvements, unless otherwise agreed to in writing with the City.

36-2.03 Zoning Site Plan

A. **Applicability.** The zoning site plan process reviews development projects to ensure compliance with applicable development standards, compatibility with surrounding property and potential future development, and coordination with other necessary permits or improvements required for the project. Zoning site plan applications may be initiated by the property owner or owner's representative. The zoning site plan process specifically applies to any of the following:

1. Any new nonresidential or multifamily buildings;

2. New detached houses or multi-unit houses where three or more buildings are proposed;

3. Expansion or alterations to an existing multifamily or nonresidential building that change the footprint by more than 10% or significantly alter the form of the building envelope or character of exterior elevations on more than 25% of the exterior;

4. Any site development activity that adds impervious surfaces greater than 5% of the lot;

5. A change of use that is potentially more intense than the existing use, or that could otherwise trigger associated site development activity, such as parking, access, traffic circulation or intensity, landscape, or screening;

6. Any other changes to existing buildings or site that significantly alter the exterior appearance, or that impact access, circulation, or abutting streetscape designs. This excludes ordinary maintenance to any existing building, structure, or site design element; or

7. Any development that meets the criteria for a nonconformity in Section 36-1.06.

B. **Review Criteria.** The following criteria shall be considered when evaluating zoning site plans and determining compliance with the standards of this chapter, and in exercising any discretionary approvals or interpretations associated with the zoning site plan:

1. *Generally.*
   a. The plan meets all applicable standards and meets the criteria for any performance standard, guidelines, exceptions, or modification permitted in this chapter.
   b. The plan is consistent with any conditions on prior approvals by the Planning and Zoning Commission or City Council associated with the property.
   c. The application can reasonably be assumed capable of meeting the criteria for all subsequent permits and authorizations needed to build the project as proposed.
   d. The plan does not undermine the goals or objectives of the comprehensive plan that are applicable to the area of the project or interfere with future development on adjacent property that would be in accordance with the plan.
   e. The plan does not present any other apparent risks to the public health, safety, or welfare based on other relevant codes, specifications, or industry standards.

2. *Site Design and Engineering.*
   a. The plan provides safe access and internal circulation and appropriately balances vehicle, bicycle, and pedestrian needs based on the context and street type.
   b. The plan provides or has existing capacity for utilities and other required improvements to serve the proposed development, and appropriately stages or phases improvements with potential future development on the site or in surrounding areas.
   c. The plan provides adequate management of storm water and utilizes green infrastructure practices when possible.
   d. The plan provides proper grading considering prevailing grades, relationship to adjacent sites, and avoids inherent hazards from topographic, geologic, or physical features on the site.

3. *Landscape and Open Space Design.*

a. The plan creates an attractive aesthetic environment and improves relationships to the streetscape and other nearby public, civic, or common spaces.
b. The plan enhances the environmental and ecological functions of un-built portions of the site and makes effective use and conservation of natural resources.
c. The plan minimizes the exposure and adverse impact of more intense activities or components of the site or building on the streetscape and on adjacent properties.

4. *Building Design.*
a. The location, orientation, scale, and massing of the building creates appropriate relationships to the streetscape and to adjacent properties.
b. The selection and application of materials will promote proper maintenance and quality appearances over time.
c. The building reinforces the character of the area and reflects a compatible architectural relationship to adjacent buildings. Specifically, if there is any prevailing consistency or commonality in the scale, forms and features, and materials of buildings in the vicinity, they inform choices on the proposed building.

C. **Modifications.** The PD Director or Planning and Zoning Commission may consider modifications when applying standards to a specific plan so that the best design solution may be applied to a particular context or site. The applicant shall clearly identify in the application and on a separate zoning site plan where a modification is requested, propose a justification and alternative that meets the criteria, and a decision on each proposed modification shall be clearly indicated on the plans or by written decision associated with the application. The major modification process shall not require any public notices. The Planning and Zoning Commission decision on major modifications is final. The PD Director (minor modification) or Planning and Zoning Commission (major modification) shall use the following criteria to make decisions on a proposed modification:

1. Conditions of the site make strict compliance with the standard impractical or ineffective.

2. A proposed alternative equally or better meets the intent and design objectives of the applicable standard.

3. The modification is the minimum necessary to address the conditions, and is within any other limitations established for the applicable standards.

4. The modification does not undermine or conflict with other applicable site or building standards, or result in negative impacts on adjacent sites.

5. The modification is not strictly for the convenience of a specific project, but is justified under any of the following broader community benefits:
a. Aesthetic considerations that permit better coordination of the lot and building with the established character of the immediate area;
b. Improved environmental performance, considering stormwater, energy use, building performance, landscape design, or operational impacts of the use;
c. Increased pedestrian or bicycle accommodations;
d. Enhanced civic design considering the relationship of the site and building to streetscapes and open spaces;
e. Adaptive reuse of an existing building, additions to an existing building, or infill on an existing lot that accommodates development comparable to that on adjacent property; or
f. Better serves public health and safety considerations.

6. The modification may be based on any additional conditions or requirements reflected in the plan, including stricter compliance or increases in other relevant standards (e.g. setback reduction considered in association with greater building height limitations; etc.).

7. The modification is limited in degree as specified in Table 2-2.

Table 2-2: Zoning Site Plan Modifications

Site Design Element	Minor Modifications (Staff Discretion)	Major Modification (Planning & Zoning Commission Discretion)
Article 5 & 6: Development & Dimension Standards (Sections 36-5.03 Residential; 36-6.03 Nonresidential)		
Lot Area	10%	15%
Lot Width	5%	10%
Building Setback	20%	40%
Building Coverage	10%	20%
Building Height	15%, up to 5' max.	30%, up to 1 story max.
Open Space Design	5%	10%
Article 5: Residential Design Standards (Section 36-5.04)		
Frontage Design, Building Design	Table 5-3 (Residential Frontage Types & Design Standards) determines the minor and major modification process. Proposed frontage type requires that all requirements within the proposed frontage type be met. Frontage and building design modifications are justified based on general criteria in this section and specific criteria in Section 36-5.04.	
Article 6: Nonresidential Design Standards (Section 36-6.04)		
Frontage Design, Building Design	Tables 6-2 (Nonresidential Frontage Design) and 6-3 (Building Design) determine the minor and major modification process. Proposed frontage design or building design type requires that all requirements within the proposed frontage type be met. Frontage and building design modifications are justified based on general criteria in this section and specific criteria in Section 36-6.04.	
Article 7: Access & Parking		
Vehicle Access	Dependent on PW Director approval and access management policy and guidelines or TIA for the plan	Any non-compliant access for nonresidential uses on a street classified as a major collector or higher.
Internal Sidewalks	15%	25%
Required Parking	10%	25%
Parking Landscape	10%	15%
Parking Dimensions	5%	n/a
Loading Requirements	25%	50%
Article 8: Landscape & Site Design		
Required Landscape	15%	25%
Buffers Dimension	5%	10%
Buffer Planting	10%	15%
Fences & Walls	10%	15%
Outdoor Lighting	5%	15%
Article 9: Signs		
Size & Height	n/a	5%
Location	n/a	10%
Quantity	n/a	n/a

[1] American National Standards Institute (ANSI) Z-60.1-2014 American Standards for Nursery Stock or newer edition.

D. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to zoning site plan applications.

1. Zoning site plan applications shall be accompanied by an access plan demonstrating compliance with Section 36-7.03 of this chapter and Chapter 98.

2. Zoning site plans may require coordination with applications for building permits when necessary to determine compliance with the standards in this chapter.

3. The PD Director shall determine if concurrent review of any other department or agency is required, or otherwise coordinate review with other required permits.

4. Any zoning site plan proposing a major modification shall require review and a decision by the Planning and Zoning Commission. The PD Director shall forward the application to the Commission with a review and analysis of the plan subject to the approval criteria, and analysis of the modification criteria.

5. A zoning site plan may be required to accompany applications that require review by other review bodies, such as conditional use permits, rezonings, or variances.

6. Except for applications requiring review by other review bodies, the PD Director shall make the final decision within 45 days of a complete application, and may condition the decision on meeting the requirements of other departments subject to the standards and specifications of all required permits.

7. The PD Director shall notify the applicant of a decision in writing, either by returning a set of plans stamped “approved” or otherwise indicating other conditions for a decision or reasons for a denial.

8. The applicant may appeal a final decision by the PD Director to the Planning and Zoning Commission after a secondary review by the Administrative Review Committee.

E. **Effect of Decision.** Approval of a zoning site plan shall be valid for 18 months, and authorize the applicant to proceed with building permits and all other applicable permits consistent with the approved plan. The PD Director may grant one extension for up to one additional year if justified by reasons beyond the applicant’s control and where surrounding conditions or applicable standards have not changed.

36-2.04 Conditional Use Permit

A. **Applicability.** A conditional use permit (CUP) provides flexibility for different uses within a zoning district and allows the potential for additional uses subject to specific conditions. These uses are not generally appropriate throughout the district, but due to the specific design, operational characteristics, or context of the application, the use may be appropriate based on a case-specific discretionary review. Conditional use permits may be initiated by the property owner for uses identified as conditional uses in the zoning district, according to Table 4-3.

B. **Review Criteria.** Conditional use permits shall be reviewed according to the following criteria:

1. All criteria for zoning site plan review in Section 36-2.03B are met, including any conditions or additional requirements identified in this chapter for the specific use.

2. The application furthers the intent of the proposed zoning district and is consistent with the comprehensive plan.

3. Compatibility with the area and other allowed uses considering characteristics such as hours of operation, visible and audible impacts, traffic patterns and parking demands, scale and intensity of buildings and activity on the site, and other potential impacts on

adjacent property.

4. The long-range plans applicable to the site and surrounding area are not negatively impacted considering the permanence of the proposed use and structures, the permanence of other uses and structures in the area, and any potential changes in character or uses occurring in the area.

5. Whether a limited time period for the permit is reasonably necessary to either limit the duration of the use, reassess the use against changing conditions in the area, or require periodic reporting or review of the permit.

6. The recommendations of professional staff or other technical reviews associated with the application.

7. Whether any additional site- or use-specific conditions are necessary to meet these criteria.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to conditional use permit applications.

1. Applications shall be accompanied by a zoning site plan where it is necessary to review conformance with standards of this chapter and any design or performance criteria for the particular use. Where the proposed use does not involve proposed development or changes to the site, a plot plan of existing conditions may be submitted.

2. The PD Director shall schedule complete applications for a public hearing before the Planning and Zoning Commission.

3. The applicant shall hold a neighborhood meeting at least 21 days prior to the Planning and Zoning Commission public hearing, and supplement the application with results from that meeting at least 10 days prior to the hearing.

4. The Planning and Zoning Commission shall hold a public hearing and make a final decision at or within 15 days of the close of the public hearing.

5. Any such Conditional Use Permits shall be designated by a “CUP” on the Official Zoning map with a numeric reference to the specific ordinance and zoning site plan included.

6. The applicant may appeal a final decision by the Planning and Zoning Commission to the City Council in accordance with Section 36-2.01.I.

D. **Effect of Decision.**

1. Approval of a conditional use permit shall authorize the applicant to proceed with building permits, business licenses, and other applicable development or construction permits.

2. Approval of a conditional use permit shall be valid for 18 months, and the PD Director may grant one extension for up to one additional year if justified by reasons beyond the applicant’s control and where surrounding conditions or applicable standards have not changed. Any application not acted upon through issuance of a building permit or occupancy permit according to the approval and conditions within this period shall be void.

3. A conditional use permit may be revoked or modified with additional conditions by the City through the same procedures approving the permit, upon a finding that the conditions of approval have not been met, or that the use has otherwise violated the provisions of this chapter.

4. Minor changes to an approved conditional use permit may be approved by the PD Director limited to the following:
   a. A change of ownership provided all conditions and criteria of the permit are met, and provided the new owner demonstrates the likelihood to continue to comply with all standards.
   b. Any change to any associated zoning site plan provided it meets the criteria in Section 36-2.03, and does not violate any required conditions of the approval.
   c. A change in operations that is otherwise determined by the PD Director to not have a significant impact on any adjacent property, is consistent with the criteria and conditions for approval of the original conditional use permit.
   d. Any other change shall require an amendment to the conditional use permit through the same process as the original approval.

36-2.05 Rezoning

A. **Applicability.** The rezoning process provides review of changes to the boundary of zoning districts that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in policies with respect to future development. Application for a rezoning may be filed by the property owner, the City Council, or the Planning and Zoning Commission, or by city staff on behalf of these city entities.

B. **Review Criteria.** Review, recommendations, and decisions for a proposed rezoning shall be based on evaluating and balancing the following criteria:

1. The proposed district is consistent with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.

2. Whether the area has changed since the existing zoning has been in place, or it is changing to a degree that it advances the public interest to rezone the property.

3. The proposed district will enable development in character with existing or anticipated development in the area considering:
   a. The design of streets, civic spaces, and other open space;
   b. The mix, density, or intensity of potential uses;
   c. The pattern, scale, and format of buildings and sites enabled by district standards;
   d. The compatibility with and transition to other districts, development, or uses in the vicinity; and
   e. Any reasonably anticipated negative impacts can be mitigated by applicable development standards or planning, design, and engineering practices applicable to the site.
   f. Any rezoning application conditioned on a zoning site plan may be evaluated based on that plan; otherwise, the entirety of what may be enabled by the zoning district shall be considered with the above criteria.

4. The City or other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the proposed district, including capacity of the surrounding street network and access on specific street frontages.

5. Reasonable viable economic use of the subject property will be precluded if the proposed rezoning is denied.

6. The recommendations of any professional staff or advisory review bodies, and any additional testimony or evidence on the record.

7. Any relevant information submitted or presented at the public hearing.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following procedures shall apply to rezoning applications:

1. Applications may be accompanied by a conceptual, non-binding zoning site plan to demonstrate conformance with the comprehensive plan. In the instance that staff requires more information to ensure conformance with the comprehensive plan, the PD Director may require that applications for rezoning include a zoning site plan where:
   a. The request presents a potentially incompatible transition to adjacent property based on intensity of potential uses, scale of potential development, or other operational characteristics permitted in the proposed district;
   b. The generally applicable site design and development standards of the proposed district may not adequately address the potential adjacencies or compatibility issues considering the context and scale of the proposed rezoning; and
   c. The rezoning criteria in Section 36-2.05.B cannot be adequately evaluated absent some type of plan framing the extent and characteristics of future development beyond what is generally allowed in the district.

2. Applicants may propose that a rezoning request be conditioned on a zoning site plan for a specific development application.
   a. In this case, the zoning site plan shall be evaluated according to the criteria in Section 36-2.03.B.
   b. The Planning and Zoning Commission may recommend and the City Council may approve the request based on any specific elements, conditions, or limitations proposed in that plan, including uses, scale, and intensity of development.
   c. Any such rezoning shall be designated by a "-C" on the Official Zoning Map with a numeric reference to the specific ordinance and zoning site plan included.

3. The PD Director shall schedule complete applications for a public hearing before the Planning and Zoning Commission.

4. The applicant shall hold a neighborhood meeting at least 21 days prior to the Planning and Zoning Commission public hearing, and supplement the application with results from that meeting at least 10 days prior to the hearing.

5. The Planning and Zoning Commission shall hold a public hearing and make a recommendation at or within 15 days of the close of the public hearing, and forward its recommendation to the City Council.

6. The City Council may recommend the application be returned to Planning and Zoning Commission for further study, additional information, or reconsideration of the recommendation or conditions. Failure by the Commission to consider or revise its recommendation within 60 calendar days shall be considered a resubmission of its original recommendation. Alternatively, based on the information provided at the public hearing the City Council may choose to modify or override the Planning and Zoning Commission recommendation or any specific condition.

7. In case of a valid protest against a proposed change, approval shall require a favorable vote by two-thirds of all members of the City Council. A valid protest shall:
   a. Be filed with the City Clerk at least 24 hours prior to the Council regular meeting for consideration, and be verified by the City Clerk prior to the meeting;
   b. Be signed by the owners of 30% or more of either the areas to be included in the proposed change, or of the area within 185 feet of the boundary, excluding right-of-way and alleys.

8. Approval of a rezoning shall be by ordinance approved by the City Council.

D. **Effect of Decision.**

1. The PD Director shall make the change on the official zoning map by an actual change or other record identifying the ordinance and affected property.

2. The zoning shall remain in effect unless changed by the City Council according to the procedures in these regulations.

3. All subsequent development shall occur according to the district standards and subject to zoning site plan, building permit, or other applicable development review and permitting processes.

4. In the case of a rezoning that is approved contingent on a zoning site plan:
   a. All elements of the zoning site plan shall be considered binding unless specifically excluded by the Planning and Zoning Commission in its recommendation or the City Council in its decision and ordinance.
   b. Any other elements not depicted on the zoning site plan or elements specifically identified as non-binding are still subject to all standards of this code. Compliance with generally applicable standards shall be indicated on an updated plan prior to building permits.
   c. Modifications to zoning site plans shall only be permitted according to the standards and criteria in Section 36-2.03.C., except the modification shall be evaluated based on the extent modified from the plan rather than from the applicable standards.
   d. No modifications shall be allowed to any specific conditions in the City Council ordinance or if any elements of the zoning site plan are specifically called out by the Planning and Zoning Commission recommendation and City Council decision as ineligible for modifications.
   e. The Planning and Zoning Commission may recommend, and the City Council may require any of the following conditions to meet the rezoning and zoning site plan criteria:
      (1) Restrict uses beyond those otherwise allowed in the zoning district;
      (2) Increase landscape, bufferyards, or open space beyond what is required by this chapter;
      (3) Limit building scale and location more strictly than otherwise permitted by the development standards;
      (4) Increase the district performance standards beyond those required by this chapter regarding operations, noise, lighting, compatibility, or other mitigation of off-site impacts;
      (5) Timing and concurrency of any offsite improvements necessary to support the intensity of development and according to associated technical studies; and
      (6) Any other design or development standards depicted on the zoning site plan, included by notes on the zoning site plan, or included in the ordinance adopting the rezoning.

5. No application for rezoning, other than an application initiated by the City Council or the Planning and Zoning Commission, shall be filed or allowed prior to the expiration of six months from the time that the City Council shall have finally acted on any application for rezoning of all or any part of the same lot, tract or parcel of ground, unless the application previously acted upon was initiated by the City Council or the Planning and Zoning Commission, or, during said six months interval, property adjoining or abutting the lot, tract or parcel of land or within 185 feet of the lot, tract or parcel of land shall have been rezoned by the City Council.

36-2.06 Planned Zoning

A. **Applicability.**

1. *General Applicability.* Planned zoning applications are integrated plans and codes to implement projects based on development and design plans for a specific area. The plans establish more refined distribution and relationships of land uses, more specific arrangement of building types and development intensity, or more detailed application of design and development standards than otherwise provided by the comprehensive plan and this code. The process enables flexibility in the otherwise applicable development and design standards based on the plans, but offers predictability for city departments, community stakeholders, and private entities engaged in development and redevelopment activities. Planned zoning is a type of rezoning initiated by the City Council, Planning and Zoning Commission, or property owners, provided that property owner initiation requires the participation and authorization of all property owners in the plan.

2. *Specific Applicability*. Planned zonings shall require a sufficient area to implement planning and design concepts that generate broader community or public benefits, and not simply to facilitate individual projects or to permit adjustments or deviations on a site- specific basis. The development plan shall generally include at least 5 acres; however, the PD Director may permit smaller applications based on any of the following circumstances:
   a. The application is an addition to a previously approved planned development and is effectively an extension of those areas or projects;
   b. The application affects a smaller area of potential development, but the context, plan, and design concepts of a larger study area meet the intent and applicability for planned zoning; or
   c. The area is completely unique and distinct from the surrounding areas, and the criteria and broader benefits from planned zoning are only applicable to the smaller area.

B. **Area Plan Content**. Planned zoning shall require preparation and approval of an area plan that includes the following general components, which may be created in unison or in coordinated stages:

1. *Existing Conditions.* A summary evaluation of the current state of the area potentially including land uses, structures, infrastructure, circulation pathways, public spaces, and natural features, currently anticipated improvements, and relative potential for desirable redevelopment.

2. *Vision & Development Plan.* A vision and development plan presents the design and development goals for area through a series of maps, illustrations, and narratives, or similar planning documents. The vision and development plan shall determine the general character, scale, intensity, and arrangement of development and uses within area, including any transitions within the plan or sub-areas for distinct goals and objectives. The vision and development plan shall identify relationships to adjacent areas and establish the policy, planning, and design basis for any flexibility proposed through the regulating plan.

3. *Public Space Plan.* A public space plan is a design plan for the public realm. It outlines the location, design characteristics, and functions of all proposed streets and open and civic spaces – whether public, common, or private – and creates the framework for the plan. A public space plan that includes all elements for a preliminary plat in Section 36-2.02, including dimensions of streets, open spaces, blocks, lots, and tracts, may be proposed as an official application for a preliminary plat where new development will occur.

4. *Regulating Plan.* The regulating plan serves as the zoning regulations for the area. The regulating plan shall be a supporting overlay on the base zoning district(s) or

propose any changes to the base zoning district(s). The regulating plan shall address the following land use and development standards, particularly where deviations from the base district standards apply:

a. Specific land uses, and any limitations or conditions associated with any use.
b. Building types, lot standards, and development standards for eligible building types or lots applied on a block or lot basis.
c. Landscape and open space design including streetscapes, frontages, open space and site standards coordinating with the public space plan.
d. Other site development or performance standards affecting parking, access, screening, and building design.
e. Any specific development review processes applicable to implementing future development according to the plans and regulations.

Absent any specified deviations, additions, or subtractions in the regulating plan, the base district standards shall apply.

C. **Review Criteria.** Review, recommendations, and decisions for planned zoning shall be based on the following criteria:

1. The area plans apply the goals and objectives of the comprehensive plan and the intent and design objectives of this chapter to the area in more specific detail.

2. The regulating plan may supplement, modify, or waive standards to allow the project to better meet or exceed the intent statements of the applicable or proposed base zoning district(s) and design objectives of any specific standards.

3. The benefits from any flexibility in the proposed plans and regulations promote the general public health, safety and welfare of the community and surrounding areas, and the proposed flexibility is not strictly to benefit the applicant or a single project. Specifically, the flexibility should serve one or more of the following:
   a. Adjustments based on existing conditions of the area that are desirable to maintain and incorporate into the development and design plan;
   b. Establish better transitions to adjacent development with additional limitations, conditions, or enhanced site design requirements;
   c. Better integrate multiple projects that could otherwise only be done in separate zoning districts;
   d. Maintain and reinforce the established character of the area or initiate a unique character that can strengthen the appeal and identity of the general area;
   e. Improve non-conventional accessibility, including pedestrian, bicycle, transit, or mobility impaired people;
   f. Adaptive reuse, infill development, or development that preserves cultural assets or heritage resources;
   g. Sustainable development and design strategies including low-impact site design, green buildings, or resource conservation;
   h. Coordinate with economic development strategies or other official policies and programs related to land use and development.

4. The area plans must meet all of the review criteria for a rezoning in Section 36-2.05.B.

D. **Review Procedure.** In addition to the general procedures in Table 2-1 and Section 36-2.01, the following specific procedures shall apply to planned zoning applications.

1. The planned zoning application is a type of rezoning and shall follow the procedures in Section 36-2.06.C.

2. The planned zoning process involves at least two steps: the area plan establishing the zoning and any necessary deviations (existing conditions, vision and development plan, public space plan, and regulating plan); and zoning site plans for development of specific components of the area plan. Platting may also be required.

3. Based on the complexity of projects and extent of advanced planning and urban design necessary to support the development, the PD Director may require, or the applicant may elect, breaking the review of the elements of an area plan in subsection B. into more than two steps to review concepts and preliminary designs prior to approval of the full area plan and proposal of regulation adjustments.

4. In cases where new development is proposed, land may need to be subdivided or streets and public lands dedicated in order to carry out an area plan. The platting process is a separate process but may run concurrently with the planned zoning process, as specified in Section 36-2.01.B.

5. All development in planned zoning districts shall require zoning site plan review according to Section 36-2.03. The Planning and Zoning Commission may recommend, and the City Council may approve regulating plans that require zoning site plan applicability and review processes different from what would otherwise apply.

E. **Effect of Decision.** Approval of a planned zoning shall have the same effect as rezoning property; however, approval of individual component plans or where the plans are approved in steps, will have the effects specified below.

1. *Vision & Development Plan.* Approval of the vision and development plan and existing conditions without any other plans shall only mean that the basic concepts are agreed to in principle as conforming to the intent of the comprehensive plan and any other plans or policies created under the guidance of that plan. In association with approval of the other plans, approved vision and development plans serve as a more specific representation of the intent and policy objectives for the area.

2. *Public Space Plan.* Approval of a public space plan shall only mean that the basic development patterns and community design and infrastructure concepts are agreed to in principle as conforming to the intent of the comprehensive plan and any other plans or policies created under the guidance of that plan. However, approval of a public space plan may have the same effect as approval of a preliminary plat as specified in Section 36-2.02, provided it includes or is accompanied by information required for preliminary plats.

3. *Regulating Plan.* Approval of the regulating plan, in association with the other components of the planned zoning, shall have the same effect as a rezoning specified in Section 36-2.05. Sites governed by an approved regulating plan shall be designated on the Official Zoning Map with a “PZ” followed by a consecutive number.

4. *Final Development.* After the area plan has been approved and prior to applying for building permits for final development, any project included as part of a planned zoning shall first require approval of a zoning site plan and a final plat if required. In addition to all other information and criteria required for those applications, submittals under an approved planned zoning shall include all necessary information to demonstrate that all applicable standards, requirements, and conditions of the area plan have been met.

36-2.07 Variance

A. **Applicability.**

1. *Design Variance.* A design variance provides relief from a strict interpretation of the zoning and site design and development standards of this chapter which, when applied to a particular property and in a specific context, limits all reasonable use of the property. Design variances may be initiated by the property owner.

2. *Use Variance.* A use variance provides relief from a strict interpretation of the use regulations which, when applied to a particular property and in a specific context,

prevents all use of the property. Use variances may be initiated by the property owner.

B. **Review Criteria.**

1. A design variance shall be reviewed and approved only on the finding that all of the following conditions are met:
   a. Unique physical conditions not ordinarily found in the same zoning district and that are not created by the property create practical difficulties in meeting the standard;
   b. The strict application of the regulations constitutes an unnecessary hardship upon reasonable use of the property. Economic considerations alone shall not constitute unnecessary hardship if a reasonable use for the property exists under the standards of this chapter;
   c. The design variance will not adversely affect the public safety or general welfare;
   d. The design variance will not undermine the purpose of the ordinance, the intent of the zoning district or standards, or any other required professional design standard or specification;
   e. The design variance will not adversely affect the rights of adjacent property owners or residents; and
   f. The design variance is the minimum necessary to relieve the conditions and permit reasonable use of the property.

2. A use variance shall be reviewed and approved only on the finding that all of the following conditions are met:
   a. Unique physical conditions not ordinarily found in the same zoning district and that are not created by the property create unnecessary hardship in meeting the standard;
   b. The strict application of the regulations constitutes an unnecessary hardship upon all permitted use of the property, i.e., no permitted use of the property can be made absent a use variance;
   c. The use variance will not adversely affect the public safety or general welfare;
   d. The use variance will not undermine the purpose of the ordinance, the intent of the zoning district or standards, or any other required professional design standard or specification;
   e. The use variance will not adversely affect the rights of adjacent property owners or residents; and
   f. The use variance is the minimum necessary to relieve the conditions and permit any reasonable use of the property.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements are specific to both design and use variance applications.

1. The Board of Adjustment shall hold a hearing at its next regularly scheduled meeting 28 days after the PD Director determination of a complete variance application.

2. The Board may impose conditions and requirements that best assure the criteria for approval are in place and maintained, and any violation of these conditions shall be considered a violation of the ordinance.

3. The Board shall document all decisions in writing, including the grounds for its decision based on findings of fact regarding all criteria, within 30 days after the public hearing. The decision shall be filed with the PD Director, who shall provide the decision to the applicant, other persons requested to be notified.

4. The concurring vote of four members of the Board shall be necessary to grant a design or use variance.

5. The PD Director will record the decision with the Greene County Recorder of Deeds.

D. **Effect of Decision.**

1. An approved variance shall become effective when recorded with the Greene County Recorder of Deeds. The PD Director shall record the written approval, and upon recording the applicant may proceed with any necessary building permits, licenses, or other permits authorized in the variance.

2. Any decision not acted on within one year of the decision by the Board shall expire.

3. A variance recorded and acted upon shall run with the land to the extent the zoning of the subject property remains in place, unless vacated by the Board through the same procedures and criteria for granting the variance.

4. Any person aggrieved by a final decision of the Board may appeal the decision to the district court within 30 days of the Board's vote on the final decision.

36-2.08 Appeal of Administrative Decision

A. **Applicability.** The appeal of administrative decisions is a process to determine if there was an error in order, requirement, decision, or determination made by an administrative official in the interpretation, administration, or enforcement of this chapter. Appeals may be filed by any aggrieved person, or by any officer, department, board, or agency of the city affected by any final decision by an administrative official.

B. **Filing.** Appeals shall be filed with the secretary of the Board of Adjustment and with the official who made the decision within 30 days of the final decision.

1. The appeal shall be on forms provided by the PD Director and include all information required by the PD Director and any additional information relevant to the decision and criteria for appeals.

2. Prior to forwarding any appeal to the Board, the Administrative Review Committee shall perform a secondary review of the application and issue a final administrative decision.

3. Based on the final administrative decision the applicant may either withdraw the appeal or continue with the appeal before the Board.

4. The official from whom the appeal is taken shall forward all relevant information regarding the decision to the Board.

C. **Effect of Filing.** An appeal stays all proceedings in furtherance of the action appealed from unless the official from whom the appeal is taken certifies to the Board of Adjustment after the notice of appeal that a stay could cause imminent peril to life or property. In such case, proceedings shall not be stayed other than by a restraining order, which may be granted by the Board of Adjustment or by a court of record.

D. **Action and Review Criteria**. The Board of Adjustment shall hold a hearing at its next regularly scheduled meeting 28 days beyond the filing of an appeal.

1. The appellant and official shall be notified in writing of the date, time, and place of the hearing.

2. In exercising the appeal power, the Board shall have all the powers of the official from whom the appeal is taken, and the Board may reverse or affirm, wholly or partly, or may modify the decision being appealed.

3. The Board shall grant the administrative official's decision a presumption of correctness, placing the burden of persuasion of error on the appellant, and an appeal shall be sustained only upon finding that the official was in error.

4. The Board shall make a decision and file written findings with the PD Director within 30 days of the hearing, and the PD Director shall notify the applicant and administrative official of the decision.

5. The concurring vote of at least four members of the Board of Adjustment is necessary to approve an appeal and override an administrative official's decision or interpretation.

6. The PD Director will record the decision with the Greene County Recorder of Deeds.

E. **Effect of Decision.** The decision by the Board of Adjustment shall have the same effect as a decision made by the administrative official. The PD Director shall refund any appeal application fee if the Board determines there was an error. Any person, including any city official or review body, aggrieved by a decision of the Board may bring an action in the district court within 30 days of the final decision of the Board.

36-2.09 Text Amendment

A. **Applicability.** Amendments to the text of these regulations may be initiated by the City Council or the Planning and Zoning Commission, or by city staff on behalf of these entities.

B. **Review Criteria**. A text amendment shall be reviewed according to the following criteria:

1. It is consistent with the comprehensive plan.

2. It furthers the purposes of these regulations in Section 36-1.02 and has been considered for both its long-range effects as well as immediate impacts.

3. Whether it is necessitated by a change in conditions in the zoning district or specific areas impacted by the change.

4. The amendment improves the effectiveness and efficiency of administering the Land Development Code.

5. Any relevant information submitted or presented at the public hearing.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements shall apply to text amendment applications.

1. Applications may be accompanied by a related comprehensive plan amendment, or a more specific plan, provided that amendment or plan has met all of the legal and policy requirements for plan approvals independent of the proposed text amendment.

2. The City Council may recommend the application be returned to the Planning and Zoning Commission for further study or additional information at its next regular meeting. Failure by the Planning and Zoning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.

D. **Effect of Decision.** Amendments to the text of these regulations shall be approved by the City Council in the form of an ordinance and be effective after the date specified in the ordinance. The PD Director shall incorporate approved amendments into this chapter by reference to the specific amending ordinance, and indicate the newly applicable provisions and the replaced provisions, or by recodification of the official code that incorporates the approved amendment.

36-2.10 Annexation

A. **Applicability.** The City of Springfield may annex property in compliance with RSMo. 71.012.

B. **Review Criteria.** A request for annexation shall be reviewed according to the following criteria:

1. The annexation is reasonable and necessary for the proper development of the city; and

2. The City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time.

C. **Review Procedure.** In addition to the general requirements in Table 2-1 and Section 36-2.01, a notarized petition shall be submitted requesting annexation and shall be signed by the owners of all fee interests of record in all tracts of real property located within the area proposed to be annexed.

D. **Effect of Decision.** Annexations shall be approved by the City Council in the form of an ordinance and be effective after the date specified in the ordinance.

1. *Zoning Classification*. Upon annexation into the City of Springfield, such annexed territory shall retain its county zoning classification until City Council has had an opportunity to reclassify the territory properly under this chapter. Such zoning reclassification shall occur within 6 months of annexation.

2. *Building Permits*. The owner, lessee, or any other person, firm, or corporation owning, controlling, constructing, supervising, or directing the construction of any building or structure in the process of construction and which is incomplete at the time the land upon which it is situated is annexed into the City of Springfield may proceed with the construction, alteration, or completion thereof without obtaining a building permit from the Department of Building Development Services of the City of Springfield, provided a building permit has been legally obtained from the county in which the property is located and all conditions and requirements of the permit are met. If construction has not commenced prior to annexation, a permit shall be obtained from the Department of Building Development Services.

36-2.11 Historic Designations

A. **Intent.** The intent of this section is to:

1. Promote the designation and use of historic sites, historic landmarks, interior landmarks, and historic districts for the educational, cultural, economic, and general welfare of the public through the preservation, protection, and regulation of buildings, sites, monuments, structures, interiors, and areas of historic interest or importance within the city of Springfield;

2. Safeguard the city's historic, aesthetic, and cultural heritage as embodied and reflected in such improvements, landscape features, and districts;

3. Preserve and enhance the aesthetic quality of neighborhoods;

4. Stabilize, improve, and sustain property values;

5. Strengthen the city's economic base by the stimulation of conservation and reuse of historic structures;

6. Ensure the harmonious, orderly, and efficient growth and development of the municipality;

7. Foster civic pride in the beauty and the noble accomplishments of the past; and

8. Establish a visual archive of buildings, sites, monuments, structures, interiors, and areas of historic interest or importance within the city of Springfield which are slated to be removed from the landscape.

B. **Criteria.** Review bodies shall consider one or more the following criteria for designation of a historic site, historic landmark, interior landmark, or historic district under this section:

1. Has significant character, interest, or value as part of the city, region, state, or nation's history, or is associated with the life of a personality significant to the past.

2. Is the site of a historic event with a significant effect upon the development, heritage, or cultural characteristics of the city, region, state, or nation.

3. Exemplifies the cultural, political, economic, social, or historic heritage of the community.

4. Portrays the environment in the era of history characterized by a distinctive architectural style.

5. Embodies those distinguishing characteristics of an architectural type or engineering specimen.

6. Is the work of a designer or architect or contractor whose individual work has influenced the development of the city, region, state, or nation.

7. Contains elements of design, detail, materials, or craftsmanship which represent a style unique to the past.

8. Is a part of or related to a square, park, or other distinctive area and thus should be developed and preserved.

9. Represents an established and familiar visual feature of the neighborhood, community, or skyline, owing to its unique location or singular physical characteristics.

10. Is part of or related to a distinctive geographical area which should be developed or preserved according to a plan based on cultural, historic, or architectural motif.

11. Has yielded, based upon physical evidence, or is likely to yield information important to history or prehistory.

12. In addition, the Landmarks Board shall consider the site, structure, object, or district in light of its integrity of:
    a. Location;
    b. Design;
    c. Setting;
    d. Materials;
    e. Workmanship;
    f. Feeling;
    g. Association; and
    h. Its suitability for preservation and reuse.

C. **Designation.** In addition to general application procedures in Section 36-2.01, the specific procedures in Table 2-3 apply to designations of historic properties.

Table 2-3: Designation of Historic Property		
	Historic Site	***Landmark or District***
Nomination	▪ By resolution of LB, PC, or CC; ~~or~~ [1] **or** ▪ By owner	▪ By resolution of LB, PC, or CC; ▪ By owner; or ▪ By verified petition (district only) [2]
Notice	Prior to submitting the nomination application to the Planning and Development Department, the preparer of the nomination shall notify the owner(s) of the site, landmark, or district 15 days in advance by certified mail of the proposed application site, landmark or district nomination. Such notice is not required if the preparer is the current property owner(s). Forms supplied by city, and mailing done by city, but applicant shall supply letter, envelopes, and postage.	
Landmarks Board Hearing and Recommendations	▪ Public hearing 36-2.01G ▪ Action according to 36-2.01.H at or within 28 days of hearing ▪ Recommendations to designate forwarded to City Council (see C.1 below) ▪ Failure to recommend designation is only forwarded to City Council on applicant's initiative and within 10 days of Landmarks Board action	
City Council Declaration of Intent to Designate	n/a	▪ Considered at its next regularly scheduled meeting ▪ Action according to 36-2.01.H (See C.2 below for effect of decision)
Planning & Zoning Commission Public Hearing / Recommendation	n/a	▪ Considered at its next regularly scheduled meeting; public hearing according to 36-2.01.G ▪ Action according to 36-2.01.H ▪ A protest may be filed according to 36-2.05.C
City Council Decisions	▪ Considered at its next regularly scheduled meeting; public hearing according to 36-2.01.G ▪ Action according to 36-2.01.H (See C.3 below for effect of decisions) ▪ A protest may be filed according to 36-2.05.C.8	
Notification of Designation	n/a	~~1.~~ Registered letter to all owners ▪ Notice to Landmarks Board and city departments. ▪ City Clerk shall file certified notification with Greene County Recorder of Deeds

[1] Owner consent is not a requirement prior to listing on the Springfield Historic Register.
[2] A verified petition of the owners or authorized agent requires at least 30% of the owners within a proposed district as measured by the land area of the property.

1. *Landmarks Board Recommendation.* The Landmarks Board recommendation to designate property shall include at a minimum the following items:
   a. A statement that the nominated property does or does not meet the criteria for designation;
   b. A statement of the attributes of the area or site as such attributes relate to and comply with the designation criteria;
   c. A statement of the significant exterior architectural features of the nominated historic site or historic landmark or interior landmark or types of significant exterior architectural features of structures within a nominated historic district that should be protected;
   d. A statement of whether, in the board's review, the designation is in compliance with prior actions of the City Council approving plans and programs. It shall be the duty of the PD Director to report to the Landmarks Board as to the existence of such plans and programs which might have application to the property proposed for designation and, further, to offer a professional opinion as to whether the proposed designation is in accordance with such plans and programs;
   e. A statement of the relationship of the nominated historic site, historic landmark, interior landmark, or historic district to the ongoing effort of the Landmarks Board to identify and nominate all potential areas and structures that meet the criteria for designation;
   f. A map showing the location of the nominated historic site, historic landmark, interior landmark, or the boundaries of the nominated historic district;

g. A picture or pictures of the nominated historic site, historic landmark, interior landmark, or historic district;
h. A list of property owners of the historic site, historic landmark, interior landmark, or historic district and a statement that all owners of record have been notified of the Landmarks Board's consideration of the property for designation. Any correspondence – for or against – concerning property owners' stance on designation shall also be attached; and
i. A recommendation that the property should or should not be listed as a historic site, historic landmark, interior landmark, or historic district.

2. *Effect of Declaration of Intent to Designate a Landmark or District.* The declaration by the City Council of an intent to designate a historic landmark or district shall have the following effect:
   a. No building or demolition permit shall be issued by the BDS Director for any alteration, construction, demolition, or removal of a nominated landmark or property within a nominate district until the final disposition of the nomination according to Table 2-3.
   b. The BDS Director may approve permits necessary for the public health, safety, and according to sections D or E.
   c. This delay and interim limitation shall not be longer than 180 days from the declaration of intent to designate.
   This provision shall not apply to permits granted prior to the designation of a historic site or the declaration of intent to designate a historic landmark or district and shall not apply to interior alterations.

3. *Effect of Designation.* Upon the designation of a site, landmark, or district, no alteration of property or demolition shall occur except as permitted in Section 36-2.11.D.4.

   This provision shall not apply to permits granted prior to the designation of a historic site or the declaration of intent to designate a historic landmark or district and shall not apply to interior alterations.

4. *Landmark & District Designation.* The designation of a historic district or landmark is intended to be an overlay zoning district and shall generally follow rezoning procedures after the declaration of intent to designate by the City Council. Designations may be accompanied by additional guidelines or standards specific to the landmark or district. The regulations imposed by the district shall be in addition to those regulations of the underlying zoning district.

5. *Rescind or Amendment of Decisions.* Any amendment or rescinding of a historic designation may occur in the same manner as the designation.

D. **Certificate of Appropriateness.**

1. *Applicability.* A certificate of appropriateness shall be required for exterior work on any new or existing structure or site designated as a historic site, landmark, or district, including:
   a. Construction, alteration, or removal that requires a building or demolition permit.
   b. A material change to the exterior appearance or significant exterior feature such as additions, reconstruction, or alteration, based on documentation designating the landmark or district.
   c. Application of paint to previously unpainted brick or masonry surfaces or the application of stucco or siding.
   d. Construction or enlargement of a driveway or parking area, or the erection of fencing.
   e. Any public improvement which the PD Director determines would affect the landmark or historic district, whether conducted by a private party, the city, or other agency.

f. A material change to the interior appearance of existing structures, if a significant interior feature was listed in the nomination or designation, including additions, reconstruction or alterations.
g. This section shall not apply to:
   (1) Ordinary maintenance or repair;
   (2) Any structure or building less than 100 square feet on the premises of a landmark or in a district, such as animal enclosures, gazeboes, playhouses, greenhouses, and similar accessory structures; or
   (3) Temporary structures associated with a temporary event permit, provided it is removed at the conclusion of the event.

2. *Review Procedure.* Prior to any work on a designated site, landmark, or district an applicant shall consult with the PD Director to determine if a certificate of appropriateness is required.
   a. If required, an application shall be submitted to the PD Director. The PD Director may authorize the work administratively if:
      (1) The work does not require a certificate of appropriateness or otherwise does not have any effect on the designation; or
      (2) The work is for items that the Landmarks Board designated for administrative actions as part of the designations.
      (3) Administrative certificates of appropriateness are in addition to all other applicable permits required by the City.
   b. Denial of an administrative certificate may be appealed to the Landmarks Board, or if the PD Director determines that the work is beyond the authority of an administrative certificate, the PD Director shall forward the application to the Landmarks Board.
   c. The PD Director shall schedule a hearing at the next scheduled Landmarks Board meeting at least 15 days from a complete application or a determination that an action is not eligible for an administrative certificate.

3. Notice shall be posted according to 36-2.01.F.2.

4. The Landmarks Board shall review and take action according to 36-2.01.H. If the Landmarks Board denies the application, specific reasons shall be indicated in writing to the applicant with suggestions for appropriate changes.

5. *Review Criteria.* The Landmarks Board shall consider the following criteria for a certificate of appropriateness:
   a. Any design guidelines or standards that the Landmarks Board may establish and adopt.
   b. For new construction, the compatibility of the building or structure with historic aspects of the surroundings. It is not the intent of this section to discourage contemporary architectural expression or to encourage the emulation of existing buildings or structures of historic or architectural interest in specific detail.
   c. The Secretary of Interior's Standards for Rehabilitation as listed below:
      (1) A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
      (2) The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
      (3) Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
      (4) Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
      (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
      (6) Deteriorated historic features shall be repaired rather than replaced.

Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

(7) Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

(8) Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

(9) New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

(10) New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

d. For demolitions:

(1) The degree to which the proposed removal would disrupt the integrity and continuity of the historic landmark or historic district of which it is part.

(2) The nature of the resource as a representative type or style of architecture, socio-economic development, historical association, or other element of the original designation criteria applicable to the structure or site.

(3) The structural integrity and the extent of work necessary to stabilize the structure.

(4) The ability of the structure or site to produce a reasonable economic return on investment; however, this factor alone shall not be determinative but shall be considered along with all other criteria.

(5) The post-demolition plans for the site and the relation of those plans to the surrounding area.

e. For property designated as containing archeological resources:

(1) The applicant shall consult with the state historic preservation officer about any effect of the proposed actions, and what actions are necessary to preserve the site.

(2) Permanent preservation of the resources or recordation of the site as advised by the state historic preservation officer.

(3) Comments and recommendations of the state historic preservation officer shall be provided to the Landmarks Board as part of the application.

6. *Effect of Decision.*

a. If approved, work under a certificate shall commence within 180 days or the certificate shall expire. Failure to comply with a certificate of appropriateness and any conditions of the certificate is a violation of this code and may be enforced according to this chapter.

b. If denied,

(1) Within 15 days the applicant may appeal to the Board of Adjustment according to Section 36-2.08;

(2) Within 15 days the applicant may apply for a certificate of economic hardship according to subsection D;

(3) The applicant may resubmit an alternative proposal; or

(4) Upon the expiration of 60 days from the date of the application for a certificate of appropriateness for a historic site, the BDS Director shall grant the building permit, subject to the requirements of any applicable provisions of the code regulations.

c. If the request is for demolition,
   (1) The applicant may wait 180 days for a landmark or district, or 60 days for a site, at which time the demolition permit shall be issued.
   (2) The Landmarks Board may request that the City Council extend the delay another 120 days.
   (3) During the delay the Landmarks Board shall take steps it deems necessary to preserve the structure, including consultation with civic groups, public or private agencies, and interested persons to consider preservation, acquisition, or relocation strategies for the structure.

E. **Certificate of Economic Hardship.**

1. *Applicability.* As an alternative to, or upon denial of, an application for certificate of appropriateness, an owner may apply for a certificate of economic hardship to authorize work on a historically designated property.

2. *Review Procedures*. An application for a certificate of economic hardship shall be filed with the PD Director.
   a. The PD Director shall schedule a public hearing before the Landmarks Board at the first scheduled meeting at least 15 days after a complete application.
   b. Notice shall be posted according to Section 36-2.01.F.2.
   c. The Landmarks Board may act on the application according to Section 36-2.01.H.
   d. The Landmarks Board may solicit expert testimony or require that the applicant submit information concerning the criteria in subsection E.3.
   e. The Landmarks Board shall issue a certificate of economic hardship if it determines the property, or structure has degenerated beyond feasible limits for rehabilitation or rehabilitation is impracticable and there is an economic hardship.

3. *Review Criteria.* Applications for a certificate of economic hardship shall be reviewed according to the following criteria:
   a. Estimate of the cost of the proposed work and an estimate of any additional cost that would be incurred to comply with any conditions of the Landmarks Board necessary for a certificate of appropriateness.
   b. A report from a licensed engineer or architect with experience with historic property rehabilitation as to the structural soundness of any structures and their suitability for rehabilitation.
   c. A report from a state-certified real estate appraiser as to the estimated market value of the property in its current condition, after completion of the proposed work, after any changes recommended by the Landmarks Board, and, in the case of a proposed demolition, after renovation of the existing property for continued use.
   d. In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional, experienced with historic property rehabilitation, as to the economic feasibility of rehabilitation or reuse of the structure.
   e. If the property is income-producing, the annual gross income from the property, itemized operation and maintenance expenses, and depreciation deduction and annual cash flow before and after debt service for the previous two years.
   f. All appraisals obtained within the previous two years in connection with the purchase, financing, or ownership of the property.
   g. Any listing of the property for sale or rent, price asked and offers received within the previous two years.
   h. Assessed value of the property according to the two most recent assessments.
   i. Real estate taxes for the previous two years.
   j. Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other entity.
   k. Amount paid for the property, date of purchase, and the party from whom purchased, including a description of the relationship between the owner of

record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.

l. Annual debt service for the previous two years.

m. Any consideration by the owner as to profitable adaptive uses for the property.

n. Replacement construction plans for the property. Post-demolition plans shall include drawings or sketches with sufficient detail to show the exterior appearance and architectural design of the proposed building or use but are not required to contain completed construction documents.

o. Financial proof of the ability to complete the replacement project, which may include a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution.

p. Any other information considered necessary by the Landmarks Board to determine whether the property may yield a reasonable return to the owners.

4. *Effect of Decision.* If approved, the BDS Director shall issue a building or demolition permit for the proposed work unless there is an appeal. A decision by the Landmarks Board may be appealed to the Board of Adjustment within 15 days of the decision according to Section 36-2.08.

36-2.12 Street Name Change

A. **Applicability.** Procedure for changing names of streets. Before the name of any public street is changed, there shall be public notice of such proposed change and public hearings shall be held in accordance with the following procedures:

1. All such changes shall first be considered by the Planning and Zoning Commission at a public hearing.

B. **Notice.** Prior to the public hearing before the Planning and Zoning Commission, notices of such hearing shall be posted in the area where the name change is to take place, which notice shall set out the time, date and location of the public hearing, giving at least 15 days' notice of the hearing. Such notices shall be conspicuously displayed by posting the notice on the city right-of-way.

C. **Public Hearing.**

1. The Planning and Zoning Commission of the city shall hold its public hearing on the name change and shall submit its recommendation to the City Council.

2. Thereafter, the City Council shall hold a public hearing on the proposed name change, giving at least 5~~five~~ days' notice of the public hearing in accordance with the provisions set forth in this section. After holding the public hearing, the City Council may, in its discretion, change the name and shall give notice of such change to the post office and other appropriate public officials.

36-2.13 Street Vacation

A. Any person owning any real estate within the city which has been subdivided by a duly recorded plat may petition the city to vacate the subdivision, or any part thereof, giving a distinct description of the property to be vacated and the names of the owners thereof with proof of their ownership; and any person owning property abutting upon any alley, street, common or public square, or any part thereof, may petition the city to vacate all or any part of the alley, street, common or public square, giving a distinct description of the property to be vacated and the names of the owners of the property abutting thereon. A petition to vacate such land shall be filed with the city clerk and referred to the Planning and Zoning Commission for consideration. Thereupon, the Planning and Zoning Commission shall cause notices of the proposed vacation to be posted in at least three

prominent places in the vicinity of the area to be vacated and the petitioner shall cause a notice of the proposed vacation to be published in the daily newspaper having the greatest number of paid subscribers in the city at least 30 days prior to the public hearing, which newspaper shall meet the requirements of RSMo. 493.050. No vacation shall take place until the petitioner shall have filed with the executive secretary of the planning and zoning commission proof that notice has been given of such vacation as required in this section, except in no event shall the failure of the Planning and Zoning Commission to post the property in any way affect the validity of the vacation, it being intended by the City Council that the legal notice for such vacation shall be solely by newspaper advertisement and that other advertisements shall be for informational purposes. In addition to the methods established by this section for notice, the City Manager shall endeavor to cause notices of such vacations to be circulated in the area in accordance with rules to be adopted by the City Manager, which rules should be filed with the executive secretary of the Planning and Zoning Commission; provided, however, the failure to give such notice shall in no way affect the validity of the vacation.

B. **Consent of Property Owners to Vacation.** A street or alley shall not be vacated unless the consent of the persons owning two-thirds of the front feet abutting on the portion of the street or alley to be vacated shall be obtained therefor, nor shall any subdivision or part thereof be vacated unless the consent of all the owners thereof shall be obtained therefor, which consent, whether for vacation of a street or alley or a subdivision, shall be in writing and acknowledged and proof of such consent furnished to the executive secretary of the Planning and Zoning Commission.

1. *Forwarding of Petition for Vacation to Planning and Zoning Commission.* Upon receipt of a petition for vacation, the executive secretary of the Planning and Zoning Commission shall forward a copy of the petition to the planning and zoning commission for its approval or disapproval of the proposed vacation as required by Section 11.7 of article XI of the Charter. The city shall not vacate any area until the Planning and Zoning Commission shall have acted thereon in accordance with the provisions of Section 11.7 of the Charter.

C. **Action on Petition for Vacation; Protests.**

1. An area shall not be vacated for at least 15 days following the posting of notice or the first publication thereof as provided in notice of proposed vacation. After the 15-day period, the Planning and Zoning Commission may proceed to vacate the area sought to be vacated with such restrictions and reservations as it may deem for the public good, provided the conditions set forth in this article have been satisfied, unless written opposition shall have been filed with the city clerk by a person owning property abutting on any alley, street, common or public square, or part thereof, proposed to be vacated, within the 15-day period. If an objection is filed within the 15-day period, the Planning and Zoning Commission shall not act to vacate any such area until an additional period of 30 days shall have passed, when, if the objector shall consent to the vacation, in which case the planning and zoning commission may vacate the area as provided in this article.

2. Prior to vacating the land, the Planning and Zoning Commission shall make the following determinations:
    a. All property owners adjacent to the street, alley or public way or within the subdivision have access to another street, alley or public way.
    b. Two-thirds of the property owners adjacent to the street, alley or public way to be vacated have given their consent to the vacation, or, if the request is for the vacation of a subdivision, all of the property owners have given their consent.
    c. The retention of the street, alley, public way or subdivision serves no useful purpose.
    d. The vacation will not affect the ability to use utilities, public or private.

3. If the Planning and Zoning Commission finds that all conditions set forth in subsection 2 of this section have been met, then the Planning and Zoning Commission may adopt a resolution vacating the area. If the Planning and Zoning Commission does not adopt a resolution vacating the area, the applicant may request that the city council hear the

request for vacation, provided a request for review is filed within 15 days with the City Clerk from the date the Planning and Zoning Commission denies the request. If the Planning and Zoning Commission approves the request to vacate, any person objecting thereto may petition the city council to review the request to vacate by filing an appeal within 15 days with the city clerk from the date the resolution was passed by the Planning and Zoning Commission. If the objector shall not have consented, the city council may approve the vacation, as provided in this section, only upon a finding that the public interest requires such vacation despite the objections thereto. Any person aggrieved by a decision of the City Council shall appeal to the county circuit court within 30 days after a decision is rendered by the City Council in accordance with the procedures set forth in Chapter 536, RSMo.

Article 3. Subdivision & Community Design

36-3.01 Intent
36-3.02 Applicability
36-3.03 Streets
36-3.04 Civic & Open Spaces
36-3.05 Blocks & Lots
36-3.06 Required Improvements

36-3.01 Intent

The intent of this article is to:

A. Coordinate the land use, site development, and subdivision of land in the city at the initial stage and at the largest scale of development that is practical.

B. Implement the vision and recommendations in the comprehensive plan through context-based standards that integrate development patterns and public investments within the distinct placetypes.

C. Establish standards and ensure performance criteria for proper capacity of infrastructure including streets and transportation facilities, emergency services, stormwater drainage, water, sewerage, parks, and schools.

D. Comply with other federal and state laws impacted by development, including flood control and flood loss mitigation, historic preservation, and environmental protections.

E. Coordinate different development projects into efficient and compatible development patterns across areas and over time, so that all are capable of being served with adequate public facilities and services.

36-3.02 Applicability

The provisions of this chapter apply to all site development activities, establishment or changes in uses of land, construction or modification of buildings or structures, development and redevelopment of property, and subdivisions of land within the city, including land annexed into the city after the effective date of adoption.

A. Recording of plat. No property description of any subdivision shall be entitled to be recorded in the county recorder's office or have any validity until it shall have been approved in the manner prescribed herein. In the event any such unapproved property description is recorded, it shall be considered invalid and the city attorney may cause proceedings to be instituted to have such plat or deed declared invalid.

B. Sale of land in subdivision. No owner or agent of the owner of any land shall transfer, sell, offer, or agree to sell any land by reference to, exhibition of, or use of a property description, nor shall any person purchase such land or agree to purchase such land before such property description has been approved and recorded in accordance with these regulations.

C. Revision of plat after approval. No changes, erasures, modifications, or revisions shall be made in any final plat of a subdivision or in any metes and bounds description after approval has been given under the provisions of these regulations.

D. Violations of the subdivision regulations are subject to enforcement under Section 36-1.07.

36-3.03 Streets

A. **Design Objectives.** The street design standards have the following design objectives:

1. Emphasize street design as a key determinant of community image and the unique identity of different places within Springfield.

2. Ensure the proper arrangements of blocks and lots to coordinate long-term growth and development of the community.

3. Plan street networks to connect to adjacent development and future development areas at regular intervals, provide multiple connectivity options, and avoid over capacity traffic on streets that become barriers.

4. Build complete and multi-modal networks of well-connected streets, trails, and paths to improve the access, capacity, safety, and efficiency of transportation systems.

5. Use street design to enhance the community character in distinct places, and to better support development patterns and uses abutting the streets.

6. Design streets to provide safe and reliable traffic flow while accounting for safety and access of all potential users of the streets, including pedestrians, bicycles, automobiles, trucks, and transit.

7. Coordinate open and civic spaces with street networks to leverage valuable development patterns and maximize the civic design impacts of infrastructure investments.

8. Incorporate stormwater infrastructure in landscaped areas to retain, infiltrate, and filter stormwater runoff from streets and sidewalks.

B. **Street Network.** Streets shall be laid out according to the city's policies for development, streets, and open spaces. In the absence of more specific or updated guidance in these plans or from specific area plans, the following standards shall apply to all new street networks, public or private:

1. *Blocks & Connectivity.* Streets shall be laid out to provide a network of streets and blocks based on the planning context and development pattern as identified in Table 3-1:

Table 3-1: Block Sizes & Street Connectivity

Planning Context	Block Size	Closed-End Street Limits
Compact, Walkable – High Connectivity *Downtown, near downtown areas, and walkable commercial and mixed-use areas, typically in the following placetypes: Downtown; Mixed Use; Mixed Residential.*	150' min. 500' max. 4 ac. max.	Prohibited

General Neighborhoods & Corridors – Moderate Connectivity *Walkable mixed-density urban and suburban neighborhoods and other areas supporting commercial corridors or employment areas outside walkable centers, typically in the following place types: Traditional Residential Neighborhood, Center City Neighborhood, Mixed Residential, City Corridor, Institutional & Employment Center.*	200' min. 800' max. 7.5 ac. max.	800' [1]
Campus, Rural, or Remote Areas – Low Connectivity *Limited to areas of low intensity/density uses with limited access needs or large-scale uses with internal circulation, where disrupting the development patterns and street network is justified, typically in the following place-types: Institutional & Employment Center, Business Flex, Industry & Logistics, rural/ undeveloped areas, or to account for large urban green space & recreation areas.*	250' min. 1,320' max. 12 ac. max.	800' max.

[1] See Exceptions Section 36-3.03.B.2

Figure 3-1 Connectivity & Block Sizes. Street networks shall be based on maximum block sizes (length between centerlines of perimeter streets and area) and stub to adjacent property at a frequency sufficient to create connected networks unless exceptions justify not connecting.

2. *Exceptions.* Street connectivity and blocks may only exceed the acre or block length maximums in Table 3-1 based on the following exceptions:
   a. *Natural Features, Open Spaces, or other Civic Spaces.* Blocks or parcels abutting or containing important natural features, topographical constraints, or open spaces may be modified provided the proposed street layout preserves these features and integrates them into public or community open space design for the area.
   b. *Regional Transportation Routes.* Blocks or parcels abutting significant regional transportation routes that impede local network connectivity, such as highways or rail right-of-way, may be modified provided the street layouts and development patterns achieve local connectivity in all other ways possible, including street stubs, bike routes, and pedestrian paths.
   c. *Rural Parcels.* Tracts divided into lots of at least three acres for rural, agriculture, or very low-intensity development may exceed the block limits,

provided they are designed to allow future streets in compliance with these regulations and permit a logical pattern of re-subdivision with minimal disruption of existing or planned buildings, utilities, and other structures.

d. *Oversized Parcels.* Where oversized parcels are platted for special land uses or development patterns that accommodate large-scale buildings, such as campuses, employment centers, or regional commercial areas, platted blocks may be larger provided private internal access lanes match the block structure of Table 3-1. Private internal access lanes shall provide streetscape and design amenities, such as streetscapes, sidewalks, and on-street parking, similar to the street design types in this section and create logical extensions and connections to the public street network beyond the project. [See Section 36-7.03.B.3].

Figure 3-2 Private Streetscapes Private internal access lanes shall be used to mimic public street networks and streetscapes for over-sized parcels and large-scale development (36-3.03.B.2.d).

e. *Closed-end Streets.* In any case where streets are not required to connect by these standards or are justified by these exceptions, alternative designs such as loops, courtyard layouts, or closes are preferred over dead ends and cul-de-sacs. In all cases, closed-end streets shall be no more than 800' and have no more than 30 dwelling units per access point. All streets that end in dead end shall have a cul-de-sac or turnaround as required by Chapter 98 and the applicable Public Works Design Standards and Technical Specifications, or as required to meet any public safety requirement.

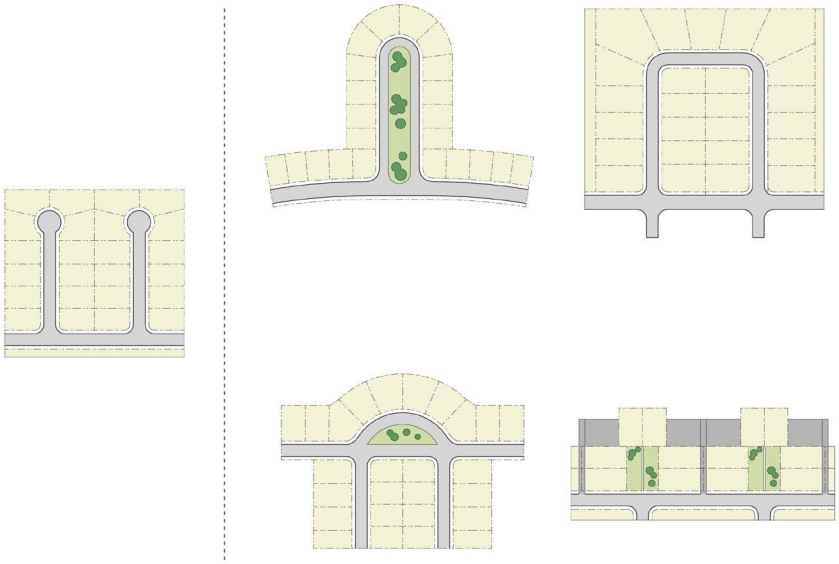


Figure 3-3 Disconnected Street Options. Where streets will not connect, blocks and lots should be laid out to limit the need for cul-de-sacs and maximize other options such as loops, closes, eyebrows and courtyard patterns. (36-3.03.B.2.e)

f. *Area Plans.* A specific street network plan approved by the City through the planned zoning process in Section 36-2.06 or similar planning initiative for a connected local network for a significant area beyond individual projects may provide different connectivity provided there are sufficient external connections to the surrounding transportation system and the design meets the intent and design objectives of this section.

3. *Pedestrian & Bicycle Connections.* In any case where exceptions for larger blocks apply, or any other area where pedestrian and bicycle connections are important, the City may require walkways, passages or trails through blocks or at the end of any closed end streets to provide pedestrian or bicycle connections to important destinations such as schools, parks, trail systems, community centers, or similar destinations. Connections shall meet either the pedestrian and bicycle portions of the streetscape standards in subsection C, or the civic and open space standards in Section 36-3.04.

Figure 3-4 Walkways and Bicycle Routes Where streets will not connect or where larger blocks are platted, connections for pedestrians or bikes may be required through blocks or at the ends of disconnected streets. (36-3.03.B.3).

4. *Street Connections.* Streets shall be planned to provide continuation to adjacent areas at intervals that result in blocks meeting the standards in Table 3-1, unless justified by an exception in subsection B.2.
   a. The City may require dedication of right-of-way and construction of streets extended to the boundary line of the property to be subdivided. Alternative arrangements for location of streets to coordinate with anticipated future development of adjacent areas, and timing of construction of streets may be delayed to the time of development if all lots have frontage and access to public streets and alleys.
   b. Subdivisions that are a portion of a larger development area or adjacent to potential future development shall require a mapped conceptual street network for the larger development area or adjacent property with a preliminary plat. The mapped conceptual street network shall address connection of major or

connector streets, potential layout of local streets and blocks, and the position of external connections to the property.

5. *Intersections.* Intersections of streets, corner curb radii, and crosswalks shall be designed according to the Public Works Design Standards and Technical Specifications and any other formal guidance, plans, or manuals approve by the PW Director, and shall be implemented according to context and placetypes to balance multiple modes of transportation and urban design characteristics.
   a. Streets shall be laid out to intersect as near as possible to right angles, and intersections less than 75 degrees are generally not acceptable.
   b. Diagonal or irregular streets should curve to align with appropriate angles for at least 100 feet approaching intersections.
   c. Intersections should be aligned with existing cross streets on the opposite side of the street. When not applicable the PW Director shall determine the acceptable street alignments in accordance with governing documents.
   d. Intersections of more than two streets at one point are not acceptable, except where alternative configurations better correspond to topography and natural features, implement traffic calming (such as roundabouts or other verified techniques), or create gateways and focal points in the network.

6. *Right-of-Way Widths.* The arrangement, character, extent, width, grade, and location of all streets shall conform to the official map and master plan and shall be considered in their relation to existing and planned streets, topographical conditions, public convenience and safety, and the proposed uses of the land to be served by such streets. Where not shown on the official map or master plan, the arrangement and other design standards of streets shall conform to the provisions found herein.

   a. Right-of-way can be appealed to the Administrative Review Committee (ARC). Should the ARC determine that right-of-way width at the time of platting or development may be reduced because less right-of-way than set out herein will meet the needs for transportation, access, utilities, and future planning, it shall determine the amount the width may be reduced and include such on the preliminary plat to be approved by the Planning and Zoning Commission or a certificate to be filed in the Greene County Recorder's Office. If the subdivider disagrees with the right-of-way width set by the ARC, the subdivider may file an objection with the preliminary plat to be reviewed by the Planning and Zoning Commission, or to the certificate prior to filing and the Planning and Zoning Commission shall determine if the criteria for the reduction of right-of-way exists and what reduction in right-of-way, if any, may be allowed. A reduction in right-of-way width shall be deemed approved by the City Council upon its approval of the streets and easements set out on the preliminary plat. Additional right-of-way above what is required herein shall not be required except where the Director of Public Works determines the need for more and City Council approves. The minimum right-of-way widths required shall be as follows:

Table 3-2: Right-of-Way Widths

Street Type	Minimum Width*
Expressways	130'
Arterials *– High, Mid*	100'
Arterials - Low	70'
Collectors / Local High-Activity	60'
Local Low-Activity	50'
Alleys	20'
Downtown Streets	**

* If no subdivision activity is taking place and the existing right-of-way is less than the minimum requirement,

all new improvements shall be at least 50% of the required width from the centerline of the existing right-of-way.

** Right-of-way may be required as necessary to accommodate public infrastructure as per a street typology, adopted street plan, or planned capital improvement.

7. *Sight Distances*. Where a driveway intersects a public or private right-of-way or where property abuts the intersection of two public or private right-of-way, clear sight distance must be provided within the sight triangle area on the property adjacent to the intersection as specified in the Public Works Design Standards and Technical Specifications.

a. *Sight Distance Analysis for Site Plans.* For all developments requiring a site plan, the applicant shall have a Professional Engineer perform a field analysis and determine the sight distance in accordance with the applicable standards.

b. *Sight Distance for Standalone Driveway Permits.* As part of the permitting of driveways, the City Traffic Engineer shall determine the sight distance in accordance with the applicable standards.

c. *Obstruction Prohibited.* No structures, fences, landscaping or any other object within the sight triangle area can obstruct or obscure sight distance visibility by more than 25% of the total view in the vertical plane within the sight triangle area between a height of 2.5 and 8 feet above the roadway surface.

(1) No building, ground sign, or other type of solid physical obstruction shall be placed within the triangle.

(2) Fences that maintain the required transparency may be permitted within the triangle.

(3) Street trees, light poles, hydrants, or other limited narrow obstructions are allowed within the sight triangle provided they do not have any high- profile appendages, foliage, limbs, or other obstructions between 2.5 and 8 feet and are spaced to not collectively create an obstruction.

(4) Landscape, plants, and groundcover may be planted in the triangle, provided it does not exceed 2.5 feet from the elevation of the adjacent street surface.

(5) The 25% requirement may be reduced if the PW Director determines that additional sight distance visibility is needed to protect public safety.

d. *Controlled Intersections.* Fully controlled intersections where signalization establishes and prioritizes safe turning movements may deviate from the above sight triangle standards if site conditions warrant and based upon a recommendation of the PW Director.

e. *Easements Required.* For all commercial zoned developments and any developments on arterials, the sight distance triangle shall be placed in a sight distance easement or clear sight easement allowing the City to access and remove any physical items prohibited or causing a reduction in sight distance.

f. *Right-of-Way Triangles*. Right-of-way triangles are required to be dedicated at the time of any subdivision activity at the intersection of streets and alleys as specified in Table 3-3. If no subdivision activity is taking place, all new improvements shall be outside the required right-of-way triangle. The site distance easement may overlap the right-of-way triangles.

Table 3-3: Right-of-Way Triangle Requirements

Intersection of	***Expressway***	*Arterial – High, Mid*	*Arterial – Low and* ***System Collector***	***Residential Collector / Local High-Activity***	***Local Low-Activity / Alley***
Expressway	A	A	A	B	B
Arterial	A	A	B	B	C
System Collector	A	B	B	C	C

Residential Collector / Local, High-Activity	B	B	C	C	C
Local, Low Activity	B	C	C	C	C

A = 70' x 70' ROW triangle
B = 30' x 30' ROW triangle
C = 10' x 10' ROW triangle
Measured from the intersection of the projected minimum required right-of-way width in Section 36-3.03.B.6

8. *Stormwater.* Green infrastructure strategies such as bioretention, permeable paving, and other similar strategies shall be integrated with the design of the street.

C. **Street Design & Street Types.** New and reconstructed streets shall reinforce the placetype, reflect the character of the area, and support the anticipated land uses on abutting blocks and lots. Design and construction must comply with the Public Works Design Standards and Technical Specifications. This section establishes a context-based approach that coordinates planning and urban design with engineering standards through Street Design Types and the Streetscape Kit of Parts. Street types complement, and do not override, the functional classifications and access management requirements of Chapter 98 of the City Code.

1. *Street Design Types.* Each functional classification may apply one or more Street Design Types, as outlined in the Public Works Design Standards and Technical Specifications, so that streetscape and operational features support the surrounding context, intended use, and area character. Numeric dimensions, material specifications, and performance targets, including the target operating speed, are set in the Public Works Design Standards and Technical Specifications. The PW Director may approve alternatives that demonstrate equal or better safety and access outcomes and document the basis for the decisions.

Table 3-4: Street Design Types & Classification

Street Design Type	***Expressway***	***High Type Arterial***	***Mid Type Arterial***	***Low Type Arterial***	***System Collector***	***Residential Collector***	***Local Street***	***Alley***
Pedestrian / Mixed Use	NU	NU	NU	LU	AU	AU	AU	AU
Parkway / Bikeway	NU	LU	LU	LU	AU	AU	AU	NA
Neighborhood	NU	NU	NU	LU	AU	AU	AU	NA
Standard / Trafficway	LU	AU	AU	AU	AU	LU	LU	NA
NU	Not allowed in typical street classification							
LU	Limited use in specific application, based on context and specific localized transportation plan							
AU	Applicable for use in most instances, but must be based on context and specific transportation plan							
NA	Steet type is not applicable for street classification in most typical applications							

a. *Pedestrian / Mixed-use.* Streets that prioritize walking and frontage activity in areas with a well-connected network and active ground floor uses. Designs use speed management, continuous sidewalks, frequent and safe crossings, and amenity zones that support businesses and street life. Parking and loading are provided where needed to support adjacent uses, but they do not reduce pedestrian, bicycle, or transit priority. Dimensions and performance targets are set in the Public Works Design Standards and Technical Specifications.

(1) *Required Elements.*
- (a) Sidewalk on both sides with accessible connections
- (b) Amenity and furnishing zone on both sides that supports trees, lighting, street furniture, art, and other public amenities.
- (c) Frequent marked and enhanced pedestrian crossings and safety measures
- (d) Speed management and traffic calming treatments to achieve a target speed that is reasonably safe for pedestrian interactions and proximity to vehicular traffic.
- (e) Bicycle accommodation appropriate to the network plan, separated where volumes or speeds warrant. Bicycle docks or limited bicycle areas near heavy pedestrian movements is appropriate.

(2) *Conditional Elements.*
- (a) On street parking or signed loading in designated curb zones where it supports frontage uses. Parking is not considered a priority in this street type and
- (b) Curb extensions at intersections and midblock where feasible
- (c) Transit stop amenities where routes operate, including accessible pads and shelters
- (d) Green infrastructure in medians or furnishing zones where site conditions allow.

(3) *Access and Operations.*
- (a) Driveways shall be very limited and consolidated where appropriate.
- (b) Curb use managed to prioritize pedestrian movement, bicycle safety, transit, and loading, in that order
- (c) Any exception must document equal or better safety and access outcomes and be approved by the PW Director.

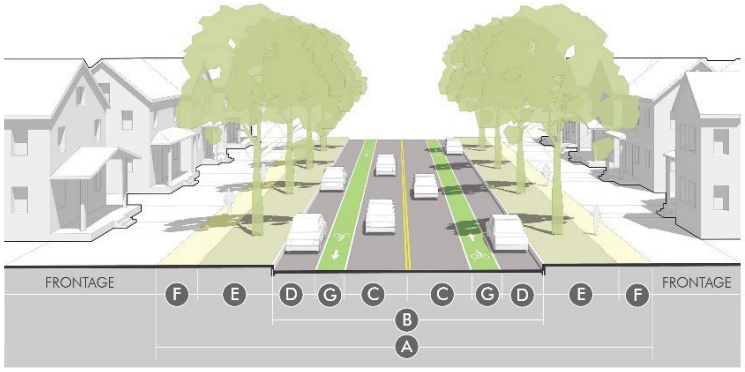
Pedestrian / Mixed-use

b. *Parkway / Bikeway.* Multimodal corridors with a higher level of civic design and landscape that connect gateways and signature routes. Designs provide continuous and separated bicycle and pedestrian facilities, strong access management, and speed control that supports safe and comfortable travel for all users. Dimensions and performance targets are set in the Public Works Design Standards and Technical Specifications.

(1) *Required Elements.*
- (a) High comfort bicycle facility that is physically separated from traffic, or a shared use side path, continuous along the corridor and connected at intersections
- (b) Sidewalk on both sides, or one sidewalk plus a shared use side path, with accessible connections
- (c) Target operating speed established with geometric design that supports that target speed for appropriate uses and traffic volumes
- (d) Signature landscape in medians, parallel to the street, and significant to the total section of street right of way.
- (e) Access management with median control and driveway spacing to promote multimodal functionality and safety.
- (f) Marked crossings with refuge islands or other protection that promotes pedestrian activity and connectivity
- (g) Pedestrian scale and roadway lighting that supports visibility and personal security.

(2) *Conditional Elements.*
- (a) Transit stop pads, shelters, and where applicable, bus bulbs or floating stops adjacent to separated bikeways
- (b) Roundabouts or other intersection forms where they improve safety and gateway character
- (c) Green infrastructure within medians or furnishing zones where site conditions allow
- (d) Wayfinding, public art, and gateway features at designated locations
- (e) On street parking only in defined nodes where it does not reduce safety or the function of separated facilities

(3) *Access and Operations.*
- (a) Curb use managed to prioritize bicycle and pedestrian safety, transit operations, loading, then general parking
- (b) Driveways limited, consolidated, and designed for slow entry to prevent multimodal conflict points
- (c) Design must accommodate emergency and necessary freight vehicles without degrading safety for people walking or bicycling.



Parkway / Bikeway

c. *Neighborhood.* Streets that support neighborhood livability by keeping speeds low, providing continuous sidewalks, and establishing a comfortable walking environment. Designs balance walkability, landscape, and local vehicle access, using traffic calming and managed curb use to maintain a quiet, low stress street. Dimensions and performance targets are set in the Public Works Design Standards and Technical Specifications.

(1) *Required Elements.*

(a) Sidewalk through zone on at least one side of the street with accessible connections

(b) Street trees incorporated throughout and desired to line both sides of the street

(c) Speed management and traffic calming treatments to achieve the target operating speed

(d) Bicycle accommodation appropriate to the network plan, shared lanes on very low speed local streets or separated facilities on neighborhood collectors as warranted

(2) *Conditional Elements.*

(a) On street parking on one or both sides where it supports neighborhood needs and maintains emergency access

(b) Curb extensions, mini circles, chicanes, speed humps, speed cushions, or other practical traffic calming to slow speed and add quality of place.

(c) Green infrastructure within furnishing zones or curbside modules where site conditions allow

(d) On street accessible spaces where warranted

(3) *Access and Operations.*

(a) Driveways limited and consolidated

(b) Intersections designed for compact turning with clear sight and yield control to prioritize pedestrian safety, bicycle comfort, and access for residents and services

(c) On street parking supports neighborhood activity but is not intended to be the sole parking supply for residences

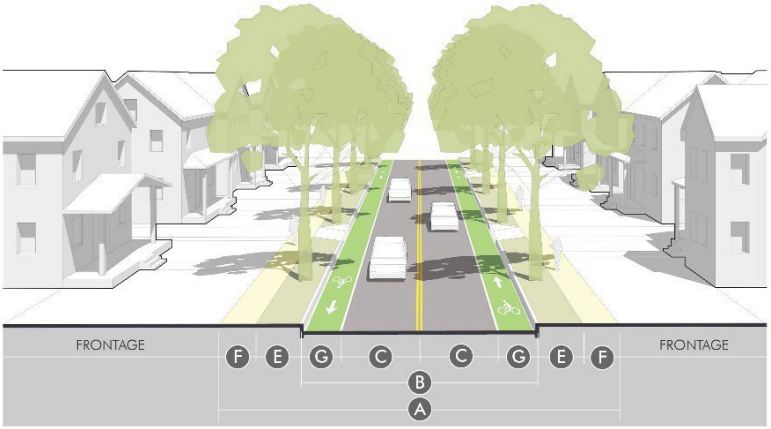
Neighborhood

d. *Standard / Trafficway.* General purpose corridors that provide movement and access where no other design type applies. Designs provide pedestrian access, bicycle accommodation per the network plan, and safe and efficient operations for all users. Dimensions and performance targets are set in the Public Works Design Standards and Technical Specifications.

(1) *Required Elements.*
- (a) Sidewalk on both sides of the street
- (b) Bicycle accommodation per the network plan, which may include buffered or separated lanes or a shared use side path as warranted by volumes and speed
- (c) Target operating speed established in the Standards with geometry that supports that target speed
- (d) Access management with driveway spacing, median control, and turn management per Chapter 98 and the Standards
- (e) Marked crossings and traffic control per MUTCD with visibility and protection features as warranted
- (f) Roadway and pedestrian scale lighting that supports visibility and personal security

(2) *Conditional Elements.*
- (a) Medians, turn pockets, or two way left turn lanes where safety and access require
- (b) Transit stop pads, shelters, and related amenities where routes operate
- (c) On street parking only where it does not reduce safety or operations and where curb use is managed
- (d) Green infrastructure and street trees where site conditions allow and sight distance is maintained
- (e) Freight and emergency design accommodations per the Standards

(3) *Access and Operations.*
- (a) Curb use managed to prioritize safe pedestrian and bicycle movement, transit operations, loading, then general parking
- (b) Driveways limited and consolidated. New or modified driveways must allow slow entry and exit and preserve pedestrian and bicycle priority where applicable



Standard / Trafficway

2. ***Complete Street Guidelines.*** Based on actual right-of-way conditions and functional class needs, specific street cross sections shall be assembled using the Complete Street Guidelines in Table 3-5. The table identifies general performance characteristics for each street element and identifies the design types to which each is most applicable. Final approval and application of cross sections is subject to approval of the PW Director.

Table 3-5: Complete Street Guidelines

Key:
■ Typically applied to this design type
O Optional; applied based on space allowances and specific priorities
L Limited; generally not applied but may be used to specific circumstances
- Generally avoid.

Street Element	Size	Context & Application	Pedestrian / Mixed-use	Parkway / Bikeway	Neighborhood	Standard /Trafficway
Travel Lanes	>12'	High-speed/volume; generally, avoid on city streets	-	-	-	L
	11'	Applicable on major streets or routes with frequent truck or transit vehicles	-	L	-	■
	10'	Generally applicable on all city streets with through traffic	■	■	L	■
	9'	Limited to low-volume streets, slow-speed streets, or constrained ROW	L	-	■	-
	12' – 17' yield lanes	Limited to slow, low-volume streets in well-connected networks, where occasional queuing areas allow two cars to pass	-	-	■	-
Bicycle Lanes	n/a	Low-speed/volume streets where bicycles can mix with travel lanes. (< 20 mph)	■	-	■	-
	4' – 6' lane	Low-speed streets or constrained ROW (< 35 mph)	L	■	■	L
	7'-10' protected lane	Important bike routes or higher speed streets (typically >35 mph); 2' – 4' protected buffer; 4' – 8' bicycle travel way	-	■	-	■
	Off street	High-speed/volume (typically >45 mph); or portions of trail systems.	O	■	O	■
Parking	6' – 7'	Limited to low-volume residential streets	L	L	■	-
	7' – 8'	Generally applicable to all residential and commercial areas where parking is necessary.	■	C	L	L
	14' – 22' angled	Limited to high-activity streets to maximize parking; depth depends on angle of parking and other traffic circumstances	■	L	-	-
Landscape Area	2' – 8' amenity zone / attached sidewalk	Walkable areas (typically paired with on-street parking) where hardscape, landscape, and street furniture extend sidewalks	■	L	L	-
	>8' amenity zone / attached sidewalk	Used for high-activity streets that prioritize social space in streetscapes (*e.g.* sidewalk dining, mini-courtyards)	■	L	-	-
	1' – 4' landscape area	Avoid – difficult to grow and maintain plants or trees	-	-	-	-

Table 3-5: Complete Street Guidelines

Key:
■ Typically applied to this design type
O Optional; applied based on space allowances and specific priorities
L Limited; generally not applied but may be used to specific circumstances
- Generally avoid.

Street Element	Size	Context & Application	Pedestrian / Mixed Use	Parkway / Bikeway	Neighborhood	Standard /Trafficway
	5' – 6' tree strip	Limited to constrained ROW; understory trees only	L	L	L	L
	7' – 8' tree strip	Generally applicable, sufficient for large overstory trees	O	■	■	■
	8' – 12' tree strip	High-volume streets or where no on-street parking exists to provide greater pedestrian buffer; or neighborhood streets with higher urban design amenity	L	■	■	■
	>13' tree strip	Signature streets for enhanced landscape amenities; space can be shared with or shifted to medians' and may meet Open & Civic Space system credits (See 36-3.04.)	L	■	■	■
	10' – 20' Median	Signature streets for enhanced landscape; can be accompanied with turn lanes and/or mid-street pedestrian refuge at intersections	O	O	O	O
	>20' Median	Signature streets or to add amenity to major high-volume streets; may meet Open & Civic Space system credits (See 36-3.04.)	O	O	O	O
Sidewalks	4' or one side	Avoid – constrained ROW only	-	-	-	-
	5'	Minimum, generally applicable standard; typical on neighborhood streets	-	-	■	L
	6' – 8'	Minimum for non-residential streets (if combined with amenity zone), and priority routes in neighborhoods (e.g. routes to schools, parks, or other destinations)	L	■	■	■
	8' – 10'	Typical on non-residential streets; minimum for walkable areas (if combined with amenity zone); or higher density neighborhoods	■	■	■	■
	>10'	Signature streets in walkable areas, where social spaces are desired in streetscapes, or as a multi-use bicycle / pedestrian path in other contexts	■	■	O	O

3. *Typical Cross Sections*. The cross sections are typical and examples of the design types applied to each functional classification. These typical examples are illustrative for planning purposes. Actual street design shall be based on the applicable Public Works Design Standards and Technical Specifications and application of the Complete Street Guidelines to specific situations.

D. **Private Streets.** A private street is privately owned and maintained, constructed to all applicable City standards and specifications, and provides the primary means of vehicular ingress and egress from a public street to any dwelling unit, lot, parcel or principal building. Private streets, driveways, and all other incidental items shall be designed, constructed, inspected, and accepted in the exact manner of public streets including all applicable processes and fees.

1. Private streets shall only be considered in very limited circumstances and where absolutely necessary. To be considered as a private street by City Council, the following items shall be verified by the PD Director and the PW Director prior to any subsequent council action for approval.
   a. The proposed private street shall be classified as a local residential or local commercial only.
   b. The proposed private street shall meet all requirements of a dead-end street or terminates at both ends at a public street.
   c. The proposed private street shall ensure that future connectivity standards of the subdivision regulations can be met and does not adversely impact adjacent properties.
   d. The proposed private street shall not lessen the ability of public emergency service to access the property.

2. No private street may be permitted without the consent of the City Council. The City Council shall have sole discretion to determine when a private street may be permitted and exclusive jurisdiction to grant any variance from the conditions of this article. Such consent or variance shall only be granted by approval of a preliminary plat for a new development showing the private street(s), or the passage of a resolution when the development or subdivision pre-exists the request for a private street. City Council may review a request for a variance in accordance with the procedures and standards set forth in Section 36-2.07, but shall not be bound by the provisions of said section in its determination or exercise of its discretion.

3. *Deeds and Restrictive Covenants*. Deeds and restrictive covenants to contain the following conditions:
   a. All private streets shall be deemed to be common areas and subject to all requirements set forth in Section 36-3.04. Additionally, a property owners' association shall be required for all lots or residential units served by a private street or vehicular access point to the public street system. The property owners association may not be dissolved without the consent of the City.
   b. Each owner of any lot or part thereof within the subdivision or development area to be served by the private street shall be jointly and severally liable to indemnify and hold harmless, the City of Springfield, Missouri, any governmental entities, medical providers and public utilities, their agents, officers and all employees for all sums for which such persons and entities shall be obligated to pay by reason of liability imposed by law and expenses and costs of defense for any and all claims arising out of the existence of a private street including, but not limited to, damages of all kinds. This obligation may be enforced as a personal debt of the property owner, or through a lien on the property itself, or both, at the discretion of the City Council. This requirement for indemnity shall be contained in the covenants of any community and shall be written in such a way as to make each lot subject to the terms of this subsection. This portion of the covenants may not be altered without the consent of the City.
   c. A covenant running with the land containing the language of the requirement to indemnify and hold harmless the city, its officers, agents and employees, other governmental entities, medical personnel and public utilities, in addition to language complying with the specific requirements of Section 36-3.04.B.3 required to be on the final plat by subsection 36-3.03.D.4, shall be recorded. Nothing herein shall require the city to enter and repair any portions of the private street and the city does not assume a duty to do so by approval of any private street.
   d. The covenant referred to in subsection 36-3.03.D.3.c shall also contain a requirement that for a private street to continue to be private, the owners of the benefitted lots shall pay to the city a user fee set by the City Council for the additional costs, if any, of providing services within the private street area such as police, fire, dispatch and rescue operations, utility or sewer service, which are the direct result of the private street's presence. This fee shall be set by the City Council in the same manner as other

fees for recovery of costs.

4. *Requirements of Plat.*
   a. *Hold Harmless.* On the subdivision final plat shall be language whereby the property owners' association, as owner of the private streets and appurtenances, and the individual lot owners agree to release, indemnify, defend and hold harmless, from liability imposed by law, the city, governmental entity, medical services provider or public utility, and their respective employees, officials and agents, for damages and injury (including death), arising from the condition or use or the existence of a private street; for damages and injury (including death) arising out of the use by the city, governmental entity or public utility, their respective employees, officials and agents, or emergency medical personnel of any private street or entrance; and for damages and injury (including death) arising out of the use of the subdivision by the city, governmental entity, medical personnel or public utility of any private street or entrance. Further, such language shall provide that all lot owners shall release the city, governmental entities, public utilities, their respective employees, officials and agents, and medical personnel for such damages and injuries. The indemnifications contained in this paragraph apply regardless of whether or not such damages and injury (including death) are caused by the negligent act or omission of the city, governmental entity, medical personnel or public utility, or their representatives, officers, employees or agents.
   b. *Waiver of Service.* The subdivision final plat, property deeds, and property owner association documents shall note that certain city services shall not be provided on private streets. Among the services which will not be provided are: routine police patrols, enforcement of traffic and parking ordinances and preparation of accident reports. All private traffic regulatory signs shall conform to the City of Springfield Standards for Traffic Control Devices. Depending on the characteristic of the proposed development, other services may not be provided.

5. No private street will be later accepted as a public street unless the street had been originally inspected and accepted by the PW Director at the time of construction, and the street has been properly maintained, with documentation, as determined by the sole discretion of the PW Director.

E. **Engineering & Construction Specifications.** All other engineering specifications, horizontal and vertical alignment, design details, and technical or construction specifications for constructing streets, utilities, stormwater, landscape, irrigation, and other public improvements shall be in accordance with Chapter 98 and the applicable Public Works Design Standards and Technical Specifications approved by the PW Director.

36-3.04 Civic & Open Spaces

A. **Design Objectives.** Civic and open space design shall have the following design objectives:

1. Emphasize open and civic spaces as an important element of Springfield's community image and a factor in distinguishing the unique identity of different places within Springfield.

2. Coordinate open and civic spaces with street networks to leverage valuable development patterns and maximize the civic design impacts of infrastructure investments.

3. Value the design, function, and appropriate location of different types of open space, rather than solely the quantity of space, including formal and natural spaces.

4. Consider the context and multiple functions that open spaces can serve to support development including ecological, recreation, aesthetic, and urban design functions.

5. Promote good civic design and create focal points for the community, neighborhoods, and development projects.

6. Integrate natural systems into the design of common or public open spaces to improve stormwater management, protect water resources, preserve natural features, and enhance ecosystems.

B. **Required Open & Civic Space.**

1. *Dedication or Reservation of Land*. The City may require the dedication of land to the City or other government entity with jurisdiction over public and community facilities, for parks, trails, school, or other public or community facilities.
   a. The dedication shall be based on an adopted plan identifying the general location and extent of the facility, or some other documented need for the facility that is available for public review.
   b. The dedication may be included on the preliminary plat or a condition of approval of the preliminary plat, at the discretion of the applicant or as a requirement where directly related to the projects impact on the required facility.
   c. Acceptance of the dedication shall be agreed to in writing by the entity having jurisdiction over the site or facility prior to approval of the final plat. Upon dedication the applicant may be eligible for credits towards open space requirements or reimbursement of other development fees.
   d. Where dedication is not offered or required, the City may require reservation of the land for no more than one year, unless otherwise agreed to by the applicant, to permit acquisition of the land by the appropriate public entity. The applicant may include contingency plat for property subject to the reservation if the property is not acquired by the appropriate public entity, but the contingency plat and any surrounding preliminary plat shall not be designed in any way that undermines potential use of the property for the planned public improvement.

2. *Common Open Spaces.* The requirement for dedication or reservation of open and civic spaces is not intended to replace, discourage or prohibit the design of common or private open and civic spaces as community amenities. Provisions of these facilities should be included on a plat and designed to integrate public streetscapes, trails, and parks with other community facilities in accordance with the standards in subsection C.

3. *Ownership & Maintenance.* Open and civic space platted as part of a development shall require specific designation on the final plat as a separate out lot. Options for ownership and maintenance of open and civic space include:
   a. Creation of or dedication to a non-profit entity capable of carrying out the ownership and maintenance;
   b. Creation of a homeowners', leaseholders' and/or property owners' association that owns the space in common and is capable of carrying out the ownership and maintenance; or
   c. Dedication to a public entity as part of the right-or-way, parks or other community facilities element of the plan. The City may accept dedications of land in its sole discretion, provided it meets other open space and conservation goals of the city indicated in the comprehensive plan or other official Parks and Recreation Department plans.
   d. All open and civic space shall require documentation recorded with the final plat that outlines the ongoing maintenance plans, as well as administrative and financial management of the space according to these standards. Documents such as covenants for a homeowners' association, bylaws or charter for a non-profit entity, or similar agreements and guarantees, shall be filed with the clerk and recorder's office with the plat designating the open space, prior to any building permits.

4. *Credits & Modifications.* Any public or common open space provided through the subdivision process may enable credits or modifications of site-specific open space standards in Articles 5, 6, or 8.

C. **Open & Civic Space Design.**

1. *Types.* Table 3-6 specifies the type, size, and service areas of different open and civic spaces that may meet the open space requirement.

Table 3-6: Open & Civic Space Types

Type	Size	Service Area	Application	
			Public	Common
Natural Open Space / Stream Buffer	3 ac. min.; 100' min. width; >20 ac. optimal or significant continuity with adjacent areas	n/a	■	■
Park - Regional	>20 ac.	w/in 3 miles	■	
Park - Community	8 – 20 ac.	w/in 0.5 mile	■	
Park - Neighborhood	3 – 8 ac.	w/in 0.25 mile	■	■
Park – Small	0.5 – 3 ac.	w/in 0.25 mile		■
Trail	20' wide, min. easement; 30' if integrated as a linear park; 8' – 16' trail	w/in 500' of trail or 1000' of trail-head	■	■
Community Garden	5K s.f. – 3 ac.	w/in 0.25 miles		■
Civic Space - Green	1 – 3 ac.	w/in 0.25 miles		■
Civic Space - Square	5K s.f. – 1 ac.	w/in 500'		■
Civic Space – Plaza / Courtyard	1K – 5K s.f.	abutting lots or on the same block		■

2. *Location Criteria.* The following location criteria shall be considered to better integrate different open space types with the context, placetype, and best support surrounding development with a system of open and civic spaces:
   a. Connect and integrate open spaces with public streetscapes and other civic destinations, such as schools, to improve visibility and access.
   b. Preserve natural features (particularly for natural open spaces/stream buffers, parks, or trails), including protection of groves of trees, prairie, streams, unusual and attractive topography, and other desirable natural landscape features and views.
   c. Design formal civic spaces (green, square, plaza / courtyard) as gathering places and focal points for compact, walkable places, located as an extension of the streetscapes at highly traveled and visible locations.
   d. Create spaces that reinforce character of the area or create gateways and transitions to distinct places.
   e. The distribution of spaces so that all development has similar proximity to open and civic spaces appropriate to its context.
      (1) All residential lots should be within the service area of two different types of open or civic spaces.
      (2) High-density residential, mixed-use, and commercial or employment lots should be within the service area of at least one formal open space.

3. *Stormwater Facilities.* Stormwater facilities shall be designed and integrated into the street network and open or civic space in order to avoid redundant and inefficient facilities on individual lots. Areas used to meet stormwater requirements may be counted towards the open space requirement provided they meet the definition of *Open Space* and the PW Director approves of the secondary use.

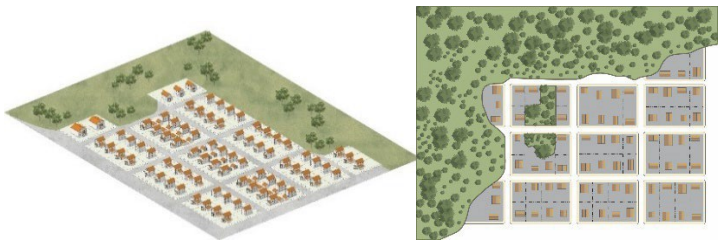
4. *Open & Civic Space Design Guidelines.* Open and civic spaces shall be designed according to the following guidelines for each specific type:

Natural Open Space / Stream Buffer

The size, location and design of a Natural Open Space / Stream Buffer is dependent on the inherent characteristics of the land and the presence of valuable natural amenities and ecological resources worthy of protection. The ability to provide contiguity with similar features on adjacent sites is important to the design and location of development and preserved areas. See Flood Control and Water Quality Protection Manual for specific requirements for Stream Buffers.

Size: 3 contiguous acres (min.); 100' wide minimum; ideally, ability to connect 10+ acres of contiguous natural lands or agricultural lands.

Service Area:
n/a except where integrated with trails and linear parks, service areas are according to those types.



Design Elements & Guidelines

- Natural Open Space / Stream Buffer includes any area of existing or restored open lands such as riparian corridors and wetlands, unique geological formations, important habitats, or substantial groupings of important plant and tree types. The goal is to protect the edges and to maximize intact and undisturbed spaces that provide valuable ecosystem services for the community, support preservation goals, or enhance the aesthetics and amenities of the area. Active recreation such as trails and paths can be a part of these areas provided, they do not disrupt the essential natural character and ecological functions.

Park

Variations: Size / Service Area
Regional – >20 ac / >3 miles
Community – 8 – 20 ac / 0.5 mile
Neighborhood – 3 - 8 ac 0.24 miles
Mini - 0.5 – 3 ac / 0.25 miles

Design Elements & Guidelines

- Any park planned for public dedication shall be designed according to official plans and policies of the City.
- Parks should be at least 200' wide in all directions (100' for Mini Park).
- Fronts on one or more public streets for 400' or more (100' for Mini Park); exception to street frontage if designed abutting part of a public trail system.
- One overstory tree for every 30' of street frontage; one overstory tree per 50' of internal trails or paths; 20 overstory trees per acre for all other areas beyond 30' from streets or trails; plus other landscape to support the overall park design.
- Ornamental plantings, concentrations of trees, and other enhanced landscape at gateways, entrances, and prominent corners.
- Between 10% and 50% of the area should be designed for active, programmed or structured recreation such as ball fields, playgrounds or sport courts. The remainder of the area should be designed with natural or formal landscape for passive recreation.

Trail

Size
20' min. width; 30' if includes a linear park
But dependent on topography and natural features.
Requires sufficient continuity to connect with pedestrian and bicycle systems outside of project and/or connect meaningful walking and biking destinations (schools, parks, neighborhood centers, etc.).

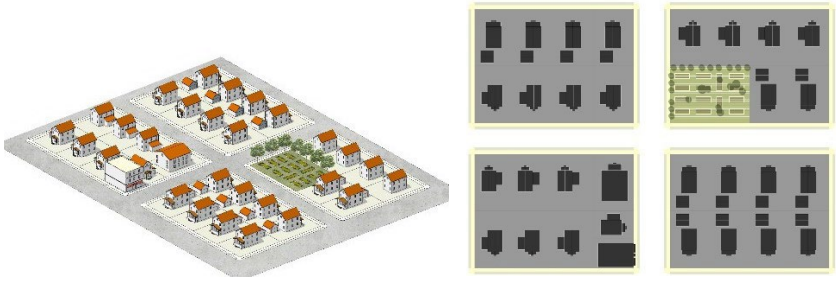
Service Area
500' from trail, or up to 1,000' from trailhead

Design Elements & Guidelines
- ❑ Any trail planned for public dedication shall be designed according to official plans and policies of the City.
- ❑ Trails corridors should be concrete, at least 8' wide, and 12' to 16' wide if a shared bike / pedestrian trail.
- ❑ The landscape area on each side of the trail should be at least 6' wide, and wider in places that incorporate natural features or significant vegetation.
- ❑ One overstory tree for every 40' of trail length; and one understory tree or small evergreen tree for every 25' of trail length.
- ❑ Trails corridors located along right-of-way may be integrated into the streetscape design to create the optimal multi-modal design for the street and trail, particularly along major and minor arterial streets.

Community Garden

Size
5K s.f.– 3 ac

Service Area
0.25 miles



Design Elements & Guidelines
- ❑ All street frontages shall have landscape and streetscape designs that are compatible with the surrounding area.
- ❑ Structures shall be subject to the accessory building standards of the district, except building coverage shall be no more than 25% of the area and located on the rear 50% of the lot or block.
- ❑ Community gardens shall be subject to all other development, property maintenance, and nuisance standards including stormwater, lighting, noise, signs, odor, and refuse standards and codes.
- ❑ No parking is required unless the cultivated area exceeds 1 acre in size, then a minimum of two spaces per acre shall be provided (which may include on-street parking).
- ❑ Hours of operation shall be limited to one-half hour before sunrise until one-half hour after sunset.
- ❑ Depending on the size and zoning district, community gardens may require special use standards or permits (See Article 4).

Civic Space

Variations: Size / Service Area
Green – 1 – 3 ac. / 0.25 miles
Square – 5K s.f. – 1 ac / 1,000'
Plaza / Courtyard – 1K - 5K s.f. / abutting lots or on same block

Design Elements & Guidelines

- ❑ Civic space should have frontage on a public street (or internal access lanes) with direct pedestrian access to the streetscape and sidewalk, subject to the following;
  - Greens along at least three sides and at least 75% of the perimeter;
  - Squares along at least two sides and 60% of the perimeter;
  - Plazas along at least one side and at least 30% of the perimeter; and
  - Courtyards along at least 15% of the perimeter, or an entrance from a gateway and passage along the street.

  Buildings should front on and frame the civic space, and be designed with frequent entrances, transparency, and outdoor seating areas to create activity in the space and make physical and visual connections between the buildings and the space.
  Civic spaces should have a balance of formal gathering places (hardscape, seating, public art, etc.) and landscape (gardens, lawns, planting beds, etc.) generally within the following:
  - Green: formal = 15% - 50%; landscape = 85% - 50%
  - Square: formal = 50% - 75%; landscape = 25% - 50%
  - Plaza: formal = 75% - 85%' landscape = 15% - 25%
  - Courtyard: formal = 25% - 50%; landscape = 50% - 75%
- ❑ One overstory tree for every 25' of street frontage and one understory or evergreen tree for every 2,000 square feet.

36-3.05 Blocks & Lots

A. **Design Objectives**. The block and lot standards have the following design objectives:

1. Ensure the proper arrangement of blocks and lots in relation to the street network and civic and open spaces.
2. Design subdivisions to coordinate with adjacent development patterns or future development in terms of street networks, civic and open spaces, and block patterns.
3. Arrange blocks and lots in a manner that is least disruptive to existing topography and capitalizes on inherent natural characteristics of the land as defining features.
4. Coordinate access and utilities for each lot in association with larger systems of streets and infrastructure.
5. Promote appropriate site, building, and frontage designs in relation to street design types or other civic and open spaces that lots may front on.
6. Ensure that all lots are buildable according to this code and that all non-developed tracts or other parcels serve community functions in relation to the overall development pattern.

B. **Block & Lot Arrangement**.

1. *General Layout.* All blocks shall be laid out to have two tiers of lots unless dictated by existing development patterns outside of the control of the project or by access management on

regional transportation routes.

2. *Block Size & Patterns.* The maximum block length shall be based on the street connectivity standards and specific context as identified in Section 36-3.03.B and Table 3-1.

3. *Lot Patterns.*
   a. Lot size, width, depth, and shape shall meet the applicable zoning district standards and accommodate appropriate building location, orientation, and site design. Corner lots or irregular shaped lots may need additional space beyond minimum dimensions to account for appropriate building placement.
   b. All lots shall front on a public or private street, or on an alternative access or common open space where specifically allowed by these regulations.
   c. All side lot lines shall be as close as practical to perpendicular to front lot lines, or radial to any curves along the front lot lines. Other irregular lot patterns shall only be permitted where they are used to integrate patterns of buildable lots into the overall block structure and to provide consistent relationships of lots and buildings to the streetscape.
   d. Any undeveloped lands, remnant spaces between blocks, or land area below the minimum developable lot sizes shall either be designated as open space meeting the requirements of Section 36-3.04 or be incorporated into the abutting lot.

4. *Access.* Access for all lots shall be coordinated at the largest scale possible and according to the following priorities in order to preserve the function of the street network and the design of streetscapes and frontages. Access shall be based on the thresholds of applicability included in Section 36-7.03.B.
   a. Internal block access shared among multiple lots through alleys or internal access lanes.
   b. Cross-access easements serving multiple lots through a system of consolidated access points and easements.
   c. Common access shared among abutting lots and meeting the frontage design standards and options.
   d. Individual access points are subject to the frontage design standards and any modifications provided in this chapter, and requirements of the PW Director per Chapter 98 and the applicable Public Works Design Standards and Technical Specifications.

5. *Easements.* All blocks shall include easements for all utilities, required improvements, access, and open spaces necessary to serve each lot. Easements shall be granted by the owner to the appropriate entity. All easements shall be accessible from the public right-of-way and graded to within 6 inches of final grade before improvements are installed. Unless otherwise specified through the development review process, easements shall be as specified in Table 3-7.

Table 3-7: Minimum Easement Widths

Common rear lot lines	10', 5' on each lot
Rear lots along an alley	None, provided the alley is at least 12' wide and can accept utilities
Perimeter rear lot lines w/o common boundary	10'
Cross access	18' (residential use - 2 units or less); 24' (all other uses)
Side easements, where necessary	5'
Front easements (if necessary due to other site / ROW constraints	10'

6. *Drainage.* Where a subdivision is traversed by a natural watercourse, drainageway, or stream, blocks shall be laid out in coordination with these features, and they shall be integrated into the civic and open space systems.

a. Natural channels and karst features such as sinkholes, springs, and caves are regulated by Chapter 96, but may be integrated into the block structure and open and civic space systems as common open space.
b. Blocks and lots should otherwise be arranged so drainage is generally along the right-of-way lines and integrated into streetscape design or along the rear of lots in the mid-block area.
c. Additional right-of-way or easements may be necessary to account for drainage, which may be integrated into the open and civic space system and dedicated to the city or other appropriate entity maintaining the system.

36-3.06 Required Improvements

A. **Design Objectives.** The required improvements standards have the following design objectives:

1. Ensure that all public improvements necessary to serve lots and buildings are constructed, inspected, or otherwise assured of completion prior to approval of a final plat, issuance of building permits, other final approvals.

2. Integrate the design and construction of public, common, and private improvements with development in the most effective and efficient manner.

3. Prevent undue burden on public infrastructure, streets, utility systems, and community facilities from the improper location, design, or timing of subdivisions or development projects.

4. Provide appropriate apportionment of construction and maintenance costs for public facilities serving development.

5. Protect against subdivisions or development projects where streets, structures, soil, subsoil, or flooding conditions would create potential dangers to property, infrastructure investments, or public health and safety.

6. Coordinate construction of required improvements with other anticipated improvements and with future growth.

B. **Applicability.** The standards and procedures of this section shall apply to:

1. All subdivisions that require public improvements.

2. Any zoning approval, zoning site plan, or building construction that requires construction or modification of public improvements.

3. Any development proposal that proposes major construction in or impacting a public right-of-way.

C. **Improvements & Standards.** Design and construction of all public improvements shall be the responsibility of the applicant and shall be designed by a professional engineer and built by a qualified contractor. All public improvements shall conform to the design and construction specifications approved by the agency or department with jurisdiction over the improvement. Required improvements shall include:

1. *Streets.* Street improvements shall include all streetscape design elements, pavement and sidewalk standard cross-sections, multi-modal features, intersection details, traffic management devices, signs, lighting, and other public safety elements. Streets shall be constructed as required by the plat, mapped streets, the major thoroughfare plan, traffic studies, or analysis, and/or any other governing documents, plans, or requirements. All approved subdivisions shall:
   a. Construct streets that provide legal lots with appropriate access to a public street or alley and to facilitate future connectivity of adjacent lots in compliance with all requirements of this article;
   b. Construct streets for all unbuilt but platted streets, alleys, sub-standard streets, mapped

streets, or streets shown on the major thoroughfare plan that abut the subdivision; and

c. Construct streets to all adjacent and abutting properties to facilitate future connectivity in the area.

2. *Sidewalks and Trails*. Sidewalks and/or trails shall be constructed for any development or subdivision in accordance with Chapter 98, the applicable Public Works Design Standards and Technical Specifications, the plat, and all other applicable subdivision or development requirements, and as noted below. Single-family residential lots with legal lot frontage on existing public streets are exempt from these requirements.

a. Requirements for subdivisions with new streets, site plans, or building permits shall provide the following:

(1) Sidewalks or trails shall be constructed with all new street construction.

(2) Where lots abut existing streets, the applicant shall construct new sidewalks or trails along the full required street frontage that connect to existing sidewalks, trails, driveways, or roadways, adjacent to or near the applicant's property lines, of all lots included in the subdivision, site plan, or building permit activity.

(3) For lots with more than 600 feet of street frontage, sidewalk or trail construction may be phased if requested in writing by the applicant and approved by the PW Director, subject to the following conditions:

i. Each phase of construction shall occur at the time of any building permit, site plan, or other activity that triggers the sidewalk requirement;

ii. Each phased construction segment shall be directly proportional to the square footage or acreage being developed or modified; and

iii. No individual phased construction segment shall be less than 25% of the total required frontage.

b. Conditions where fee in lieu or modified requirements apply. If the conditions in item a.(2) are not present, or if the PW Director determines that sidewalk construction cannot be reasonably achieved due to physical, structural, or site-specific constraints, the following shall apply:

(1) The applicant shall pay a fee in lieu of sidewalk construction for the entire property frontage. The fee amount shall be as approved by the City Council in the annual fee schedule and shall be calculated at the time of the permit or activity that triggers the fee requirement.

(2) The site plan shall accommodate future sidewalk or trail construction through site grading and dedication of right-of-way. The fee in lieu amount will be reduced to 75% when the site is graded to allow future construction of pedestrian facilities. If the PW Director determines that grading of the site is impractical due to physical limitations or excessive cost, the grading requirement may be waived, and the full fee in lieu amount shall apply.

(3) For lots with more than 600 feet of street frontage, the fee in lieu of sidewalk may be paid in phases if requested in writing by the applicant and as specifically approved by the PW Director, subject to the following conditions:

i. Payment shall occur at the time of any building permit, site plan, or other activity that triggers the sidewalk requirement.

ii. Each phased payment shall be directly proportional to the additional square footage or acreage being modified under the approved permit or activity.

iii. No individual phased payment shall be less than 25% of the total fee based on the full street frontage.

3. *Linear Park Trail Easements.* Where a trail corridor, greenway, bicycle facility, or multi-use path is identified in the Springfield or Greene County Comprehensive Plan, the Ozarks Transportation Organization (OTO) Regional Transportation Plan or Regional Trail Plan, the City of Springfield Bicycle and Pedestrian Plan, or any other adopted transportation, neighborhood, corridor, or small area plan, the City may require dedication of a linear park trail easement as part of subdivision or development approval.

a. A linear park trail easement may also be required where necessary to provide logical extension of existing or planned trail or pedestrian facilities, preserve corridor continuity

between properties, prevent fragmentation of future trail connections, or implement the connectivity and circulation objectives of adopted plans, even where a specific alignment is not depicted.

b. In evaluating the need for an easement, the Director of Planning and Development shall consider adjacent development patterns, anticipated future connectivity, access to public facilities and community destinations, and the long-term integrity of the City's transportation and greenway network.

c. Corridor Preservation. A linear park trail easement may be required to preserve a planned corridor identified in an adopted plan even if the trail is not yet constructed on or adjacent to the property to be subdivided.

d. Easement Width. Linear park trail easements shall have a minimum width of 30 feet; however, the required width may be increased as necessary to accommodate trail construction, grading, drainage, utilities, and long-term maintenance access in accordance with adopted City design standards.

e. Administrative Authority. The Director of Planning and Development may require dedication of a linear park trail easement during review of an administrative replat, lot division, or other subdivision action where such dedication is necessary to implement adopted transportation, bicycle, pedestrian, or trail plans.

f. Phased Development Alignment. Where development occurs in phases, required trail easements shall be located and aligned to allow logical continuation onto adjacent properties and future phases of development, consistent with adopted plans.

4. *Stormwater.* Stormwater systems shall include channels, pipes, detention and retention facilities, stream buffers, integration with natural features, flood protection, erosion control, or other best management practices. Stormwater improvements shall be coordinated with streetscape designs, open and civic spaces, and any other easements necessary within the block and lot patterns.

5. *Sanitary Sewer.* Sanitary sewer connections and transmission for each lot, including sewer mains, conveyance pipes, tanks, lift stations, and service connections.

6. *Survey Monuments.* Permanent markers and monuments that conform to the Missouri Minimum Standards for Property Boundary Surveys shall be protected and/or re-installed by a licensed surveyor as required by the City Surveyor.

7. *Utilities and Coordination with Other Facilities.* Water and electric service shall be provided for each lot. The applicant is responsible for coordination with all facilities and services, such as gas and communications which may be required subject to coordination with the individual provider.

8. *Off-site Improvements.* The applicant shall install any off-site improvements according to city standards where necessary to serve the proposed development. The necessity of off-site improvements shall be based on:
   a. Any specific plans or studies related to the project and its impact on surrounding areas or facilities.
   b. Capital improvement plans or level-of-service policies for the area.
   c. Other plans or capacity analysis of any entity serving the area with public facilities or services.
   d. The City may apportion the applicant's share of the improvement according to Section 36-3.06. If an agreement to apportion the appropriate share cannot be reached, and necessary off-site improvements are not otherwise installed, the City may deny the application until public facilities are in place.

D. **Improvements to Existing Infrastructure.** For any development project where required public improvements in subsection C are existing, the applicant is required to upgrade the public facilities for the site and for all right-of-way on the project frontage as follows:

1. In addition to any other requirements, any element of a public improvement that is in disrepair shall be repaired or replaced in accordance with the following:
   a. Not suitable to support any function of the proposed development including but not

limited to:
(1) Insufficient street pavement cross section or pavement condition to support increased traffic volume or the use of commercial trucks or transportation.
(2) Insufficient lane widths to support proposed traffic or any other major safety deficiencies.
(3) Any pedestrian facilities not in compliance with the Public Right-of-Way Accessibility Guidelines (PROWAG) requirements.
(4) Any drainage or stormwater issue that could cause further deterioration of the street or drainage structures.

2. Any deficiency in capacity based on a traffic or engineering study shall be accounted for with new capacity to accommodate the proposed development.

3. Sidewalks and streetscape designs shall be included based on the applicable street design type; however, where the right-of-way or the current condition of streetscape design on the remainder of the block does not accommodate or coordinate with the typical standard, the PW Director may accept improvements that bring the streetscape into conformance with the block face required street design type.

4. Where a public improvement is identified in a city capital improvements plan or program that anticipates a more complete or comprehensive approach to the public improvement, the City may require a payment of the applicants proportionate share of that project and/or require that the project be expedited to accommodate the proposed development.

5. In all cases upgrades of public improvements shall be to the engineering and construction specifications necessary for the facility to support the proposed development.

E. **Construction Prior to Final Plat or Building Permit.** Public improvement plans shall be accepted and permitted for construction by the PW Director. All constructed improvements shall be inspected and accepted by the PW Director prior to approval of a final plat or issuance of a building permit. The PW Director may provide formal guidance of all public improvement plan processes on the City's website.

1. *Plan Submittal and Review.* A public improvement plan shall be submitted in compliance with the preliminary plat, the applicable Public Works Design Standards and Technical Specifications, this chapter, and any other associated development plan. All improvements shall be submitted in one plan set. However, projects with only sidewalk and/or driveways as the only improvements on right-of-way may be placed in the building or site plans. Proper permits will need to be issued by the Department of Public Works prior to construction in the right-of-way.

2. *Acceptance of Plans.* Acceptance of public improvement plans is based on a cursory review and does not imply or constitute approval of the plans. Any errors, omissions, or other items that are found needing correction after acceptance are the responsibility of the applicant. Any items in the plans not specifically in compliance with all requirements must be approved in writing by the PW Director and noted on the plan sheets.

3. *Fees.* Fees will be provided in the annual fee study approved by the City Council.

4. *Drawings and Inspection.* Following construction the applicant shall submit "as built" drawings of the improvement and certifications that the improvements were built according to plans and city standards and specifications.

5. *Acceptance of Improvements.* Following inspection or correction of any deficiencies the City may accept the public improvements. Upon acceptance of all required public improvements the City may:
a. Release all portions of any security for improvements according to subsection E.
b. Approve the final plat or issue any building permits, unless otherwise issued according to subsection E.

F. **Performance Guarantee & Security.** As an alternative to construction and acceptance of improvements prior to approval of a final plat or authorization of a building permit, the PW Director may accept a

performance guarantee and security. Performance guarantees shall only be considered when public improvement plans are reviewed and accepted by the City as ready for construction. The performance guarantees shall ensure funding is in place to cover the cost of completing any improvement and ensure that all necessary improvements to serve the development are in place within a reasonable time after approvals according to the following:

1. *Term.* The term of the performance guarantee may not exceed 1 year from approval of a building permit or 2 years from approval of the final plat. If the developer has not completed the required public improvement within this period, or alternate period approved in writing by the PW Director, the City may exercise any actions authorized from default on the security. The PW Director may extend the time frame for completion if in the best interest of the city and/or the scope of the completion of the work may require additional time to reasonably complete.

2. *Amount and Form.* The security may be in the form of a bond, escrow agreement, letter of credit, or other appropriate security approved by the City. The estimated total cost of any required improvement shall be itemized by improvement type and certified by the applicant's registered engineer and/or contractor's official bid for the work. The amount of the security may be determined by the City based on assessing cost estimates, duration, risk, and other contingencies from the improvement, which shall typically be no less than 150% of the estimated total cost.

3. *Default and Use of Security.* If the applicant fails to properly install the required improvement within the term of the guarantee, or any authorized extensions, the guarantee shall be in default. The City is authorized to draw upon the security to fund completion of the improvement. If the costs of completing the improvement, including any associated design, consulting, administrative, construction, or other costs associated with completing the work, exceed the security amount, the applicant is liable for all excess cost. The City may withhold any future approvals relating to the property and seek any other enforcement remedies for violation of the development code.

4. *Release of Security.* The security shall be released within 30 days after all of the following occur:
   a. The release of funds is requested in writing by the applicant.
   b. The conditions of the performance guarantee have been completed and approved by all agencies with jurisdiction over improvements.
   c. Any required maintenance obligations have been provided.
   d. A final inspection has been conducted by the city or other written acceptance of infrastructure by any other owners of facilities.
   e. Written documentation of the facilities "as built" and certification of construction according to City standards and specifications has been submitted.
   f. The City may release the security for completion of each category of improvement or phases of any improvements and may retain up to 5% of the total cost of any portion until the final acceptance of all improvements.

5. *Other Deferrals.* The following required improvements may be deferred to more specific schedules in coordination with development:
   a. *Private Stormwater.* Construction of private storm water drainage or detention facilities may be deferred to the time of development and prior to the issuance of a building permit or Certificate of Occupancy, provided that preliminary design plans are approved and sufficient to show the appropriate function of the facilities as proposed and in association with other related drainage systems.
   b. *Sidewalks with Other Public Improvements.* Sidewalks required as part of a subdivision in conjunction with a public improvement plan for a street improvement may be guaranteed in accordance with requirements for public improvements.
   c. *Sidewalks Independent of Other Public Improvements.* Sidewalks required but not part of a subdivision or public improvement plan may be included with a site plan or building permit and shall be constructed prior to an occupancy permit.

G. **Reimbursement Agreements.** Applicants constructing required improvements for their property within their project or through undeveloped areas to serve their project shall be responsible for the entire cost of the improvements. Whenever any portions of the required public improvements are part of a planned

future facility for the City, serving an area larger than the subdivision and its impact, the City may require, and the applicant may enter into an upsizing agreement. The City and the applicant shall negotiate the following aspects of the agreement prior to approval of the preliminary plat:

1. The applicant shall construct the facilities as planned by the City for future capacity as part of the subdivision and development process.

2. The applicant shall be responsible for the portion of the costs required to serve the proposed subdivision based on actual total cost to build the facilities absent any upsizing agreement.

3. The City shall be responsible for any incremental costs to expand the facility to the planned capacity, beyond the capacity to serve the subdivision. The City's participation may be based on the applicant bidding the project with bid alternates: one alternate to build the minimum required facility to serve the subdivision or development and the second bid alternate being for the upsized facility planned by the City.

4. The City may coordinate its reimbursement schedule to the applicant with fees assessed to other property in coordination with any future development of land benefitting from the improvements, but in no case may this period be extended beyond 5 years from the date the improvement is made, unless specifically agreed to by the applicant.

5. The agreement shall be subject to approval by the City Council.

Article 4. Districts & Uses

36-4.01 Establishment of Districts
36-4.02 Permitted Uses (Use Table)
36-4.03 Specific Use Standards
36-4.04 Accessory Uses
36-4.05 District Performance Standards
36-4.06 General Use Restrictions

36-4.01 Establishment of Districts

A. **Intent.** The following districts are established to carry out the purposes of this chapter. The standards and criteria for development in each district shall be interpreted based on the intent of each district, including context, relationship to other districts and uses, scale and format of uses and buildings, and design characteristics of the district.

Table 4-1: Zoning Districts & Intent

District & Intent	*Applicable Placetypes*
R-SF – ***Single-family Residential.*** The R-SF district provides residential living in lower-density suburban or walkable neighborhood settings with access to supporting uses such as schools, churches, parks, and other public facilities. The character of these areas emphasizes low intensity activities and access to amenities and recreation, with proximity to daily needs.	▪ Traditional Neighborhood ▪ Center City Neighborhoods ▪ Mixed Residential (Limited Applicability)
R-MX1 – Mixed-density Neighborhood - Low. The R-MX1 district provides residential living in compact, walkable neighborhood settings, allowing a mix of housing types and supporting non-residential uses. The character of these areas emphasizes human-scale, moderate intensity uses and access to amenities, recreation, and daily needs. The predominant building types are low-scale single- and multi-unit buildings. Well-designed streetscapes, open and civic spaces provide the focal point to integrate a variety of building types with a consistent neighborhood character.	▪ Traditional Neighborhood (Transition Areas) ▪ Center City Neighborhood (Strategic Integration) ▪ Mixed Residential ▪ Mixed Use (Limited Applicability)
R-MX2 – Mixed-density Neighborhood – Medium. The R-MX2 district provides residential living in compact, walkable neighborhood settings and along corridors, allowing strategic location of moderate density housing near supporting uses. The character of these areas emphasizes human-scale, moderate intensity uses and access to amenities, recreation, and daily needs. The predominant building types are moderate-scale and multi-unit buildings. Well-designed streetscapes, open and civic spaces provide the focal point to integrate a variety of building types with a consistent neighborhood character.	▪ Traditional Neighborhood (Transition Areas) ▪ Center City Neighborhood (Strategic Integration) ▪ Mixed Residential ▪ Mixed Use (Limited Applicability) ▪ City Corridor
R-MX3 – Mixed-density Neighborhood - High. The R-MX3 district provides residential living in high-density patterns in urban areas or larger-scale multi-family projects in suburban areas where there are appropriate transitions and buffers between neighborhoods and supporting uses along corridors. The character of these areas emphasizes high-activity environments with proximity to or integration with other uses in walkable formats. The predominant building type is large-scale, multi-unit buildings in compact formats in urban areas, or large-scale multi-building complexes in suburban areas. Well-designed urban streetscapes and civic spaces provide amenities for residents.	▪ Traditional Neighborhood (Transition Areas) ▪ Center City Neighborhood (Strategic Integration) ▪ City Corridor ▪ Downtown (Strategic Integration)

Table 4-1: Zoning Districts & Intent

District & Intent	Applicable Placetypes
R-MHC – Residential Manufactured and Small-format Housing Community. The R-MHC district provides residential living in manufactured or other small-format housing, in a planned development pattern that share common amenities. Variations in housing patterns include courtyard patterns, pocket neighborhoods, or larger planned communities. Low intensity recreation amenities or well-designed internal streets and common spaces provides focal points to support the compact arrangement of small housing units.	▪ Limited to planned applications in a variety of residential settings according to the development patterns and design criteria in Section 36-5.05.D.
C-MX1 – Commercial Mixed-use Neighborhood. The C-MX1 district provides for small-scale and low-intensity uses that complement and support surrounding neighborhoods or which may support more intense commercial or industrial districts. It includes neighborhood serving uses that meet the daily needs of surrounding residents in small-scale buildings and formats. It may be integrated into urban neighborhoods with compact, walkable patterns and human-scale design; or alternatively may support more suburban neighborhoods if limited in scale and intensity and the impacts of automobile-oriented formats and access are mitigated with appropriate transitions and site design.	▪ Mixed Use ▪ City Corridor ▪ Business Flex (Limited Applicability) ▪ Institution & Employment Center (Limited Applicability) ▪ Traditional Neighborhood (Transition Areas) ▪ Center City Neighborhood (Strategic Integration)
C-MX2 – Commercial Mixed-use Community. The C-MX2 district provides a mix of neighborhood, community-scaled commercial, entertainment, and/or employment uses and supporting residential and civic uses. The predominant building type is small- and moderate scaled mixed-use buildings, which are supported by strategic urban residential and commercial buildings. The character of this area emphasizes a high level of civic design, walkable urban patterns, and a concentration of diverse, small- and moderate-scale uses; however some higher intensity or larger format commercial or employment uses may be integrated into the pattern as anchors to support the overall mixed-use environment. It is primarily intended for the transformation of automobile-oriented corridors into walkable, mixed-use areas through the integration of a walkable street network and formal civic spaces as the framework for redevelopment.	▪ Mixed Use ▪ City Corridor
CC – Center City. The CC district provides an integrated mix of retail, service, entertainment, office, and civic uses, and supporting residential uses or limited light industrial uses, in a compact and walkable format. This district serves as the central business district and core of Springfield's economic, social, and government activities. The character of this area emphasizes a high level of civic design, walkable urban patterns, and a concentration of diverse, small- and moderate-scale uses. Sub-districts can accommodate larger or more intense supporting uses that may be strategically located on edges of the district or on side streets that do not disrupt urban frontages and patterns.	▪ Downtown ▪ Institution & Employment Center (Limited Applicability)
COM – Commercial Street. The COM district is intended to be a mixed-use district that accommodates a variety of residential, commercial, and light industrial uses. It is intended for the older commercial and light industrial areas fronting and adjacent to Commercial Street that tend to accommodate a wide variety of uses. This area initially developed early in the city's history and does not display the characteristics typical of modern suburban development.	▪ Mixed Use
GC – General Commercial. The GC district provides a mix of moderate and large-scale, high- intensity commercial uses (retail, service, office) that can serve as anchors to support adjacent districts and corridors, or which have a community-wide reach and are therefore located on busier corridors in non-urban contexts. The character of the area includes large-scale buildings and sites which feature monumental gateways or entrances at key locations, and automobile-oriented features are mitigated by streetscape designs and landscape buffers.	▪ City Corridors ▪ Business Flex (Limited Applicability) ▪ Institution & Employment Center (Limited Applicability)
GI – Government & Institutional. The GI district provides for the concentrated location of federal, state, or local government activities, major public or private institutions, or large medical facilities. These uses are not limited to this district, but the district provides a concentrated area for where these uses are comparatively intensive and require substantial buildings and land areas.	▪ Institutional & Employment Center ▪ Downtown

Table 4-1: Zoning Districts & Intent	
District & Intent	***Applicable Placetypes***
LIC – Light Industrial / Commercial. The LIC district provides primarily service, employment, manufacturing, and distribution uses at a scale, intensity, and format that won't have significant impact on adjacent uses, and which can mix with supporting and compatible service and retail uses characteristic of mixed- and flex-use business areas.	▪ Business Flex ▪ Institution & Employment Center ▪ Industry & Logistics
HM – Heavy Manufacturing. The HM district provides primarily manufacturing uses at a scale, intensity, and format that could impact adjacent uses or where specific land resources, distribution facilities or other supporting infrastructure is needed. It may include limited applications of support service, employment or distribution uses. This district is generally located remote from residential or mixed-use areas, or requires significant buffers and sensitive site design transitions to minimize impacts on these areas.	▪ Industry & Logistics
OS – Open Space. The OS District is intended for outdoor recreation facilities and or other civic or community uses requiring large open land areas which, by reason of topographic features, proximity to a natural drainage courses or other natural or man-made features, may be either unsuitable for customary density of construction or use or are otherwise more suitable for preservation, design, or development as a community or public asset.	▪ Urban Green Space & Recreation ▪ Institution & Employment Center
Special purpose district includes areas of the city that require specific planning to address unique development and design issues. These may facilitate development projects based on a focused planning effort or address specific policies or topics for a general area. Examples include "planned" zoning districts that modify the base district standards or "overlay" districts that either blend areas of different zoning to create compatibility, or special topic districts such as Planned Zonings, Historic Designations, or Airport Overlays. (See Sections 36-2.06, 36-2.11, and 36-10.01 respectively)	▪ Specific planned applications' special purpose districts

Limited Applicability – The zoning district may not apply to every situation or property. There may be specific conditions or circumstances which make the zoning district applicable within the specific placetype.

Transition Areas – Typically, there is a one-to-two block transition zone on either side of where two different placetypes come together. The zoning district may be appropriate within a transition area between the designated placetype and another placetype or along the edge of a neighborhood, commercial area, or roadway within the specified placetype. In transition areas both the primary and supporting land uses from either placetype could be appropriate.

Strategic Integration – The zoning district may be located within the placetype in a deliberate and coordinated way to further the goals of ForwardSGF, land use policies, infrastructure investments, and community development goals.

B. **Official Zoning Map.** The boundaries of the districts are shown on the official zoning map, which together with all explanatory information is adopted by reference as part of this chapter. The map shall be kept on file with the City Clerk and Department of Planning & Development. Electronic copies and files of this map shall reference the "Official Copy", but any copy should be verified with the Department before materially relying on any electronic or other representative copy of the map. Changes to this map shall occur through the procedures specified in Article 2.

C. **Transition of Previous Districts**. The zoning districts under the previous code match the zoning districts in this chapter as specified in Table 4-2. The Official Map under the previous code shall transition and be interpreted according to the corresponding zoning districts in this table, and all further zoning changes shall follow the districts in this chapter.

Table 4-2: Zoning District Transitions	
Previous Code	***This Code***
R-SF – Single-family Residential	*R-SF – Single-family Residential*
R-TH – Residential Townhouse *WC-3 – West College Residential Sub-area 3* *LWO – Live Work Overlay*	*R-MX1 – Mixed-density Neighborhood - Low*
R-LD – Low-density Multifamily Residential *R-MD – Medium-density Multifamily Residential* *WC-2 – West College Live/work Sub-area 2*	*R-MX2 – Mixed-density Neighborhood - Medium*
R-HD – High-density Multifamily Residential *UN – University Combining*	*R-MX3 – Mixed-density Neighborhood - High*
R-MHC – Manufactured Home Community	*R-MHC – Residential Manufactured & Small-format Housing Community*
GI – Government and Institutional Use	*GI – Government and Institutional*
LB – Limited Business *O-1 – Office* *O-2 – Office* *WC-1 – West College Mixed-use Subarea 1*	*C-MX1 – Commercial Mixed-use Neighborhood*
(NEW)	*C-MX2 – Commercial Mixed-use Community*
CC – Center City	*CC – Center City*
GR – General Retail *HC – Highway Commercial*	*GC – General Commercial*
CS – Commercial Service *RI – Restricted Industrial* *LI – Light Industrial* *IC – Industrial Commercial*	*LIC – Light Industrial / Commercial*
GM – General Manufacturing *HM – Heavy Manufacturing*	*HM – Heavy Manufacturing*
(NEW)	*OS – Open Space*

D. **Legacy Districts**. The following districts or special approvals occurred under standards and procedures that have been changed in this chapter. However, the approvals, conditions, and entitlements on these properties are preserved and apply to each property as they did under the previous code, until the established district regulations are changed under the provisions of this chapter.

1. Conditional overlay districts approved according to Section 36-407 of the previous code.

2. Planned development districts approved according to Section 36-405 of the previous code.

3. Urban conservation districts, overlays, or other special districts approved under the previous code, specifically:

a. Airport Overlay District (See Section 36-10.01)
b. Commercial Street district (COM) (See Section 36-10.02)
c. Midtown (See Section 36-10.03)
d. Phelps Grove (See Section 36-10.04)
e. Rountree (See Section 36-10.05)
f. Walnut Street (east and west) (See Sections 36-10.06 and 36-10.07)
g. Grant Avenue Parkway (see Section 36-10.11)
h. Moon City Live/Work District (see Section 36-10.12)

36-4.02 Permitted Uses (Use Table)

A. **Use Table.** Table 4-3 establishes permitted uses for each zoning district. The uses are established to implement the intent of each district, and along with the development and design standards permit a compatible range of uses within each district and facilitate complementary transitions between districts.

1. The table identifies uses as:
   a. Permitted uses (P) subject to general district and building standards and review procedures.
   b. Conditional uses (C) subject to the review process and criteria for a conditional use permit in Section 36-2.04.
   c. Uses with no entry are not permitted in the district.

2. Uses permitted by the table (whether P or C), or specific types of uses within the generally enabled categories, may be subject to specific standards or limits Section 36-4.03.

3. Other accessory or temporary uses not listed in the table may be permitted according to Section 36-4.04.

4. Uses in the table are more specifically described in Section 36-11.02. Where a proposed use is not generally listed or appears to meet the description of more than one use, the PD Director shall interpret the most equivalent described use considering:
   a. The similarity of the use in terms of scale, impact, and operations to other described uses;
   b. The typical building format and site design associated with the use based on existing relevant examples; and
   c. The compatibility of the use with other permitted uses in the district, and the potential contribution of the use to the intent of the district.

Any uses that may not be interpreted as equivalent to a use in Table 4-3 is not anticipated by these regulations and may only be allowed by an amendment to the development code.

Table 4-3: Permitted Uses

P = Permitted use *C = Conditional use permit* ***Use***	***R-SF***	***R-MX1***	***R-MX2***	***R-MX3***	***R -MHC***	***C-MX1***	***C-MX2***	***CC***	***COM***	***GC***	***GI***	***LIC***	***HM***	***OS***
Residential Uses														
Household Living – One-unit Dwelling	P	P	P	P	P				See Section 36-10.02		C			
Household Living – Multi-unit Dwelling		P	P	P		C	C	C		C	C			
Household Living – Live-Work Dwelling		C	P	P		P	P	P		C				
Household Living – Small-format Dwelling	C	C	P	P	P						C			
Household Living – Manufactured Dwelling					P									
Household Living – Mixed-use Dwelling			C	C		P	P	P		P				
Household Living – Accessory Dwelling	See Section 36-4.04.C.										C			
Existing Residential				P		P		P		P	P	P	P	
Group Living – Group Home, Residential	P	P	P	P	P									
Group Living – Group Home, Custodial			P	P										
Group Living – Boarding House Small (3-11 bedrooms)		C	C	P		C		P		P	C			
Group Living – Boarding House Large (12+ bedrooms)			C	P							P			
Group Living – Dormitory				C							P			
Civic Uses														
Assembly – Small (<400 capacity; <2.5 ac.)	P	P	P	P	P	P	P	P	See Section 36-10.02	P	P	P		
Assembly – Medium (400 – 800 capacity; <4 ac.)		C	P	P		C	P	P		P	P	P		
Assembly – Large (>800 capacity)				C			C	P		P	C	P		
Cemetery								P		P	P	P	P	
Crematorium												P		
Cultural Facility Small (<10K)	C	C	C	C	C	P	P	P		P	P			
Cultural Facility – Large (>10K)						C	P	P		P	P			
Event Venue – Small (<1K capacity)						C	P	P		P	P	P		
Event Venue – Medium (1K – 3K capacity)							P	P		P	P	P		
Event Venue – Large (>3K capacity)								P			P			
Funeral Home and Mortuary (accessory crematorium)						C	P	P		P		P		
Open Space – Athletic Field											P			P
Open Space – Open & Civic Space (See Section 36-3.04)	P	P	P	P	P	P	P	P		P	P	P	P	P
Open Space – Recreation Center & Grounds	P	P	P	P	P	P								P
Public Safety – Community Corrections Facility											C		C	
Public Safety – Jail											C		C	
Public Safety – Police & Fire Station	P	P	P	P	P	P	P	P		P	P	P	P	

Table 4-3: Permitted Uses

P = Permitted use *C = Conditional use permit* ***Use***	***R-SF***	***R-MX1***	***R-MX2***	***R-MX3***	***R-MHC***	***C-MX1***	***C-MX2***	***CC***	***COM***	***GC***	***GI***	***LIC***	***HM***	***OS***
School – Primary / Secondary	P	P	P	P			P	P	See Section 36-10.02		P			
School – Vocational Business							P	P		P	P			
School – Vocational Industrial or Trade							C	C		C	P	P	P	
Transportation - Airport											P		P	
Transportation – Commercial Parking Lot							C	P		P	P	P	P	
Transportation – Bus Station								P		P		P	P	
Transportation – Heliport											C		P	
Transportation – Motor or Rail Freight Terminal													P	
Utility – Minor	C	C	C	C	C	P	P	P		P	P	P	P	P
Utility – Major											C	C	P	
Utility – Wireless Telecommunication Facility (See Section 36-10.10)	C	C	C	C	C	P/C	P/C	P/C		P/C	P/C	P/C		
Commercial Uses														
Adult Entertainment									See Section 36-10.02	P		P	P	
Animal Care / Sales – Limited (<5K; no boarding)				C		P	P	P		P		P		
Animal Care / Sales – General (5K – 10K; limited boarding)							P	P		P		P	P	
Animal Care / Sales – Heavy (>10K; boarding (or outdoor care)							C			C		P	P	
Daycare – Commercial (See Chapter 38 Article IX)			C	C		P	P	P		P	P	P		
Entertainment & Recreation – Small (<5K)				C		P	P	P		P	P	P	P	
Entertainment & Recreation – Medium (5K – 10K)							P	P		P	P	P	P	
Entertainment & Recreation – Large (10K – 50K)							C	C		P	C	P	P	
Entertainment & Recreation – Complex (>50K)								C		P		P	P	
Entertainment & Recreation – Outdoor										C		C	C	
Food & Beverage Establishment – Small (<3K, or <10% of mixed-use building)		C	C	P		P	P	P		P	P	P		
Food & Beverage Establishment – General (3K – 8K)				C		C	P	P		P	P	P		
Food & Beverage Establishment – Large (>8K)							C	P		P	P			
Food & Beverage Establishment – Drive-through										P				
Lodging – Bed and Breakfast (<5 guest rooms)	C	C	C	P		C	P	P		P	C			
Lodging – Small / Inn (5 – 12 guest rooms)						C	P	P		P	P	P		
Lodging – Hotel / Motel, Medium (13 – 80 guest rooms)							P	P		P	P	P		
Lodging – Hotel / Motel, Large / Conference Center (>80 guest rooms)							C	P		P		P		
Lodging – Short-term Rental (See Section 36-10.08)	P	P	P	P	P	P	P	P		P	P	P	P	

Table 4-3: Permitted Uses

P = Permitted use C = Conditional use permit **Use**	R-SF	R-MX1	R-MX2	R-MX3	R_MHC	C-MX1	C-MX2	CC	COM	GC	GI	LIC	HM	OS
Marijuana & Medical Marijuana Uses (See Section 36-10.09)	See Section 36-10.09													
Medical Service – Small (<10K)				P		P	P	P	See Section 36-10.02	P	P	P		
Medical Service – Medium (10K – 30K)							P	P		P	P	P		
Medical Service – Large (30K – 100K)								P		P	P	P		
Medical Service – Campus / Complex (>100K)								P		C	P	P		
Office – Small (<10K)				C		P	P	P		P	P	P	P	
Office – General (10K – 30K)						C	P	P		P	P	P	P	
Office – Large (30K – 100K)							P	P		P	P	P	P	
Office – Campus / Complex (>100K)								P		P	P	P	P	
Personal Service – Small (<5K)				C		P	P	P		P	P	P		
Personal Service – Medium (5K – 10K)							P	P		P	P	P		
Personal Service – Large (>10K)							P	P		P	P	P		
Residential Care – Nursing Home			C	C		P	P	P		P	P	P		
Residential Care – Transitional Housing								P		C	P			
Residential Care – Transitional Shelter								C		C	P	C	C	
Residential Care – Treatment Facility								P		C	P	P	P	
Retail – Small (<5K; <10% of mixed-use building)			C	P		P	P	P		P	P	P	P	
Retail – Medium (5K – 10K)						C	P	P		P	P	P		
Retail – Large (10K – 50K)							P	P		P	P	P		
Retail – Extra Large (>50K)										P		P		
Retail – Grocery Store, Small (<10K)						P	P	P		P		P		
Retail – Grocery Store, Medium (10K – 40K)							P	P		P		P		
Retail – Grocery Store, Large (>40K)							C	C		P		P		
Retail – Outside Sales, Small (<0.5 ac.)						C	C	C		P		P		
Retail – Outside Sales, Medium (0.5 – 2.5 ac.)										P		P	P	
Retail – Outside Sales, Large (>2.5 ac.)										C		P	P	
Vehicle Service – Car Wash							C			P		P		
Vehicle Service – Gas Station, Small (<5 service areas)						C	P	C		P		P		
Vehicle Service – Gas Station, Medium (5 – 12 service areas)							C	C		P	P	P	P	
Vehicle Service – Gas Station, Large (13 – 24 service areas)										P	P	P	P	
Vehicle Service – Gas Station, Extra-large (>24 service areas)										C		P	P	
Vehicle Service & Repair – Small (<0.5 ac.; <4 service bays)						C	C	C		P			P	
Vehicle Service & Repair – Medium (0.5 – 1.5 ac.; 4 – 8 service bays)							C	C		P	P	P	P	
Vehicle Service & Repair – Large (>-1.5 ac.; >8 service bays)										C		P	P	

Table 4-3: Permitted Uses

P = Permitted use *C = Conditional use permit* ***Use***	***R-SF***	***R-MX1***	***R-MX2***	***R-MX3***	***R_MHC***	***C-MX1***	***C-MX2***	***CC***	***COM***	***GC***	***GI***	***LIC***	***HM***	***OS***
Industrial Uses														
Industrial & Business Service – Limited (<10 vehicle fleet)							P	P	See Section 36-10.02	P	P	P	P	
Industrial & Business Service – General (11 - 25 vehicle fleet)							C	C		P	C	P	P	
Industrial & Business Service – Large (>25 vehicle fleet)												C	P	
Manufacturing – Limited / Artisan (<10K)				C		P	P	P		P	P	P	P	
Manufacturing – Small (10K – 30K)							C	C		P		P	P	
Manufacturing – Medium (30K – 100K)										C		P	P	
Manufacturing – Large (>100K)												C	P	
Manufacturing – Heavy (any size)													C	
Warehouse & Storage – Indoor, Small (<20K)							C	C		C		P	P	
Warehouse & Storage – Indoor, Medium (20K – 100K)										C		P	P	
Warehouse & Storage – Indoor, Large (>100K)												C	P	
Warehouse & Storage – Outdoor, Small (<2.5 ac.)										C		P	P	
Warehouse & Storage – Outdoor, Large (>2.5 ac.)										C		C	P	
Warehouse & Storage – Chemicals, Waste, or Hazardous Materials													C	
Waste Management – Hazardous Waste Facility													C	
Waste Management – Landfill											C			
Waste Management – Recycling Center													P	
Waste Management – Scrap and Salvage Yard													C	
Waste Management – Sewage Treatment Plant											C			
Urban Agriculture Uses														
Community Garden	P	P	P	P	P	P	P	P	See Section 36-10.02	P	P			P
Market Garden – Small (<1 ac.)	P	P	P	P	P	P	P	P		P	P	P		
Market Garden – Medium (1 - 3 ac.)			P	P	P	P	P	P		P	P	P		
Market Garden – Large (>3 ac.)			C	C	C	P	P	P		P	P	P		

36-4.03 Specific Use Standards

A. **Adult Entertainment.** In order to avoid perceived secondary effects or impacts on property values documented in national studies, adult entertainment uses shall be limited as follows:

1. Adult entertainment uses shall be at least 2,000 feet from any residential zoning district, school, park, or assembly use, or any platted subdivision where 75% or more of the lots are developed for residential purposes.

2. Adult entertainment uses shall be at least 1,000 feet from any other adult entertainment use.

B. **Bed & Breakfast**. All bed and breakfast lodging uses shall comply with the following to be compatible with surrounding uses and the character of the district.

1. Bed and breakfasts are limited to frontages on arterial streets in the R-SF district, and only on collector or higher streets in other residential zoning districts.

2. The use shall be located in a building meeting the development and design criteria of other permitted buildings in the district, and alterations to support the use that are inconsistent with the building development and design standards are prohibited.

3. One additional parking space for each lodging room shall be provided. However, parking shall be located and designed in a manner that is compatible with site designs of all other uses and sites in the district. The City may adjust any parking requirement or reduce the permitted occupancy to meet this compatible location and design requirement per Section 36-7.04.

4. Food and accessory services shall only be provided for guests, and no outside or non- guest events shall be included as part of this use, unless otherwise permitted as a principal use in the district. No individual cooking facilities shall be permitted in the guest rooms.

5. In residential districts, one additional non-illuminated sign shall be permitted. The sign shall be limited to 12 square feet and located within 15 feet of the primary entrance. The sign shall be limited to 6 feet high if ground mounted, and 14 feet high if mounted on the building.

6. A bed and breakfast shall be separated from another bed and breakfast by at least 500 feet, except that the City may waive this requirement within 1,000 feet of any mixed-use, community or civic destination that is a transition between the mixed-use area and neighborhoods.

7. A business license shall be required annually, demonstrating compliance with these standards.

C. **Civic Uses in Residential Districts**. Nonresidential civic uses and buildings in residential districts shall meet the following conditions to promote the neighborhood character and be compatible with residential uses:

1. Lots shall front on a collector or arterial street.

2. All buildings and structures shall meet the applicable development standards for the districts. Facilities that require larger lots than are typical or permitted for residential uses in the district may be proposed, provided adequate open space, landscape, setbacks, and building design and orientation is demonstrated according to the zoning site plan criteria in Section 36-2.03.

3. Outdoor uses shall generally not be permitted between 10:00 p.m. and 8:00 a.m.

4. Any existing non-residential structure in a residential district that is no longer used for its designed purpose may be adapted and reused for other uses compatible with the neighborhood. The proposal for adaptive reuse shall be through a conditional use permit process in Section 36-2.04, and the following additional criteria:
   a. Uses shall be either permitted uses in the district, a multi-unit residential conversion, or uses otherwise permitted (P) in the C-MX1 district by Table 4-3, provided any proposed

use is otherwise determined to be neighborhood-serving for the specific context. Any additional limits on the design or operation of the use may be included in the conditional use permit to ensure compatibility with the area and specific location.

b. Expansions of buildings shall be limited to 20% of the existing building or 1,000 square feet, whichever is less.

D. **Dwelling, Live-Work.** In districts where live-work dwellings are allowed, the following standards and conditions apply to ensure compatibility with the context:

1. The commercial occupancy shall be accessory to the residential dwelling. The resident and the principal occupant of the commercial area shall be the same and the commercial occupancy shall be limited to no more than 50% of the building. However, the commercial occupancy is not limited to the home occupation standards.

2. No portion of the live-work unit may be separately rented or sold.

3. The commercial occupancy is limited to small-scale retail, office, personal service, or limited/artisan manufacturing uses. In districts where live-work dwellings are permitted (P), the commercial component shall not require a conditional use permit.

4. Any permitted commercial activity shall occur on the ground floor and be directly accessible from the adjacent public street, sidewalk, or other publicly accessible common or public space.

5. In residential districts, no more than two non-resident employees are permitted for the nonresidential portion of the unit.

6. In residential districts, one additional non-illuminated sign shall be permitted. The sign shall be limited to 12 square feet and located within 15 feet of the primary entrance. The sign shall be limited to 6 feet high if ground mounted, and 14 feet high if mounted on the building.

7. Off-street parking shall be based on the nonresidential use portion of the buildings. However, parking and access shall be located and designed in a manner that is compatible with site designs of adjacent uses and sites. The City may adjust any parking requirement or restrict the permitted occupancy to meet this compatible parking and access design requirement per Section 36-7.04.

E. **Dwelling, Mixed-use.** In districts where mixed-use dwellings are allowed uses, the following standards shall apply to a building or structure with two or more different uses, one of which shall be residential in residential districts, mixed-use dwellings shall be limited to collector or arterials streets, or corner lots at focal points within the neighborhood:

1. In residential districts, ground level nonresidential uses may be limited beyond those otherwise permitted in the zoning district to those that are compatible with upper-level residential uses or adjacent residential areas.

2. In nonresidential districts, at least 30% of the ground level and 100% of the frontage of a mixed-use building shall be a nonresidential use, except for a limited portion to provide a separate access from the frontage to residential uses.

3. In nonresidential districts, residential uses on the ground level street front may be permitted by a conditional use permit in Section 36-2.04 and the following additional criteria:
   a. The street frontage is not an important commercial frontage street, and additional residential uses will help support other commercial uses in the vicinity.
   b. The building and street-level frontage is not significantly redesigned exclusive to residential uses, and could be adapted for nonresidential uses in time.
   c. The nonresidential portion of the building is likely to remain vacant or put to marginal use if not converted to residential.
   d. The design of the building meets all other applicable design standards that reinforce the pedestrian nature and human-scale design intended for mixed-use buildings.

F. **Group Homes.** In districts where group homes (custodial or residential) are allowed, they shall meet the following conditions to ensure they are integrated into neighborhoods, have a non- institutional nature, and maintain the residential character of neighborhoods:

1. Group homes shall meet all of the residential design standards applicable in the particular district, and any alterations to support the group living shall be done in a discrete way in that it does not alter the appearance as a single-unit detached house.

2. No group home shall be located less than 1,320 feet from another existing group home, measured from property line to property line at the shortest distance of separation.

3. Group homes shall be supervised at all times, and may include up to two resident care-givers.

4. Group homes shall be licensed by, operated by, or owned by a governmental agency or non-profit qualified to provide care and supervision.

5. Group homes shall not include alcoholism or drug treatment facilities, work release facilities, or other housing facilities qualifying as commercial residential care uses as defined per this article.

G. **Jails & Community Corrections Facilities.** All jails and community corrections facilities shall meet the following additional requirements:

1. Jails and corrections facilities shall be located at least 2,000 feet from any other jail or corrections facility, except where separate facilities are on the same property or operated as a coordinated and joint facility.

2. Jails and community correctional facilities shall be located at least 750 feet from any primary or secondary school, residential zoning district, or park.

3. All facilities shall be setback at least 50 feet from any right-of-way.

H. **Landfills.** All Landfills shall meet the following additional requirements:

1. Landfills shall be located at least 1,000 feet from any residential zoning district;

2. Landfills shall be located on at least 160 acres; and

3. All activities and facilities shall be set back at least 100 feet from any right-of-way.

I. **Residential Care.** Transitional housing, transitional shelters, treatment facilities, and other similar social services shall be subject to the following standards to prevent undue concentration of facilities or other negative secondary effects on nearby property or districts.

1. Individual uses shall be limited to services or lodging for no more than 50 beds within 1,320 feet.
   a. The distance and bed requirement apply only to a particular facility type, e.g., there cannot be more than 50 beds used for substance abuse treatment within a 1,320-foot radius, but there can be 50 beds used for substance abuse treatment within 1,320 feet of 50 beds used for transitional housing.
   b. The 1,320-foot separation is measured from property line to property line. If any part of a property used for a particular type of facility is within 1,320 feet of another such property, all beds included on that property are counted toward the 50-bed limit. This measurement metric applies to all relevant measurements in this section.

2. Uses approved by a conditional use permit shall only be located on a primary or secondary arterial street, except uses may also be located on a collector street in the HM district.

3. Buildings shall meet all development and design standards applicable in the particular district, and any to support the residential care or social service use shall only be done in compliance with the district standards.

4. Uses shall be separated from a primary or secondary school by at least 1,000 feet, unless said use is given written consent of the governing body of such school.

5. Uses, except those approved by a conditional use permit, shall be separated from residential zoning districts by at least 500 feet. In all cases, whether in nonresidential districts or in residential districts by conditional use permits, design and operational limits and conditions may be used to protect any nearby residential uses.

6. An operation plan shall be submitted and kept on file with the Department of Planning and Development, including administrative contact information, on-site supervision and staffing, patron access and occupancy requirements, hours of operation for different functions, and security measures.

7. A business license shall be renewed annually that demonstrates compliance with the operation plan and all applicable standards and conditions.

J. **Urban Agriculture Uses.**

1. *Purpose.* The intent of these regulations is to enable urban agriculture, market gardens, and community gardens while ensuring compatibility with surrounding neighborhoods. These uses promote local food production, access to fresh and healthy foods, agribusiness opportunities, and neighborhood revitalization in alignment with the comprehensive plan.

2. *Performance Standards.* Urban agriculture, market gardens, and community gardens shall comply with all regulations of this article, subject to the following modifications:
   a. *Use and Scale-Based Intensity Standards.*
      (1) Small-scale (under 1 acre):
         (a) Permitted in all zoning districts by right.
         (b) On-site sales limited to seasonal farm stands (up to 3 days per week).
         (c) No parking requirements.
      (2) Medium-scale (1-5 acres):
         (a) Permitted in most zoning districts with additional management plan addressing noise, odor, parking, and sales impacts.
         (b) On-site sales allowed, including periodic market events.
         (c) Minimum of two off-street parking spaces per acre.
      (3) Large-scale (over 5 acres):
         (a) Requires an operational plan addressing traffic, parking, and environmental impact mitigation.
         (b) Regular on-site sales allowed, subject to parking, traffic, and lighting standards.
   b. *Structures and Setbacks.*
      (1) Structures shall comply with accessory structure standards (Section 36-5.03.B).
      (2) If no principal structure exists, the combined area of all structures shall not exceed 40% of the lot area.
      (3) Permanent structures must meet front and side yard setback requirements. Rear yard setbacks shall be a minimum of 3 feet.
   c. *Environmental and Maintenance Standards.*
      (1) Compliance with stormwater, sediment, and erosion control standards.
      (2) No excessive odor emissions that create a nuisance (per Springfield City Code).
      (3) Site must be maintained free of high weeds and grass.
      (4) Compost bins and material storage areas must be maintained to prevent attraction of insects, vermin, or nuisance animals
3. *Operational Standards.*
   a. Operating hours: From one-half hour before sunrise to one-half hour after sunset daily.
   b. Lighting: Must comply with Section 36-8.07.
   c. Noise: Must comply with Section 36-4.05.
   d. Signage: Must comply with Article 9.
   e. Vision obstruction: Must comply with Article 8

4. *Parking Requirements.*
   a. No parking required for cultivated areas under 1 acre.
   b. Areas 1 acre or more require a minimum of two off-street spaces per acre.
5. *Bufferyards.*
   a. Not required for urban agriculture uses.
6. *Compliance and Enforcement.*
   a. All urban agriculture operations must comply with Springfield City Code and zoning regulations.
   b. If a site creates adverse impacts, enforcement actions may be taken.
7. The keeping of animals on agricultural lands is permitted in accordance with Chapter 18 of the Springfield City Code.

K. **Temporary Uses.** Uses may be permitted through a Temporary Use Permit according to this section.

1. *Permit.* An application for a temporary use permit shall be submitted by the owner, or an agent of the owner with written permission from the owner at least 30 days prior to the desired issue date.
   a. The permit shall have a specified start and end date not more than 90 days per year, or be based on a schedule that includes no more than 36 days per year and no more than 12 occasions per year.
   b. All temporary and mobile vendors must be located on an approved temporary vendor site and shall not occupy an approved vendor site for a period greater than 180 days in a calendar year.
   c. The applicant shall submit a complete description of the event or activity, including anticipated traffic, hours and peak times of operation, access and circulation plans, the ability to accommodate fire and police access, and any need for special protection or other public safety, health and welfare needs.
   d. The applicant shall submit a plan identifying the extent of the grounds, gathering places and circulation routes, any streets or public spaces to be dedicated to the event, the location of all structures, equipment or other accessory facilities, and any utility needs for these structures, equipment or fixtures.
   e. The PD Director may extend the permit one time for up to an additional 3 days. The extension shall only be permitted based on circumstances not foreseeable at the time of the original permit and provided no problems have arisen under the original permit.

2. *Standards.* All activities and any temporary structures shall meet the following zoning district setbacks and standards:
   a. The temporary use shall be associated with a principal and permitted civic, commercial, or industrial use of the property; alternatively if located on a vacant lot or abandoned use, shall otherwise be for a temporary application of a permitted use in the district.
   b. Setback standards for all buildings, structures and facilities shall generally be met, except that the PD Director may account for temporary structures and facilities in the setback based on the nature of activities, duration of the event, degree of any immediate impacts on adjacent areas, and whether there is a plan for restoration of the area or other potential for lasting impacts on adjacent areas.
   c. Parking requirements shall be met for the principal use and the temporary use, except that the PD Director may account for any existing and underutilized parking, the duration of the event, the correspondence of different peak parking periods, presence of off-site parking, and any transportation management when considering appropriate parking relative to the permit.

3. *Criteria.* A temporary use permit shall be evaluated based on the following, in addition to all other general procedures and criteria for zoning site plans in Section 36-2.03:
   a. The proposed use shall be a scale, intensity, and format that ordinarily occurs in the vicinity considering the size, anticipated traffic, hours of operation and duration of the event.
   b. The anticipated traffic and parking can be handled by the existing street network, site access and lot layout, or the applicant has demonstrated sufficient management strategies and procedures to mitigate any potential negative effects on the area.
   c. The degree of potential negative impacts on adjacent property, and in particular the likelihood of the event violating the general District Performance Standards in Section 36-4.05. The applicant may submit mitigation plans for any potential impacts, including

limiting hours of operation, buffers and screening, transportation management, or other evidence or plans to accommodate concerns and limit impacts on surrounding property owners or residents.

d. The use shall comply with all other applicable codes, licenses, or other public health, safety, and welfare requirements.

e. The location subject to the temporary use permit shall be restored to its original condition upon the earlier of the expiration of permit or end of operation. Except, permanent improvements may be made to the location, and may remain with the property owner's written consent provided they meet all applicable zoning and site design standards.

4. The PD Director may impose any other conditions on a permit necessary to protect the public health, safety, and welfare.

36-4.04 Accessory Uses

A. **Accessory Uses, Generally.** All permitted principal uses may include accessory uses. All accessory uses, and any accessory use not specifically mentioned in this section, shall be subject to the following general standards:

1. The use and any structure is clearly incidental and subordinate to the principal use and is customarily associated with the principal use.

2. The use is on the same lot as an active principal use and is operated or managed under the same ownership or lessee as the principal use.

3. The use and any structures are compatible with the general character of the area and comparable in scale and intensity to other uses in the vicinity.

4. Any structures or site design elements associated with the use are not significantly different from what is typical for other allowed uses in the district, or where different can be screened or located to minimize impact on adjacent property.

5. There are no unusual traffic patterns or increases in activity that impact streets and public spaces differently than other allowed uses.

6. The use and any structure meet the development, design, and performance standards of the zoning district.

B. **Accessory Drive-Through.** Drive-through or drive-up service accessory to a permitted commercial use is allowed subject to the following standards, provided it is not otherwise prohibited by a specific plan or standard for a particular area.

1. Any drive through facility shall require a zoning site plan demonstrating compliance with these standards. Any drive through facility in the C-MX1, C-MX2, CC, and COM district shall also require a conditional use permit subject to the procedures and criteria in Section 36-2.04.

2. The service area shall not substantially expand the traffic or vehicle circulation otherwise necessary to access the site based on a traffic impact analysis or other traffic study associated with the application.
   a. In general, the service area shall use the same entrance and exit from the site as the principal use, unless a more remote or discrete service off an alley or secondary street better meets this criteria.
   b. Adequate stacking spaces for automobiles shall be provided to eliminate any impact on public streets.
   c. Circulation, stacking, and other access issues shall be designed in a manner that has the least impact on pedestrians entering the principal building from public streets and from internal streets or parking areas.

3. Service areas and windows shall be located on the most remote wall possible, considering adjacencies to public-streetscapes, residential property, or other sensitive land use and urban design characteristics of the context.
   a. No service area or pick up window shall be located within 100 feet of any residential zoning district property unless enhanced site design or operational limits demonstrate visual and noise impacts are mitigated.
   b. Signs, speakers, or lighting elements shall not be visible or audible from the public right-of-way or adjacent residential property.
   c. Additional screening or buffers may be required beyond the standards of Section 36-8.04 in order to ensure compatibility of all facilities with the specific site.

4. Avoid potential pedestrian/vehicle conflicts on the site and along the streetscape. No access shall be provided on any street designed to walkable street standards in Section 36-3.03. (Pedestrian / Mixed-use street design types). Access from alleys, internal access, and the rear of buildings for drive-through services is required to preserve the streetscape design and development patterns of these areas.

5. The PD Director may require any other drive-through service area that does not clearly meet these standards and criteria to be reviewed subject to the procedures and criteria for conditional use permits in Section 36-2.04.

C. **Accessory Dwelling.** Accessory dwellings shall be accessory to a primary residential use on the lot and subject to the following additional standards:

1. Accessory dwelling units (ADUs) may be allowed on a lot with a principal detached house as follows:

Table 4-4: ADU Allowances

ADU Type	Zoning District	Principal Building Type	
ADU (attached or detached)	R-SF	Detached house – >6K s.f.lot	P
ADU (detached or attached)	R-MX1, R-MX-2, R-MX-3	Detached house – >6K s.f. lot	P
		Detached house – <6K s.f. lot	C
		Multi-unit house – any size lot	P
		Townhouse – any size lot	P
Multiple ADUs (2 to 3)	R-MX1, R-MX2, R-MX3	Detached house – >10K s.f. lot	C

P = Permitted by right subject to this section

C = Permitted by conditional use permit subject to this section and the process and criteria in Section 36-2.04

2. The accessory dwelling shall meet all applicable building and fire codes.

3. The number of accessory buildings allowed must be less than or equal to the number allowed under Article 5.

4. One additional off-street parking space shall be provided on site for each ADU. The PD Director may waive the off-street parking requirement if site constraints prohibit the appropriate and feasible placement of the additional required space(s).

5. The accessory dwelling shall meet the design requirements of Section 5.04.C.4.

6. If attached to the principal building, the accessory dwelling shall meet the requirements of Section 36-5.04 (Neighborhood Design) in terms of massing, design, and materials.

7. Whether within the principal building or in a detached structure, the accessory dwelling shall be clearly subordinate to the principal dwelling through the location of parking, access, building entrances, and other design features that accommodate the dwelling.

8. In the R-SF district, the following additional conditions shall apply:
   a. The property owner shall occupy either the principal or accessory dwelling as their permanent residence in the R-SF district.
   b. Accessory dwellings shall be registered annually with the City finance director, and verify that the requirements of Chapter 18, Springfield City Code and the conditions of this section are met.

D. **Home Occupation.**

1. *Generally.* Home occupations are considered accessory to a primary residential use and shall meet all of the following additional standards unless specifically exempted in subsection 2:
   a. The occupation shall be limited to residents of the dwelling and no more than one additional non-resident employee. If the resident applicant is not the homeowner, the homeowner shall provide a notarized authorization with the permit application.
   b. All activity shall be conducted within an enclosed principal building or permitted accessory building, and limited to no more than 50% of the floor area of any one floor in the principal building.
   c. No traffic, utility impacts, services, or deliveries shall be generated by the home occupation that is abnormal to a residential neighborhood.
   d. Customer or patron visits shall be limited to between the hours of 7 a.m. and 7 p.m. All parking necessary for the use shall be confined to the garage, driveway, or street directly in front of the dwelling.
   e. The operation of any wholesale or retail business is prohibited unless it is conducted entirely by mail or sales events are transacted no more than once per week. Incidental sales of products associated with commercial services shall be permitted (e.g. instructional books sold in conjunction with music lessons).
   f. Any materials or equipment used in the home occupation shall be stored within an enclosed structure.
   g. No alteration of the exterior of the building or site shall be made which changes the residential character of the building or site.
   h. Signs for the business shall be limited to 1 non-illuminated sign, no more than 2 square feet, and within at least 10 feet of the primary entrance.
   i. In-home daycare as an accessory home occupation is subject to the standards of Chapter 38, Article IX.

2. *No-impact, Home-based Business.* Pursuant to Section 71.990, RSMo., no-impact, home-based businesses are not subject to the requirements listed in subsection 1. A “no-impact, home-based business” is a home occupation that:
   a. Involves the sale of lawful goods and services;
   b. Occurs inside the residential dwelling or in the yard of the residential dwelling;
   c. Is not visible from the street;
   d. Does not cause a substantial increase in traffic through the residential area;
   e. Does not violate any parking regulations; and
   f. Does not violate any narrowly tailored regulation established to:
      (1) protect the public health and safety, including regulations related to fire and building codes, health and sanitation, transportation or traffic control, solid or hazardous waste, pollution, and noise control;
      (2) ensure that the business activity is compliant with state and federal law; and
      (3) ensure that the business is paying all applicable taxes.

3. *Licensing.* All home-based businesses must obtain any business license required by the Code pertaining to the specific nature of the occupation but are not required to obtain a separate license to operate a home-based business.

E. **Outdoor Display & Service Areas**. Outdoor display and service areas accessory to a permitted commercial use are allowed subject to the following conditions:

1. Outdoor display and service areas shall be located on the same lot as the principal use or along the street frontage immediately abutting the use in the case of street front buildings.

2. A zoning site plan shall be provided for any outside display or service area more than 400 square feet, lasting more than seven consecutive days, or more than four separate occurrences per year. A zoning site plan shall show the location, area, and dimensions of the display area, and specifications for all lighting, fencing, screening or temporary or permanent structures.

3. The area shall be limited to no more than 25% of the ground floor area of the principal use, except where outdoor sales are a permitted principal use.

4. Display and service areas shall not be arranged where they interfere with pedestrian or building access or clear vision areas. At least 5 feet clear or at least 50% of the width any sidewalk, whichever is greater, shall be maintained for any display or service areas located on a sidewalk.

5. The area may be located in parking areas, provided it does not interfere with adequate parking and circulation of the entire site. The permanence of any structures shall be considered in evaluating the impact on adequate parking needs for the site.

6. The area shall be screened from view along any property line abutting a residential use or district according to Section 36-8.04.

7. In reviewing the zoning site plan, site conditions, operational limits, or performance standards to mitigate off-site impacts may be added by the PD Director to address specific sites or contexts.

F. **Recycling Collection Point.** Small recycling collection areas or similar drop-off kiosks for donations or reusable materials may be accessory use to a permitted civic, commercial, or industrial land use, limited to the following:

1. Facilities shall not be located within 50 feet of any residential zoning district, or when located with a civic use in a residential district, setback at least 50 feet from adjacent residential uses.

2. Facilities shall be set back at least 25 feet from any public right-of-way.

3. Permanent or temporary containers are limited to 1 per lot and 250 square feet, except lots over 1 acre may have up to 3 containers.

4. Facilities shall permit adequate circulation and access for drop-off of materials, and for the periodic removal of materials by larger vehicles.

5. The facility shall be placed on asphalt or concrete and shall not impact any landscaping or landscaped areas.

6. Facilities shall be placed on a more remote portion of the site, appropriately screened from adjacent property or right-of-way, and otherwise located in a manner to limit adverse impacts on adjacent property and the public streetscape.

7. The facility shall accept only non-perishable recyclable waste, or be a collection point for donation of reusable, non-perishable household items such as books or clothing.

8. No processing or other power-driven mechanical devices are permitted.

9. Containers shall be constructed and maintained with durable waterproof and rustproof material, and shall have sufficient capacity according to a collection schedule. All material shall be stored in the unit and shall not be left outside of the unit or exposed to elements when unattended.

10. Containers shall be clearly marked to identify the type of material that may be deposited, identify the name and contact information of the facility operator, a notice stating that no material shall be left outside the containers.

G. **Renewable Energy Facilities.** Small renewable energy facilities may be an accessory use to another permitted use subject to the following additional standards, and provided they meet the qualifications for a building permit in Chapter 38 of the Springfield Municipal Code. They may be permitted beyond the standards as specified below through a conditional use permit according to Section 36-2.04. Any renewable energy facility that does not meet the limits of this section or cannot qualify for a conditional use permit shall be considered a public utility service use and only allowed as permitted in Table 4-3 as a principal use of land.

Table 4-5: Accessory Renewable Energy Facilities

	Accessory Use by Building Permit	*Accessory Use by Conditional Use Permit*
Solar		
Building Mounted	▪ 8" max. off and parallel with pitched roof ▪ 3' max. off a flat roof	6' max. off a roof or building wall
	Any facility projecting more than 2' off a flat roof shall be screened from ground level or adjacent property by a parapet, or other architectural screen integral to the design of the building.	
Ground Mounted	▪ 6' high max. ▪ 10' setback min.	10' high max.
	Screened from adjacent property and ROW the same as all other mechanical equipment.	
Wind		
Building Mounted	▪ 4' max. above roof (residential buildings) ▪ 8' max. above roof (non-residential buildings)	▪ 12' max. above roof (residential buildings) ▪ 20' max. above roof (non-residential buildings)
Ground Mounted	▪ 30' max. height (residential districts) ▪ 45' max. height (nonresidential districts)	▪ 45' max. height (residential districts) ▪ 60' max. height (nonresidential districts)

H. **Temporary Storage Containers.**

1. *General Standards.* All temporary storage containers shall meet the following standards:
   a. All temporary storage containers are subject to all applicable public health and safety codes with respect to their placement, operation, and contents.
   b. Temporary storage containers shall be located at least 15 feet from the right-of-way, at least 10 feet from any other lot line, and outside any sight triangle affecting any intersection or access point.
   c. Temporary storage containers shall be located in the least prominent and practical location of the site considering:
      (1) Parking, access, and circulation;
      (2) Visibility form adjacent property, including the visibility from building frontages along a streetscape;
      (3) Landscape buffers and open spaces; and
      (4) Any other easements and access needs.

      All locations are considered "at risk" by the applicant, and may be forced to relocate in response to any rights of access to easements or other problems associated with the location.

2. *Exemptions.* The standards in this section do not apply to:
   a. Permitted outdoor storage uses as a principal use;
   b. Permanent installations that meet the accessory building size, design, and location standards of the applicable zoning district;
   c. Containers in the public or railroad right-of-way placed by the entity with control over the right-of-way; and
   d. Storage containers associated with a valid construction permit for up to 30 days from the expiration of the permit. Storage containers associated with a construction project

that does not require a permit shall comply with the temporary storage limits of this section.

3. *Nonresidential Limits.* Storage containers in nonresidential districts are subject to the following additional limitations:
   a. A maximum of 3 containers per premises, totaling no more than 800 square feet, or 8,000 cubic feet in size; and
   b. Not onsite more than 120 days in any 12-month period.

4. *Residential Limits.* Storage containers in residential districts are subject to the following additional limitations.
   a. Containers used for loading and unloading may be placed in the frontage area of the lot, including a driveway or legal parking space, and are limited to:
      (1) A maximum of 3 containers per premises, totaling no more than 500 square feet, or 4,000 cubic feet in size;
      (2) No more than 72 hours onsite per occurrence; and
      (3) No more than three occurrences in a 12-month period.
      (4) Storage containers may be placed in a driveway or legal parking space.
   b. Containers used for temporary storage shall be located outside of the frontage area of the lot and are limited to:
      (1) No more than 1 container and no more than 300 square feet and 2,400 cubic feet;
      (2) No more than 60 days onsite per occurrence; and
      (3) No more than 2 occurrences in a 12-month period.
5. Storage containers shall be located outside of the frontage area of the lot.

I. **Chickens.** The keeping or raising of six or less chicken hens are permitted as an accessory use in all zoning districts provided such use complies with all applicable sections of this code, including sections 18-12, 18-23, 18-24, 18-25, 18-59, and 78-113.

J. **Beekeeping.** Beekeeping (domestic honeybees, Apis Mellifera) is permitted as an accessory use in any zoning district provided:

1. No more than two hives, with only one colony in each hive, are allowed on lots of 5,000 square feet or larger. One additional hive is permitted on each additional 5,000 square feet.

2. Hives shall only be located in the rear yard. Hives shall be located at least five feet from all property lines.

3. Hives shall be located within a fenced enclosure. Said fence shall be at least 42 inches high.

4. Hives that are located within 20 feet of a property line shall be screened at the property line by a six-foot solid fence, wall or other barrier, which may be vegetative. The screen shall extend at least 20 feet in both directions from the point on the property line, or lines, where the hive is the closest to the property line. Vegetative screening shall be planted or maintained so as to form a continuous, unbroken, solid screen prior to the establishment of the hive.

36-4.05 District Performance Standards

A. **General Operation & Performance Standards.** All principal and accessory uses shall be operated in a manner that meets the performance standards in Table 4-6.

Table 4-6: District Performance Standards

	R-SF, R-MX1, R-MX2, R-MHC	*R-MX3, C-MX1*	*GI, C-MX2*	*GC, CC, LIC*	*HM*

Daytime Noise. Noise levels during business hours (7AM-7PM). [1]	55 db	65 db	65 db	70 db	75 db
Evening Noise. Noise levels outside general business hours (7PM – 12AM). [1]	50 db	55 db	65 db	70 db	75 db
Nighttime Noise. Noise levels during quiet hours (12AM – 7AM). [1]	45 db	45 db	55 db	60 db	65 db
Impacts Outside the Building. No odor, glare, vibration, smoke, or similar impacts shall be produced that is observable outside a building.	☑	☑	☑		
Impacts Beyond the Property Line. No odor, glare, vibration, smoke, dust, fumes, or heat shall be produced that is perceptible beyond the property line which could become a nuisance to adjacent uses. [2]	☑	☑	☑	☑	
Impacts to Health or Property. No particulate matter, or noxious or toxic matter shall be produced that could become damaging to humans or property beyond the property line.	☑	☑	☑	☑	☑
Lighting.	See Section 36-8.07				

[1] Noise levels in this table are operational and intensity standards for the district to achieve land use compatibility and shall not prohibit enforcement of any other noise standard for public health, safety, or anti-nuisance reasons. Noise levels shall be measured at the property line.

[2] Pollution and general nuisance standards shall be enforced in accordance all other health, sanitation, and nuisance standards of the Springfield Municipal Code.

B. **Exemptions.** The following activities are not subject to the performance standards:

1. Construction activity shall not be subject to the noise, impact, or lighting standards during daytime hours, or at other times specifically authorized by a valid construction permit due to necessity or public purposes to permit construction during non-business hours.

2. Ambient noise from traffic in the public right-of-way, or railroads and air travel operating according to applicable industry standards.

3. Noise caused by safety signals, warning devices, or otherwise resulting from emergency situations.

4. Noise associated with large public events otherwise permitted in the zoning district, or for any special events authorized by the city.

5. Noise may exceed levels by up to 10 decibels for no more than 15 minutes during any time period.

C. **Conditions & Compatibility**. The City may impose conditions upon the approval of any development application or any permit to ensure that it is compatible with adjacent uses and compliant with the district performance standards. Conditions may include:

1. Hours of operation, or limitations on specific activities such as outdoor seating, deliveries, or other higher-intensity activities that could impact adjacent property.

2. Location, design, and screening of outdoor activity areas, mechanical equipment, or other site activities that generate potential adverse impacts to adjacent uses.

3. Placement of facilities that require regular service of large or utility vehicles, such as trash receptacles or loading areas.

4. Location of outdoor speakers, communication, or other amplification systems.

5. Light height, intensity, shield and design, and hours of partial and full illumination beyond the

design standards in Section 36-8.07.

36-4.06 General Use Restrictions

A. **Retail Liquor Sales.**

1. *Applicability.* No license shall be issued for the sale of intoxicating liquor at retail in any form notwithstanding that the proposed establishment is within the zoning district appropriate therefore under this chapter nor shall any such use be conducted in any zone of the city unless the following procedures shall be followed.

2. *Location with regard to R-SF, R-MX1, R-MHC, or PD Districts.* Whenever any application shall be received by the City for the establishment of a place for the sale of intoxicating liquor at retail in any form, it shall be determined by the officer charged with the responsibility of issuing such licenses whether or not the proposed establishment is located within 200 feet of any property zoned R-SF, R-MX1TH, R-MHC, or designated for single-family or two-family residential use in a PD district under this chapter. In the event there shall be no such property within 200 feet from the proposed location and the application shall otherwise be appropriate and authorized by the laws of the City, then the license may be issued.

3. *Application Fee.* If the proposed establishment is within 200 feet of property zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, then the person charged with the responsibility of accepting applications for such establishments on behalf of the city shall require to be filed there with a fee set by ordinance.

4. *Public Notice.* Thereupon, the applicant shall cause to be posted in four places in the vicinity of the property which is so zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, and which is within 200 feet of the proposed establishment a notice setting forth the proposed application and advising that persons within said 200 feet owning or occupying property zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, shall have the right within 21 days from the date that the notice shall first be posted in which to protest the granting of a license for the establishment and the use of the land therefore, including instructions for filing said protest. In addition, said notice shall be mailed to all persons within said 200 feet owning or occupying property zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, said mailing to occur by first-class mail no later than three days prior to the posting described herein. Deposit in the United States mail, with postage prepaid, shall constitute proof of compliance with the mailing notice requirement.

5. *Protest Requirements.* If within the 21 days aforesaid there shall be filed with the officer of the city charged with receiving applications for liquor licenses a protest to granting the license for the proposed establishment signed by at least 50% of the owners and/or occupants of the land so zoned R-SF, R-MX1, R-MHC, or designated for single-family or two-family residential use in a PD district, and located within 200 feet of the proposed establishment, then the application shall be forwarded to City Council for its resolution in favor or against said application. If, however, no such protest shall be filed within 21 days or if the same shall be insufficient, thereupon the license may issue, all other requirements of the law of the City of Springfield having been met and complied with.
   a. For the purpose of this section, only one signature per land parcel, whether property owner or occupant, shall be counted in determining whether the 50% threshold for protest has been satisfied. In the event of conflict between the owner and occupant, the owner shall prevail. In the event that an occupant files a protest, but the owner does not, the owner shall be notified of said protest. The notice shall be mailed by first-class mail no later than three days after the deadline to file a protest. Deposit in the United States mail, with postage prepaid, shall constitute proof of compliance with this notice requirement. The owner shall have seven days from the date of mailing to file with the officer of the city charged with receiving applications for liquor licenses a withdrawal of the occupant's protest.
   b. The official of the City of Springfield charged with the responsibility of accepting applications for licenses for the sale of intoxicating liquor at retail shall have the

authority from time to time to prepare forms to implement this section including protest forms, application forms, and forms for notice, forms for proof of ownership and/or occupancy, and other appropriate requirements. Forms of protest shall in any event be acknowledged by some person other than a protesting owner or occupant located within the 200 feet area acknowledging the signatures of the persons contained thereon to be the free act and deed of the persons so signing. In determining those persons entitled to be counted in such protest, only those persons who are owners or occupants of the land of record on the date that the application shall have been filed shall be entitled to protest.

c. Notwithstanding the provisions of this section, the Finance Director may issue a license for the same location to any purchaser of a retail liquor establishment which was duly licensed at the time of the purchase providing the purchaser makes proper application and is qualified and eligible to hold a license and providing that the provisions of Section 10-36 of the Springfield City Code shall have been complied with; nor shall the provisions of this section prohibit the reissuance of licenses for previously existing duly licensed establishments.

6. *Exemption From Notice.* The applicant shall be exempted from the notice and publication requirements herein, and only those requirements, if 100% of all owners and occupants of residential property as set forth herein, file a notarized waiver of protest setting forth the case or license number, address of establishment, and indicating they have no opposition to the proposed use, and the license may issue providing the applicant has complied with all other applicable requirements.

B. **Utilities.**

1. *Utility Distribution Facilities.* Utility distribution facilities shall be exempt from the requirements of this chapter except as follows:

a. In new subdivisions, electric power lines of 13,200 volts or less, telephone lines, fiber optic cables, or any other wires, cables or conduits for conveyance of electrical power or the communications of messages, data or signals, and appurtenant equipment shall be placed underground. Utility providers may grant waivers from the requirement for placing utilities underground if economic or technological factors found to exist on a site make placement underground not practically feasible. It is the intent of this subsection that all utility providers develop policies and programs to promote the placement of utilities underground. Temporary poles, overhead wires, and associated overhead structures, to be used in conjunction with construction projects or to provide emergency service shall be exempt from the requirements of this chapter.

b. All other new and relocated electric power lines of 13,200 volts or less, telephone lines, fiber optic cables, or any other wires, cables or conduits for conveyance of electrical power or the communications of messages, data or signals, and appurtenant equipment, shall, according to the utilities policies, be placed underground to the maximum extent practical.

c. Utility poles utilized for the support of electrical, telephone, cable television or other video services, street lighting, or other similar cables, and located within the right-of-way or utility easements that serve as support structures for wireless telecommunications facilities. No attachment for wireless communications devices shall be attached on a pole closer than 400 feet from another pole attachment for wireless communications devices as measured along either side of the easement or right-of-way. Such utility poles shall be placed in accordance with the following matrix based on the zoning classification in which the utility pole is located:

Table 4-7: Utility Pole Placement

Zoning Classification	*Easement (1)*	*ROW*
Residential (R-SF, R-MX1, R-MX2, R-MX3, and R-MHC)	50 feet	60 feet
Government & Institutional (GI)	70 feet	80 feet
Commercial (C-MX1, C-MX2, GC, CC, and COM)	80 feet	90 feet
Industrial (LIC and HM)	90 feet	100 feet
Planned Development/Planned Zoning (based on use)	Individual case basis	Individual case basis

[1] Any easement utilized must adjoin right-of-way.

d. Any equipment placed on the utility pole must be located at a sufficient height to meet any federal or state requirements or occupy no more than a 20 square foot area on the ground adjacent to the pole and not occupy any sight restrictions for adjacent driveways, access points and right-of-way.
e. Existing poles exceeding the matrix height criteria shall be considered conforming and may be replaced as needed with another pole of like size.
f. This section, 36-4.06.B, shall not apply to wireless telecommunications facilities used for internal utility operations.

2. *Utility Substation Facilities.* Utility substation facilities shall be permitted in any district and shall comply with the following requirements:
   a. All utility substation facilities are exempt from the height requirements of this chapter but shall meet all other lot size, bulk, and open space requirements of this chapter.
   b. When the facility is not contained within an enclosed building, a fence or wall at least 8 feet high shall be provided. The fence or wall shall meet the front setback requirements of the district up to a maximum of 25 feet. If a chainlink security fence is provided and a front setback is required, a vegetative screen that will reach the height of the fence within three years after planting shall be planted between the fence and the street. A vegetative screen is not required if the chainlink security fence is more than 100 feet from the property line.

3. *Utility Transmission Facilities.* Utility transmission facilities shall be exempt from the requirements of this chapter.

4. *Other Facilities.*
   a. *Exemptions.* The following utility uses are exempt from the requirements of this chapter provided the use meets the design requirements of the City of Springfield and its location is approved by the City of Springfield:
      (1) Facilities for the detention or collection of stormwater; and
      (2) Civil defense warning sirens.
   b. *Lot Size Requirements and Bulk Regulations.* Notwithstanding any other provision of this chapter, none of the following public utility or public service uses shall be required to comply with the lot size requirements or bulk regulations of the zoning district in which they are located:
      (1) Water standpipes, and elevated, and ground-level, water storage tanks; and
      (2) Stormwater detention, retention, and treatment facilities.

C. **Economic and Housing Access Calamity.**

1. During such time that City Council has declared an Economic and Housing Access Calamity for the working poor and unemployed within the city of Springfield, Missouri, individuals, agencies, or churches that are able to meet building, safety, and health codes for such a use may establish facilities during the pendency of the calamity to provide food and lodging to the unemployed and working poor, who are without a permanent residence or dwelling, and such shall not be considered a "transitional/emergency shelter" as that term is defined in Section 36-11.02, and are excepted from the general requirements of the city's building, zoning, health, and fire codes herein.

2. The departments of Fire, Health, and Building Development Services shall determine the applicability of the various city codes and whether a facility meets such code provisions, as well as whether any codes may be adjusted administratively on a site-by-site basis to meet the intent of this section.

3. In accordance with the goals and intent of this subsection, the BDS Director together with the departments of fire and health may exempt, modify or adjust existing codes after due consideration for (including, but not limited to) venue, density of population, intensity of use, ingress-egress, exit travel, fire safety, hours of operation, sanitary services and adjacent properties.

4. Any individuals, agencies or churches desiring to operate a facility under this subsection shall apply to the BDS Director for a certificate of occupancy at no cost and showing compliance or exceptions from certain code requirements. Such certificate must be renewed annually. Such applications shall be made on a form provided by the BDS Director.

5. Under no event shall a certificate of occupancy be issued for a shelter herein if it is less than 1,000 feet from an elementary or secondary school, unless said shelter is given written consent of the governing body of such school.

6. Upon the expiration of the declared economic and housing access calamity, all permitted shelters shall cease operations within 90 days.

D. **Residential Occupancy.**

1. *Intent.* This section is intended to reasonably regulate the number of persons who can live in a residential dwelling unit. Such regulation is needed to provide density control; preserve and enhance residential neighborhoods as stable, quiet places for citizens to live and raise children; protect safety and welfare; and maintain property values. Such limits are also needed to ensure that there are adequate public and private facilities including adequate off-street parking, utilities, and adequate lot size to accommodate the residents of each dwelling unit without impairing the character of the neighborhood. The city also finds there are a number of residential living arrangements other than the traditional biological family arrangement. This section is intended also to accommodate those alternative living arrangements.

2. *Occupancy.* A dwelling unit may not be occupied by more persons than one of the following family living arrangements:
   a. One or more persons related by blood, marriage, adoption, or guardianship living as a single housekeeping unit, in any district.
   b. Three or less unrelated persons or two unrelated persons, plus their biological, adopted or foster children, or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit, in any district.
   c. Four persons or less living as a single housekeeping unit in the R-MX1, R-MX2, R-MX3 districts and nonresidential districts which permit multifamily dwellings provided the off-street parking requirements of this chapter are met, otherwise three persons or less are permitted.

3. *Exclusions.* A single housekeeping unit shall not be construed to mean a fraternity, sorority, club, or institutional group.

E. **Travel Trailer, Camper, Recreational Vehicle, and other Trailer Parking**. The parking of a travel trailer, camper, or recreational vehicle for overnight accommodations or dwelling purposes in any district shall be prohibited except when such travel trailer, camper, or recreational vehicle is located in a licensed campground or recreational vehicle park. The parking or storing of a travel trailer, camper or recreational vehicle other than a mobile home in any district not in a licensed campground or recreational vehicle park, shall be permitted provided that no living quarters shall be maintained while such travel trailer, camper or recreational vehicle is parked or stored. No travel trailer, camper, recreational vehicle or any other trailer shall be parked in the required front yard of a lot or tract of land in any residential district or a lot or tract of land used for residential purposes in any other district except in a driveway leading to a required off-street parking space for a detached house, duplex, multi-unit house, townhouse, small-format house, or manufactured home on an individual lot.

F. **Commercial Vehicle Parking.** The storage or parking of a van, bus, truck, tractor or trailer or other vehicle used for commercial purposes with a gross vehicle weight of more than 19,500 pounds, or any single unit with more than one drive axle, in a residential district is prohibited. Any vehicle shall be exempted from this provision while providing repairs, deliveries or other services to the premises in the district. Also exempted shall be all emergency vehicles, utility company vehicles, and vehicles on city or official government business.

G. **No Public Water or Public Sewer.** No use, which requires potable water or sewage disposal to operate, shall be established on a parcel of less than three acres unless both public water and public sewer are provided.

H. **Reasonable Accommodation Policy and Procedure.**

1. *Purpose and Scope*. This section implements the policy of the City of Springfield, Missouri, on requests for reasonable accommodation from its rules, policies, and procedures for persons with disabilities. Any person with a disability may request a reasonable accommodation with respect to the land use or zoning laws, rules, policies, practices, or procedures of the city pursuant to this section. Nothing in this section requires persons with disabilities or operators of group homes for persons with disabilities which are operating in accordance with applicable zoning, licensing, and land use laws to seek reasonable accommodation under this section.

2. *Definitions*. The following definitions shall apply to this section 36-4.06.H; if a term is not defined in this section, the term shall have the same meaning prescribed in Article 11 of this chapter.

(a) *Applicant*. An individual, group, or entity making a request for reasonable accommodation pursuant to this section. An applicant can be the disabled person or a person acting on behalf of, and at the request of, said disabled person.

(b) *Department*. The Building Development Services (BDS) Department of the City of Springfield, Missouri.

(c) *Disabled person*. Any individual who:

i. Has a physical or mental impairment that substantially limits one or more major life activities;

ii. Is perceived as having such an impairment; and

iii. Has a documented history of such an impairment.

(d) *Major life activity*. Those activities that are of a central importance to daily life, including but not limited to seeing, hearing, walking, breathing, performing manual tasks, caring for oneself, learning, and speaking. Major life activities do not include environmental, cultural, or economic disadvantages.

(e) *Physical or mental impairment*. Any physiological condition, cosmetic disfigurement, or anatomical loss affecting body systems, as well as mental or psychological disorders, such as intellectual disabilities or emotional illness.

While this includes alcoholism and drug addiction, it does not include current, illegal use of a controlled substance.

(f) *Reasonable accommodation*. A change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a disabled person to have an equal opportunity to use and enjoy a dwelling.

(g) *Zoning Ordinance*. Those regulations contained in Chapter 36 of the City Code of the City of Springfield, Missouri.

3. *Requesting reasonable accommodations*. In order to make a dwelling available to one or more individuals with disabilities, an applicant may request a reasonable accommodation relating to the various land use or zoning rules, policies, practices, or procedures of the City applicable to such housing. Such a request can be made in writing or orally to the Director of the Department and must contain:

(a) The name and address of the owner of the property;

(b) An explanation of the accommodation requested; and

(c) An explanation of the relationship between the requested accommodation and the disability.

The Department shall provide reasonable assistance necessary to an applicant in making a request for reasonable accommodation throughout the process.

4. *Procedure*.

A. The Director of the Department shall make an initial review of the request for reasonable accommodation upon receipt of such a request. The Director may approve a request for reasonable accommodation upon the information provided in the application if all requirements are met by the contents of the application. The Director may make such investigation or request such information from the applicant, as provided herein, to determine the disposition of the application.

B. The request for reasonable accommodation shall be forwarded to the Administrative Review Committee (ARC) when:

(a) The Director does not have the authority to grant the request for reasonable accommodation; or

(b) The Director fails to grant the request for reasonable accommodation within 30 days of receipt of the request.

C. The ARC shall issue a written determination within 30 days of receiving the request for reasonable accommodation from the Director, and may either grant or deny the request.

(a) The ARC may approve the request for reasonable accommodation without meeting with the applicant if all requirements are met by the contents of the application.

(b) The ARC may not deny a request for reasonable accommodation without offering the applicant an opportunity to meet with the ARC.

(c) If reasonably necessary to reach a determination, the ARC may, prior to the end of the 30-day period, request additional information from the applicant, specifying in detail what information is required.

i. The applicant shall have 15 days from the date of the request for additional information to provide such information.

ii. The initial 30-day period shall be stayed upon issuance of the request for additional information, and the ARC shall provide its written determination within 30 days of receipt of the additional information.

iii. If the applicant does not provide the requested information, the ARC shall issue its written determination within 30 days of the expiration of the 15-day period provided the applicant to respond.

(d) The ARC shall not request additional information regarding the applicant's disability or need for the requested accommodation if such information is readily apparent.

D. Nothing in this section shall prohibit the Director from consulting with the ARC regarding requests for reasonable accommodation or from consulting with the applicant to supplement their application, if possible.

E. Information provided pursuant to this section shall be kept confidential, as permitted by law. The Department shall provide written notice to the applicant, and any person designated by the applicant to represent the applicant in the application process, of any requested received by the Department for disclosure of any information or documentation which the applicant submitted in applying for a reasonable accommodation pursuant to this section. The Department will provide reasonable cooperation with the applicant, to the extent allowed by law, in actions initiated by the applicant to oppose the disclosure of such information or documentation.

5. *Determination*.

A. Determinations shall be made in writing and sent to the applicant by certified mail, return receipt requested, and by first-class mail.

B. The following findings, while not exhaustive of all considerations and findings that may be relevant, shall be made before any action is taken to approve or deny a request for reasonable accommodation and shall be incorporated into the record relating to such approval or denial:

(a) Whether the accommodation requested may be necessary to afford one or more persons with disabilities equal opportunity to use and enjoy a specific dwelling.

(b) Such a finding requires that there be an identifiable relationship, or nexus, between the requested accommodation and the applicant's disability.

(c) Whether the requested accommodation would impose undue financial or administrative burdens on the City.

C. A determination of denial shall inform the applicant of the right to an appeal under the process detailed in Section 36-2.08.

6. A request for a reasonable accommodation shall be denied if any of the following factors are found:

A. The request was not made by, or on behalf of, a disabled person;

B. There is no disability-related need for the accommodation; or

C. The requested accommodation is not reasonable. An accommodation is not

reasonable if the requested accommodation would:

(a) Impose an undue financial or administrative burden on the City; or

(b) Required a fundamental alteration of the City's Zoning Ordinance.

7. When a request for a reasonable accommodation is denied, reasonable efforts shall be made to cooperate with the applicant to provide an alternative reasonable accommodation that would address the applicant's disability-related needs. If, after reasonable efforts, an alternative reasonable accommodation is not approved, the denial of the request shall become final and the 30-day period for appeal shall begin.

8. The City shall not impose any fees or costs in connection with a request for reasonable accommodation under the provisions of this section or an appeal of a denial of such request by the ARC. Nothing in this section obligates the City to pay an applicant's attorney fees or costs.

9. *Stay of enforcement*. While an application for reasonable accommodation or appeal of a denial of said application is pending, the City will not enforce the Zoning Ordinance against the applicant.

10. *Recordkeeping*. The City shall maintain records of all requests for reasonable accommodations, both written and oral, and the City's responses thereto, as required by state law.

Article 5. Residential Development & Design

36-5.01 Intent
36-5.02 Applicability
36-5.03 Development & Dimension Standards
36-5.04 Neighborhood Design
36-5.05 Alternative Patterns

36-5.01 Intent

The Residential Development & Design standards have the following intent:

A. Enhance the appearance and livability of neighborhoods through thoughtful neighborhood design, including streetscapes, parks and trails, and other focal points that shape neighborhood character.

B. Strengthen the unique character and identity of distinct neighborhoods including suburban and urban contexts.

C. Provide housing variety throughout the city and a compatible mix of building types within neighborhoods.

D. Restore and revitalize neighborhoods with appropriate-scale infill and rehabilitation projects.

E. Foster “complete neighborhoods” by ensuring proximity and access to neighborhood-supporting uses and housing integrated into mixed-use districts and corridors.

F. Promote lasting and sustained investment in neighborhoods with quality design.

36-5.02 Applicability

A. The standards in this article shall apply to all development in the R-SF, R-MX1, R-MX2, R-MX3, and R-MHC districts, except where sections state applicability only to specific districts or specific circumstances.

B. The standards shall apply to any redevelopment or rehabilitation of existing residential projects permitted in nonresidential districts. In these cases, the standards of the applicable building type shall apply.

C. The standards in Table 5-5 shall apply to any new residential projects permitted in a nonresidential district~~s~~ or where a building is primarily (more than 50%) residential.

D. Modifications or additions to buildings or sites shall meet these standards to the extent of the modification or addition.

E. The standards shall not apply to routine maintenance of existing buildings, provided the maintenance to any building may not occur in a manner that creates additional, substantial noncompliance with these standards.

F. The standards do not apply to previously established PDs, except that any amendments to the standards of existing PDs shall be brought into conformance with the standards of this code. New similar Planned Zonings shall use these standards as a base line but may modify or add additional standards through the planned zoning process in Section 36-2.06.

G. The standards do not apply to previously established UCDs, except that amendments to the standards of existing UCDs shall use these standards as a base line but may modify or add additional standards through the planned zoning process in Section 36-2.06.

H. The Neighborhood Design standards in Section 36-5.04 are basic city-wide design standards to implement the Center City Neighborhoods, Mixed Residential, and Traditional Neighborhoods placetypes in the comprehensive plan. These standards do not preclude the application of additional supplemental design guidelines for a particular area or building type, except that no guideline may be used to modify or amend the application of a requirement in this code, except as specified in the planned zoning process in Section 36-2.06.

36-5.03 Development & Dimension Standards

A. **Building Types & Lot Standards.** The development standards for residential districts shall be based on the different building types permitted in each district, specified in Table 5-1.

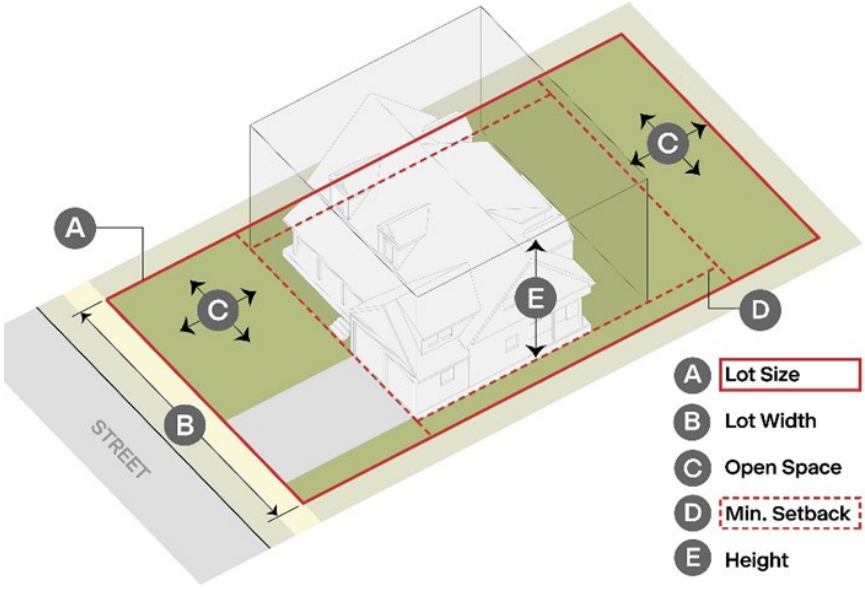


Figure 5-1 Building Types
Building types in Table 5-1 are distinguished based on lot sizes, unit configuration, building footprints, building massing, building placement, and frontage designs. This diagram illustrates these key standards in Table 5-1 applied to a typical lot.

Table 5-1: Residential Building & Lot Standards

Building Type	*Zoning Districts* *P = Permitted* *C = CUP*					*# of Principal Dwelling Units Per Lot*	*Lot Standards*					*Building Standards*			
	R-SF	R-MX1	R-MX2	R-MX3	R-MHC		Minimum Lot Area	Maximum Lot Area [4]	Minimum Lot Width	Maximum Lot Width [4]	Minimum Open Space	Maximum Height [3]	*Minimum Setbacks* Front [2]	Side	Rear
Detached House –*Standard Lot*	P	P				1	6K s.f.	n/a	50’	50’ +	30%	35’ 2.5 stories	25’	5’	10’
Detached House – *Urban Lot*		P	P		P	1	4K s.f.	n/a	35’	50’ [1]	30%	35’ 2.5 stories	25’	5’	10’
Detached House – *Small-format*	C	C	P	P	P	1	2K s.f.	n/a	25’	35’ [1]	30%	25’ 2 stories	25’	5’	10’
Detached House – *Manufactured*					P	1	2K s.f.	n/a	25’	35’	30%	25’ 2 stories	25’	5’	10’
Duplex / Multi-unit House		P	P	P		2 - 4	~~6K~~ 3K s.f. / unit min.	12K s.f.	50’	n/a [1]	20%	35’ 2.5 stories	25’	5’	10’
Townhouse – *Large Lot*		P	P	P		3 - 6	2.4K s.f. / unit min.	20K s.f.	20’ / unit	150’	20%	40’ 3 stories	15’ - 25’	5’	10’
Townhouse – *Small Lot*		C	P	P		3 - 8	1.5K s.f./ unit min.	16K s.f.	14’ / unit	125’	20%	40’ 3 stories	15’ – 25’	5’	10’
Apartment – *Small Lot*			P	P		3 -12	1.5K s.f./ unit min.	20K s.f.	50’	150’	20%	55’ 4 stories	15’ - 25’	5’	10’
Apartment – *Medium Lot*			P	P		13 - 40	1.5K s.f. / unit min.	¼ block	100’	200’	20%	65’ 5 stories	15’ – 25’	5’	10’
Apartment – *Large Lot*				P		13 +	1.1K s.f./ unit min.	½ block	100’	300’	20%	n/a	15’ – 25’	5’	25’
Apartment – *Complex*				P		17.7 du/ac.	8.5K s.f.min./ 2.45 K s.f. / unit min.	n/a	100’	n/a	30%	40’ 3 stories	25’	5’	25’
Civic / Institutional Buildings *(permitted nonresidential uses)*	P	P	P	P	P	n/a	20K	n/a	n/a	200’	40%	40’ 3 stories	25’	25’	n/a

[1] Smaller or narrower lots may require between 5’ and 10’ additional width on corner lots to allow proper building placement and orientation according to Section 36-5.03.C.2.

[2] Front setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-5.04.B.

[3] Any portion of a multi-unit building taller than 32’ shall be setback at least 15’ when property adjoins an R-SF district, and any apartment building taller than 32’ shall comply with the 45- degree bulk plane when property adjoins a R-SF district.

[4] See Section 36-5.03.C.

Figure 5-2 Apartment Complex Configuration: Conventional & Connected
The Conventional apartment complex faces inward toward its parking lot with a single frontage. Connected apartment complexes are organized around a connected street or drive network, mimicking public street and streetscape networks, providing access through individual street frontages. The individual buildings of the Connected complex should adhere to the development standards for Apartments – Small, Medium, and Large (Table 5-1: Residential Building & Lot Standards), depending on the development context, within the complex.

B. **Accessory Buildings – Residential.** Accessory buildings shall be permitted in association with and on the same lot as a principal building, subject to the standards in Table 5-2 and to the following additional limitations:

Table 5-2: Residential Accessory Buildings

Type	Quantity	Size	Height	Setbacks
Minor Structure (small shed, playhouse, and similar structures)	▪ 1 / each 3k s.f. of lot ▪ Maximum of 4	200 s.f. max.	▪ 12' max. ▪ 16' if roof pitch is 4:12 or greater	▪ 3' side and rear; except accessory structures that share a common wall or abut for their entire length on a lot line ▪ Behind the front of the principal structure
Secondary Building (detached accessory building, guest house, and similar structures)	1 / principal building	No more than 1/2 of principal building footprint	22' max., but no higher than principal structure	▪ 3' from side and rear ▪ Behind the front of building line of the principal structure
	Any building over 16' high or more than 200 square feet shall meet the design standards in Section 36-5.03.B.5.			

1. All accessory buildings shall be at least 10 feet from the principal building, unless otherwise specified by applicable building codes based on fire ratings of adjacent walls.

2. Accessory buildings shall be clearly incidental and subordinate to the principal building or use in terms of scale, location, and orientation.

3. Accessory buildings or structures of 120 square feet or less, and not built on a slab or similar foundation, do not have a required interior side or rear setback but shall be movable and are otherwise placed "at risk" by the owner with regard to any easements, fence, or screening requirements.

4. On corner lots, accessory buildings or structures shall be located behind the front building line of the adjacent principal building, unless they are more than 50 feet from the adjacent principal building.

5. Buildings over 200 square feet or over 16 feet high shall meet the following massing and design standards to ensure compatibility with the principal structure:
   a. The wall height shall not exceed 10 feet above the finished floor, except that gables, dormers, or other subordinate walls may support a pitched roof.
   b. The roof peak or other top of structure shall not exceed 22 feet above finished floor for pitched roofs with a 6:12 pitch or greater, and no more than 16 feet for shed roofs or pitched roofs below a 6:12 pitch.
   c. The design shall be compatible with the principal building considering materials, architectural details and style, window and door details, and roof forms.
   d. Buildings with vehicle access directly from an alley or shared easement shall be positioned to prevent parking that encroaches onto the alley or easement. They may be built with the access between 0 and 3 feet from the alley or shared easement, or with the parking at least 20 feet from the alley or shared easement.

6. Any building or structure exceeding the limits in Table 5-2 shall be treated as a second principal building and meet all lot and building design standards for a principal building.

C. **Dimension Exceptions.** The following are exceptions to setback and building dimensions standards established in Table 5-1.

1. Lot and Building Configurations. Maximum lot areas and lot widths in Table 5-1 may be exceeded to accommodate a project provided:
   a. All building sites meet the standards for open space, setbacks and building height outlined in Table 5-1.
   b. All building sites meet the standards for lot frontage, lot access, utility service, including fronting on public streets or any other internal access lanes or open and civic spaces allowed in this code.
   c. Multiple building sites are designed and situated within a street block pattern or utilize a private internal access lane to mimic a street system to meet the standards in Section 3.03.B and are not used in a manner to avoid or disrupt street connectivity.
   d. Building sites shall show a site plan that mimics lot boundaries and building setbacks as if platted to meet section 3.03.B
   e. Townhouses and side-by-side duplexes may have individual units platted on separate lots, provided the building meets the standards in Table 5-1 and each unit complies with any per-unit or proportional standards for each lot. The lots shall be platted with a party wall meeting standards of the building code.
   f. Side lot easements between abutting lots may be granted in association with a plat to have the effect of “zero lot line” configurations. Easements for exclusive use of the side yard may be granted to the abutting owner to meet the lot open space requirements and design standards in Section 5.03 for the grantee, while maintaining the required setbacks from the platted lot line for each building in Table 5-1 for the grantor. Easements shall be private agreements and must account for all access and maintenance responsibility for the lots, open space, and buildings.
   g. The front setbacks for each building may be modified according to the frontage types and Frontage Design Standards in Section 5.04.B.
   h. Lots may be configured in a Courtyard Pattern as provided in Section 5.05.B.
   i. Lots may be configured in a Cluster Pattern as provided in Section 5.05.C.

Figure 5-3 Side Lot Easements
Side lot easements may be used to provide more contiguous areas to meet the lot open space requirements and have the effect of a zero lot line configuration. (36-5.03.C.1.b).

2. *Corner Lot Configurations.* When applying building, lot, and frontage standards to corner lots, the lots may be arranged in one of three patterns based on the context of the block and abutting lots:

   a. *Standard Corner.* The building orients to the same street as all other buildings on the same block face. An additional 5 feet shall be added to the required side setback on the street side lot line. Side and rear setbacks apply to the remaining sides.

   b. *Reverse Corner.* The building orients to the shorter side of the block (end grain) and not the longer block face that other lots internal to the block orient to. An additional 15 feet shall be added to the required side setback on the street side lot line, or a setback of 50% of established front setback of the abutting lot, whichever is less. Side and rear setbacks apply to the remaining sides.

   c. *Corner Orientation.* The building orients to both streets, with the front setback and frontage design applying on both street sides. The two remaining lot lines are treated as side setbacks and there is no rear setback.

Figure 5-4 Corner Lot Setbacks

3. *Setback Encroachments.* The following encroachments into the required setback are permitted, except in no case shall this authorize structures that violate the provisions of any easement.
   a. Primary entrance features may encroach beyond the required front building line, as specified in Section 36-5.04.B.2.
   b. Structural projections such as bay windows, balconies, canopies, chimneys, eaves, cornices, awnings, open fire escapes, egress wells, or other non- foundational overhangs or projections may extend up to 4 feet from the foundation and encroach into the setback, provided they:
      (1) Are no closer than 2 feet from any lot line; and
      (2) Are limited to no more than 20% of the total area of a building elevation.
   c. Unenclosed and un-roofed decks or patios at or below the first-floor elevation may extend into the rear or side setback up to 15 feet but no closer than 5 feet from any street side lot line and 3 feet to any other lot line.
   d. Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be located in the side or rear setback provided they:
      (1) Are no taller than 4 feet high;
      (2) Extend no more than 6 feet from the principal building, and no closer than 3 feet to the lot line; and
      (3) Are screened from public right-of-way according to the most recently updated specifications of the utility provider.

      These limitations do not apply to any utility structures otherwise authorized to be located according to easements or in the right-of-way, which shall follow the location and design standards of those specific authorizations.
   e. Any other accessory structure within the setback, not specified in Section 36-5.03.B, shall have a setback of at least one-half its height from the property line.

4. *Height Exceptions.* The following are exceptions to the height limits in Table 5-1:

a. Building elements integral to the design and construction of the building, such as parapet walls, false mansards, or other design elements essential to a quality appearance of the building may extend up to 6 feet above the roof deck of a flat roof.
b. Architectural features such as chimneys, ornamental towers and spires, and similar accessory elements may extend up to 50% above the actual building height, provided they are integral to the specific architectural style of the building and are less than 15% of the building footprint.
c. Functional and mechanical equipment such as elevator bulkheads, cooling towers, smokestacks, roof vents, or other equipment may be built up to their necessary height in accordance with building codes provided they are screened according to the standards of this code.

36-5.04 Neighborhood Design

A. **Design Objectives.** The Neighborhood Design standards have the following design objectives:

1. Enhance the image of neighborhoods by coordinating streetscape investment with private lot and building investment.
2. Design frontages to the context of the neighborhood, block, and street.
3. Relate buildings and sites to the streetscape in a consistent manner and creating compatible massing along the block face.
4. Provide outdoor social spaces that activate the streetscape and limit the cumulative impact of frontages designed for car access.
5. Use front entry features to reinforce neighborhood character, promote unique designs, create subtle variation in building patterns, and provide human-scale connections to the streetscape.
6. Promote appropriate massing of buildings in relation to the lot and in relation to buildings and open spaces on adjacent lots.
7. Use human-scale features and details to provide visual interest and compatible designs.
8. Encourage unique architectural expressions and promote the use of key details and design characteristics inherent in the chosen style for a building.
9. Ensure access to a variety of different types of open spaces including natural areas, park and recreation amenities, and formal gathering spaces.

B. **Frontage Design.** Neighborhood lot and building frontages shall be designed according to the types in Table 5-4, and be applied based on the context of the neighborhood and block. Frontage design standards shall be applied to any building facade facing public streets, sidewalks, bike paths, parks, and trails, including those not immediately adjacent to a street. Frontage types may modify the required front setbacks in Table 5-1 to create a consistent frontage design and streetscape relationships with other lots and buildings along a block. Subsections following the table provide specific design strategies and techniques to meet the standards.

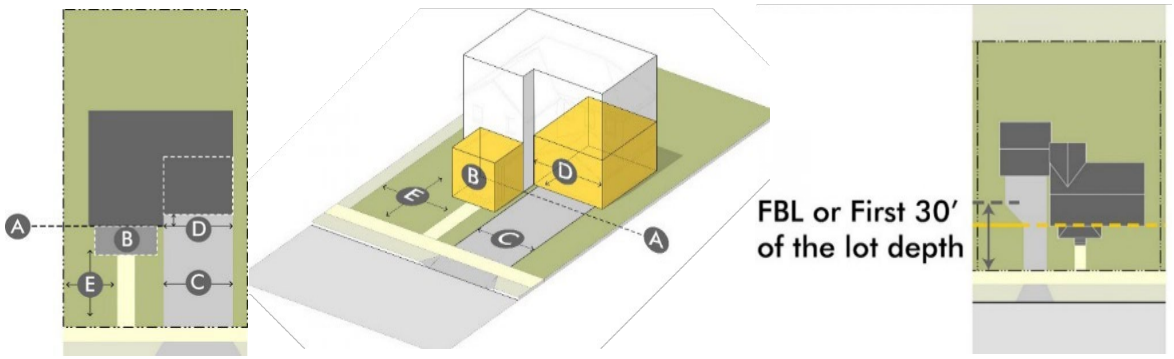


Figure 5-5 Frontage Design Standards

This diagram illustrates the key elements of frontage design in Table 5-3: (A) front building line; (B) front entry features, (C) driveway widths (applies to the first 30' of frontage depth or up to the front building line); (D) garage limitations, and (E) frontage landscape/open space areas. These elements determine the relationship between the building, the lot, and the streetscape, and affect the character of the area when applied across multiple lots on a block.

Table 5-3: Residential Frontage Types & Design Standards

Frontage Element		*Terrace Frontage*	*Neighborhood Frontage*	*Suburban Frontage*
Front Building Line		10' – 25'	25' – 50'	25' +
Front Entry Feature		Required, See Section 36-5.04.B.2	Required, See Section 36-5.04.B.2	Optional
Maximum Driveway Width		15% of lot width, not less than 12', but no more than 22' for the first 30 feet of lot depth	25% of lot width, not less than 12', but no more than 22' for the first 30 feet of lot depth	40% of lot width, not less than 12', but no more than 22' for the first 30 feet of lot depth
Garage Limitations		▪ 20% of facade; ▪ 35% if 12'+ behind FBL ▪ Setback at least 4 feet behind front building façade	▪ 40% of facade; ▪ 45% if 12'+ behind FBL ▪ Setback at least 4 feet behind front building façade	▪ Setback at least 4 feet behind front building façade
Frontage Landscape		75% minimum	60% minimum	45% minimum
Application	*R-SF*	☐	■	☐
	R-MX1	☐	■	☐
	R-MX2	■	☐	
	R-MX3	■	☐	
	R-MHC		■	☐

■ Permitted default standard

☐ Alternative standard to be applied based on context through Minor Modification. Blank is only applicable through a Major Modification.

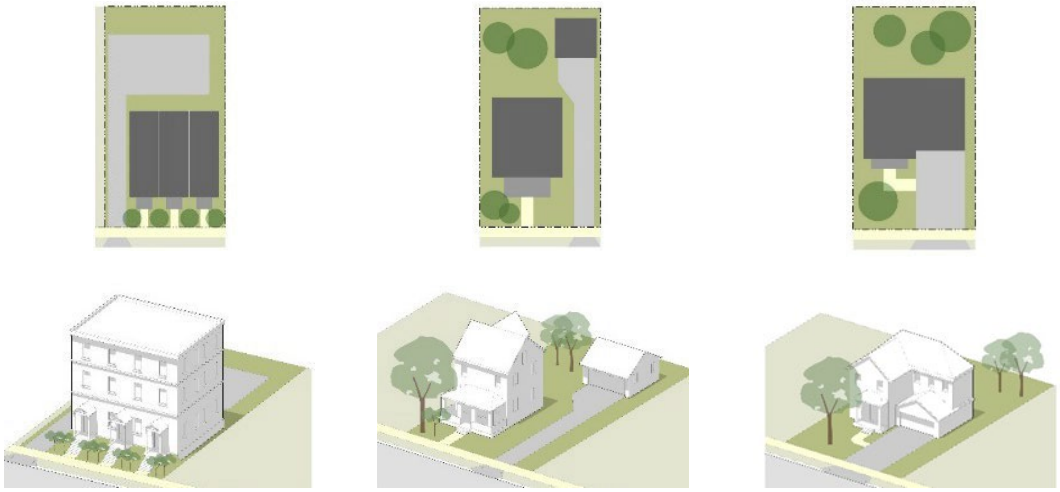


Figure 5-6 Side Lot Easements *Side lot easements may be used to provide more contiguous areas to meet the lot open space requirements and have the effect of a zero lot line configuration. (36-5.03.C.1b)*

1. *Front Building Line.* Front building lines create a consistent pattern along a block framing streetscapes. Front building lines shall be established within the front building line ranges and applicable frontage types in Table 5-3 with the following exceptions:
   a. Front building lines may be modified to reflect specific patterns on a block.
   b. Frontage types and design should be similar for all buildings along a block but may gradually transition to different building placements between lots.
   c. The front building line of adjacent buildings shall not differ by more than 5 feet unless more than 20 feet exists between the buildings.
   d. Front entry features designed according to Section 36-5.04.B.2 may extend beyond the front building line.
   e. Frontages and the required landscape in Table 5-3 shall meet the landscape design standards in Section 36-8.03 for the specified percentage between the front building line and the front lot line.

2. *Front Entry Features.* Front entry features create consistent human-scale massing elements that relate buildings to the block frontage, provide outdoor social spaces that activate streetscapes, and establish subtle variations in design and style among similar buildings along a block. The following front entry feature design strategies and techniques shall be used where entry features are required by Table 5-4 and are otherwise recommended to achieve the intent of this article and design objectives of this section. Front entry features shall be oriented to the lot front and have a private sidewalk or path at least 4 feet wide directly connecting the entry feature to the public sidewalk. Front entry features shall be within 10 feet of the front building line. For suburban frontage types or frontages without a public sidewalk, this can connect via a driveway.

Table 5-4: Residential Front Entry Features			
Type	***Width (Min.)***	***Depth (Min.)***	***Area (Min.)***
Porch	10', but at least 25% of front elevation	6'	80 s.f.
Stoop	8'	5'	60 s.f.
Entry Court	12', but no more than 50% of front elevation	10'	200 s.f.

a. Front entry features shall be oriented to the lot front and have a sidewalk or path at least 4 feet wide directly connecting the entry feature to the public sidewalk. For suburban frontage types or frontages without a public sidewalk, this can connect via a driveway.

b. Front entry features shall be integrated into the overall building design including compatible materials, roof pitch and forms, and architectural style and details.

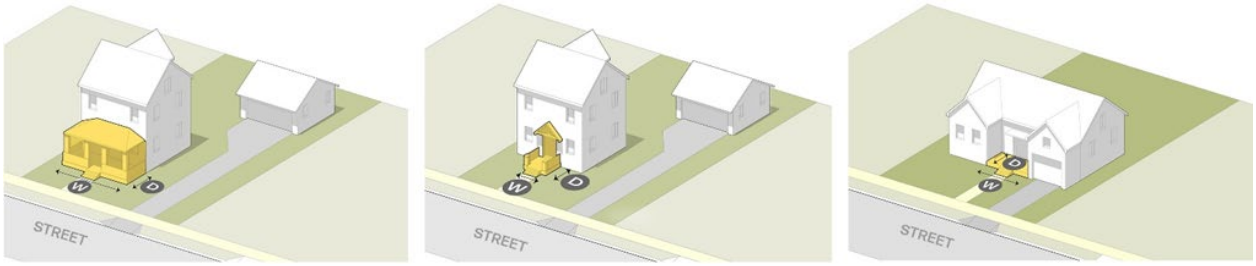
c. Front entry features shall be single story, and any roof structure and ornamentation shall be between 8 feet and 14 feet above the floor level of the entry feature. If not roofed, a canopy, pediment, transom windows, enlarged trim or molding shall be used to emphasize the entry.

d. Front entry features shall be unenclosed but may include a decorative wall or railing between 2.5 feet and 4 feet high along the perimeter.

e. Front entry features of adjacent buildings shall differ in one or more of the following ways to provide streetscape variation, particularly for the same building type or models:
   (1) Different entry feature types (i.e. porch, stoop, or courtyard);
   (2) Different location (i.e. centered, shifted – left/right, side, or wrapped);
   (3) Different extent (i.e. full or half);
   (4) Different roof type (i.e. shed, hip, flat, gabled, arched, trellis, or no roof); or

f. Any other significantly different architectural detail or massing elements. Any building with more than 150 feet of front facade, or any street side facade longer than 250 feet, and which is permitted within 30 feet of the street shall have one entry feature for every 100 linear feet of building fronting the street.

g. Front entry features meeting the requirements of this section may encroach up to 10 feet into the front setback, but never closer than 5 feet to the lot line.



Porch *Stoop* *Entry Court*

Figure 5-7 Front Entry Features – Types
The porch, stoop, and entry court are three distinct types of entry features that create active, social spaces and human-scale details on the residential frontages. Spaces with a minimum width (W) and depth (D) specified in Table 5-4 provide usable social spaces, activate the streetscape and frontage, and contribute to the massing and modulation required by the building design standards.

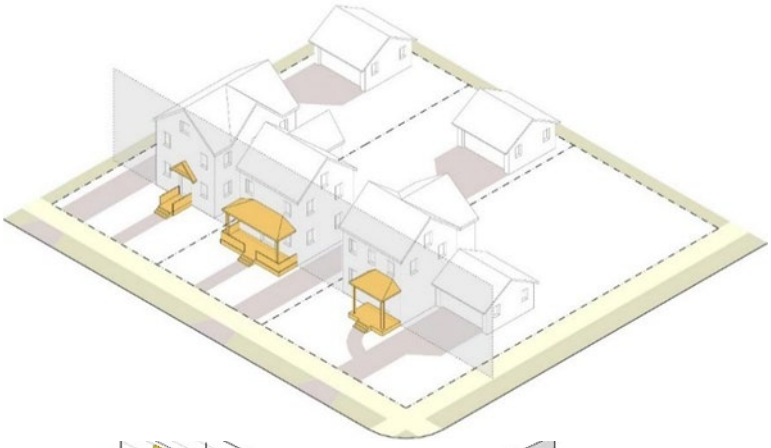


Figure 5-8 Primary Entry Feature - Encroachments *Front entry features meeting the standards of this section create social spaces that help activate streetscapes, and create a variety of human-scale details along blocks. These features may encroach into the front setback to improve the frontages along blocks. (Table 5-4)*

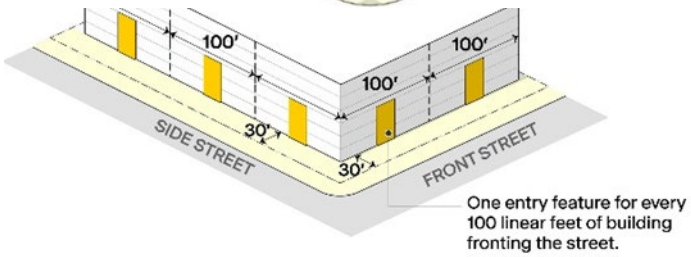


Figure 5-9 Primary Entry Feature - Large Buildings *Front entry features should be more frequently located on larger buildings with wall planes in close proximity to the street. This breaks up the building massing and activates the streetscape. (Table 5-4)*

3. *Driveway and Garage Limits.* Driveway and garage standards in Table 5-3 limit the impact on the neighborhood streetscape from frontages that prioritize car access and parking, particularly the cumulative effects from narrower lots or buildings placed closer to the street. The following driveway and garage design strategies and techniques shall be used to meet the standards. The following driveway and garage standards shall be approved by the City Traffic Engineer. The driveway width limits apply to the first 30 feet of lot depth, or up to the front building line, whichever is less.
   a. on a particular lot, alternative patterns may be used, including:
      (1) Single-lane drives to wider recessed garages;
      (2) Single-lane drives to expanded rear parking, access and garage entries;
      (3) Shared drives to recessed or detached rear garages and/or parking pads;
      (4) Common lanes or alleys accessing parking or garages internal to the block; or
      (5) Parking or garages accessed from a side street, particularly on corner lots or through common lanes.
   b. Motor vehicles and trailers on a residential lot. As used in this section, the face of a principal structure shall be any and all portions of the structure fronting on a street. For purposes of determining the prohibited yard area, a line shall be established for each side of the structure fronting a street.
   c. Portions of a yard where motor vehicles and trailers are prohibited. Motor vehicles shall not be parked in that portion of a yard, on a lot or a tract of land in any residential district or a lot or tract of land used primarily for residential purposes in any other district, in the open space between the street right-of-way and a line, as established in this section, extending from one side of the lot to the opposite side of the lot. As viewed from the street, the line shall start at a point on the left lot line, and shall extend parallel to the street to the nearest corner of the principal structure and then along the face of the principal structure to the right corner, and from that point on a line parallel to the street to a point on the right lot line.
   d. A carport is allowed:
      (1) On a side property line on an interior lot;
      (2) On a side property line on a corner lot line abutting a street; or
      (3) On a side property line in subdivisions permitting zero lot line development.

e. All carports shall:
(1) Be located only over an existing paved driveway;
(2) Comply with the front yard setback requirements of this chapter; and
(3) Be located at least 4 feet behind the front building line of the principal building or behind the side building line of the principal building on a corner lot.

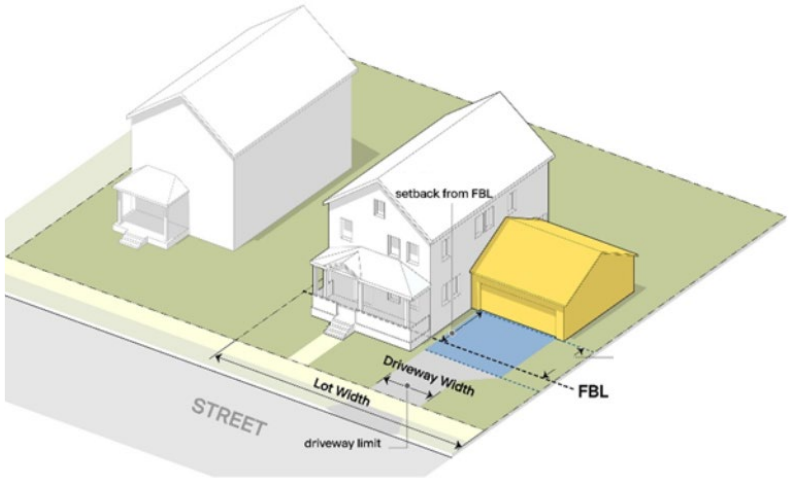


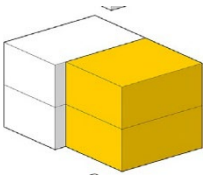
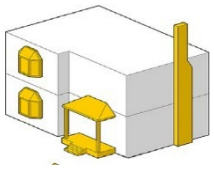
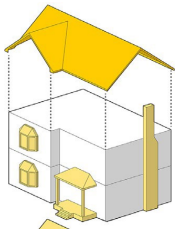
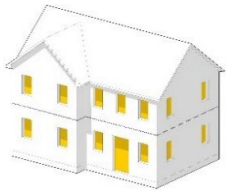
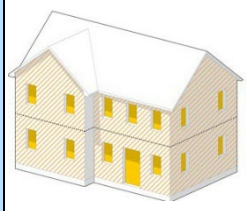
Figure 5-10 Application of Driveway Limits
Driveway limits shall apply to the first 30' or up to the Front Building line, whichever is less; except any front-loaded garage meeting these standards may have a driveway expanded to the width of the entry 20 feet in front of the entry, provided the expanded area is no closer than 10' from the front lot line. (36-5.04.B.3.a).

Figure 5-11 Driveway & Garage Options

Frontage type standards are based on lot widths to recognize both the proportionate and cumulative effect that frontage design elements have on the streetscape, and narrower or compact lots may be more limited. In these situations, options that reduce the car-orientation yet accommodate the convenience of access of vehicles should be used. Options include narrower entries, side entries, shared drives, common lanes, or internal block alleys. (36-5.04.B.3.c.)

C. **Building Design.** Buildings shall be designed according to the standards in Table 5-5, and be applied based on specific building type. Buildings may have multiple frontages in which case the standards shall apply to each frontage. Subsections following the table provide specific design strategies and techniques to meet the standards.

Table 5-5: Residential Building Design Standards

Design Detail			***Building Type***			
			Detached House (all)	*Duplex*	*Multi-unit House, Townhouse*	*Apartment (all)*
Wall Plane.	*Maximum wall plane without a massing variation of 4'+ on at least 25% of elevation.*		250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	500 s.f. or 40 linear feet	1,000 s.f. or 50 linear feet
	Maximum blank wall plane without modulation on at least 20% of the wall plane.		250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	300 s.f. or 25 linear feet
Roof Plane Limits. *Maximum roof plane without an offset of at least 2', complex planes, dormers, or gables.*			n/a	n/a	600 s.f. or 50 linear feet	1,000 s.f. or 70 linear feet
					Does not apply to flat roofs provided there is a parapet, cornice or other defined edge at the roof line	
Transparency. *Minimum window and door openings per elevation.*			20% on all street-facing facades;			30% on all street-facing facades; 20% on all non-street facing facades; 50% on first story if ground floor is non-residential
Materials.			No fewer than 2, but no greater than 5 materials total	*Primary* – at least 55% *Secondary* – 20-30% (limit 2) *Accent* – 5-15% Limit – 5 materials total		*Primary – 55-80%* *Secondary – 20-30%* *Accent – 5-15%* Limit – 5 materials total
			See 36-5.04.C.4.a			

1. *Wall Plane Limits.* Massing uses changes in the building footprint, height, or shifts in wall or roof planes to break down larger volumes into smaller parts and refine the scale and form of the building. Building elevations that exceed the wall plane limits in Table 5- 5, either in square footage or in linear feet, shall be broken into components differentiated by one or more of the following design techniques.

   a. Break the building into distinct masses (primary mass, secondary mass, and wings), where portions of the building are offset from the main mass by at least 8 feet or are otherwise noticeably smaller and subordinate to the main mass.
   b. Step back portions of the building footprint or upper stories by at least 4 feet in association with meaningful outside space, such as a balcony, deck, patio, or entry court.
   c. Use cantilevers on upper stories that provide at least a 2 feet overhang of other portions of the wall plane.
   d. Provide single-story entry feature that projects at least 6 feet from the wall plane.
   e. Articulate rooflines by using gables and dormers, dropping eaves, prominent overhangs, stepping roof lines or parapets to create offsets and projections of at least 2 feet.
   f. Where larger buildings are next to smaller buildings, or are along a block with smaller buildings, step the height of the building or offset secondary masses to create compatible massing nearest to adjacent structures.
   g. Break in vertical wall planes along any street-facing facade. Building height cannot exceed the overall width of the right-of-way without a minimum of a 4-foot setback. This is encouraged to provide a strong sense of enclosure. Buildings can exceed the street wall height by introducing step backs.

2. *Blank Wall Limits.* Facade composition uses materials, ornamental details, and subtle variations in the wall plane to break up the blank wall and add visual interest to buildings. Uninterrupted elevations that exceed the blank wall limits in Table 5-5, either in square footage or in linear feet, shall use one or more of the following design techniques to modulate the elevation and avoid expanses of blank walls.
   a. Create projections in the wall planes with bay windows, balconies, awnings, or canopies that project at least 2 feet from the wall plane.
   b. Create voids in the wall plane with step-backs of upper stories or balconies that recess at least 4 feet from the wall plane.
   c. Differentiate stories, roofs, or other masses with prominent trim materials and/or incorporate material changes on different modules of the building. Significant trim or ornamentation used to break up blank walls or wall planes shall project between 2 inches and 2 feet from the wall and be at least 8 inches wide.
   d. Use color changes and accent materials to emphasize distinct components of the facade. Material and color changes should wrap corners and occur at the inside corner of a massing element or occur in association with a significant trim or ornamentation to give a finished and unified appearance to the facade component.
   e. Break up remaining large expanses of blank walls with facade composition that considers the location and grouping of windows, doors, or architectural details.

3. *Transparency.* Windows and doors provide connections to active outdoor spaces and add visual rhythm and detail to the facade with the location, pattern, and proportions of openings. Building elevations shall meet the required transparency in Table 5-5 for any street-facing facade. This can be achieved through one or more of the following design techniques.
   a. Create relationships with outdoor spaces near buildings with the location, pattern, and proportions of windows and doors.
   b. Incorporate distinct and visually significant windows and doors (size, orientation, and ornamentation) to emphasize key locations on the facade or to relate to important social spaces.
   c. Locate windows and doors to create a coordinated facade composition considering the entire facade as a whole, and considering where facades are broken into different components with the grouping of windows and doors.
   d. Locate and design windows strategically in relation to privacy concerns in adjacent spaces and buildings but maintain consistent exterior patterns and facade composition.

High-bank windows, transom windows, opaque windows, and window treatments that are adaptable and user-controlled may be used to deliver privacy as opposed to omitting windows.

e. Use windows and doors with projecting trim and ornamentation to create depth, texture, and shadows on the facade; to emphasize openings; or to group openings into a single feature. Openings that have projecting trim and casements (at least 1 inch off the facade and 4 inches wide) or that group windows with significant ornamental detail may count these additional features for up to 25% of the transparency requirement.

f. The window requirement may be waived on sides of buildings that are closer than 3 feet to the property line, if necessary to meet applicable building code requirements.

g. The area of the front building façade shall be calculated by measuring from the bottom of the finished floor plate to the top of the highest ceiling plate and multiplying by the width of the façade. Areas associated with garages shall not be included in transparency calculations.

4. *Materials.* Building materials add texture and patterns, and create visual interest while reflecting high-quality construction and detailing. Building elevations shall apply the material standards in Table 5-5, through one or more of the following design techniques.

a. Primary materials shall consist of natural elements such as painted or natural finished wood siding, brick, or comparable synthetic alternative that offers similar durability and aesthetic quality. Synthetic alternates to these natural materials may be used if manufacturer specifications and/or precedents for application demonstrate that it will perform equally or better than the principal materials in terms of maintenance, design, and aesthetic goals. Materials such as vinyl siding, aluminum siding, and metal siding shall be prohibited as primary material for apartment building types.

b. Coordinate changes in color and materials in association with changes in massing and modulation of the building.

c. Use changes in color or materials to differentiate the ground floor from upper floors and the main body of the building from the top or roof-structure, particularly on buildings three stories or more.

d. In multi-building projects, use subtle variations in building materials and colors on different buildings, within a consistent palette of materials and colors.

D. **Open Space Design.** A system of different types of open spaces shapes the character of neighborhoods, creates unique identities for different neighborhoods, and provides focal points for building and development. The block and lot open space requirement complements this system and ensures that each building has access to useable outdoor space and creates a common amenity for multi-unit buildings.

1. *Required Site Open Space.*

a. Each lot and building type shall provide the open space specified in Table 5-1.

b. Lot open spaces may be designed to also meet a landscape or buffer requirement. To the extent that Article 8 requires additional open areas for landscape and buffers that meet the standards of this section, it shall not preclude also meeting the standards in Article 8 with additional open and landscaped areas.

c. Lots platted through a final plat with common open space meeting the design standards in Section 36-3.04 may credit the common open space towards the lot open space requirement, provided it meets the following criteria:

(1) The space is public or remains accessible to the public; or

(2) If private or common space, the lot applying the credit has access to the space through ownership or other agreement, and the space is otherwise dedicated and reserved from future development.

(3) The space shall be on the same lot, on the same block, or on an adjacent block within 1,000 feet of the lot and connected by a trail or public sidewalk.

2. *Open Space Design.* Different open space types maximize the value of unbuilt portions of the site for ecological, aesthetic, and functional purposes. Open space shall be designed according to one of the types in Table 5-6.

Table 5-6: Open Space Design

Permitted Open Space	*Design*
Frontages	▪ Designed according to 5.04B ▪ Excludes any permitted driveways or parking area
Yards	▪ Minimum 15' in all directions ▪ Minimum 400 s.f. of area
Open & Uncovered Decks or Patios	▪ Minimum 12' in all directions ▪ Minimum 200 s.f. ▪ Must be at or below first floor elevation ▪ Limited to 25% of required open space
Private Balconies or Patios (Apartment / Mixed-use Buildings only)	▪ Minimum 6' in all directions; 15' if common area shared by multiple dwelling units ▪ Minimum 80 square feet (individual); 300 s.f. if shared by multiple dwelling units ▪ Limited to 25% of required open space
Common Courtyard	Designed according to Section 36-5.05.D
Public or Common Open Space	Designed according to Section 36-3.04

E. **Modifications.** Modifications to the standards in Section 36-5.04 may be authorized according to the zoning site plan modification process and criteria in Section 36-2.03, and any of the following applicable additional criteria. In all cases the deviation is the minimum necessary to address the circumstance, the alternative equally or better meets the design objectives of this section, and there are no negative impacts on other design standards applicable to the building or site.

1. The context presents a clear pattern of existing buildings and lots on the same block and opposite block face with a different arrangement in terms of the front building line, driveway access patterns, and extent and placement of garages.

2. An alternative design allows the building, garage, and access to be sited in a way that preserves topography or other natural features on the site.

3. The requirement is not consistent with the architectural style selected for the building based on reputable resources documenting the style.

4. The requirement would make the building less compatible with designs or characteristics of other buildings or sites adjacent to the project or that are prevalent throughout the area, and the design or characteristics are desirable to retain and reinforce.

5. Deviations from material standards and any simulated products demonstrate a proven performance in terms of maintenance and quality appearance.

6. The specific standard is not practical due to the context and location of the lot or other similar physical conditions beyond the specific building and site not created by the landowner.

36-5.05 Alternative Patterns

A. **Intent.** Alternative housing patterns in this section permit different arrangements for housing to provide greater amenities for residences organized around common open spaces; allow flexibility for smaller lots and smaller format housing; maintain community design standards that allow projects to be better integrated into the context; and improve housing attainability through flexibility and efficiency in the patterns.

B. **Courtyard Pattern.**

1. *Design Objective.* A courtyard pattern can integrate multi-building projects into the neighborhood pattern by integrating formal open space into part of the street frontage. It is an effective infill strategy or appropriate on deeper lots and blocks. Residential buildings and lots may be designed to front on a courtyard based on additional design and development standards in this section.

2. *Applicability.* The courtyard pattern is appropriate where:
   a. Courtyards are designed and visible as an extension of the public streetscape and open space system for the neighborhood;
   b. Blocks and surrounding lots are deep, allowing a different configuration of buildable lots; or
   c. Other developed areas where existing lot patterns in the vicinity warrant use of this pattern to facilitate infill development and compatible building types.
   d. It is specifically applicable through the zoning site plan review in association with residential zoning where the proposed building types are permitted, or in association with rezoning applications where different building types are proposed.

3. *Eligible Building Types.* The following building types, if permitted in the applicable zoning district according to Table 5-1, are eligible for the courtyard pattern, subject to the limitations stated:
   a. Small Apartments, up to five buildings or 36 units, whichever is less.
   b. Townhouses, up to four buildings or 24 units, whichever is less.
   c. Duplex, Multi-unit Houses, and Detached Houses, up to 12 buildings or 18 units, whichever is less.

4. *Design Standards and Exceptions.*
   a. Lots may front on a common courtyard, rather than along a street.
   b. The courtyard shall be at least 25 feet wide in all directions, and at least 1,000 square feet, and shall have frontage on a public street or be accessible from the streetscape by a pedestrian passage.
   c. Building frontage standards shall apply on the courtyard and on the public street frontage. The streetscape and frontage landscape standards in Section 36-8.03 for all lots shall be concentrated in the courtyard and the frontage landscape standards shall be met for the public street perimeter of the project.
   d. The minimum lot size per building may be reduced by up to 20%, provided the courtyard is owned in common by all lots or otherwise established as a shared- space amenity.
   e. The front setback may be reduced to 5 feet from the courtyard boundary.
   f. Any buildings fronting the street, or the sides of any buildings adjacent to the street shall still meet requirements for public frontages and orientation standards in Section 36-5.04.
   g. Vehicle access and parking shall be coordinated for all lots and buildings, and be designed in a way that minimizes the impact on the public street and the courtyard. Access for the project shall meet all frontage standards along the public street.

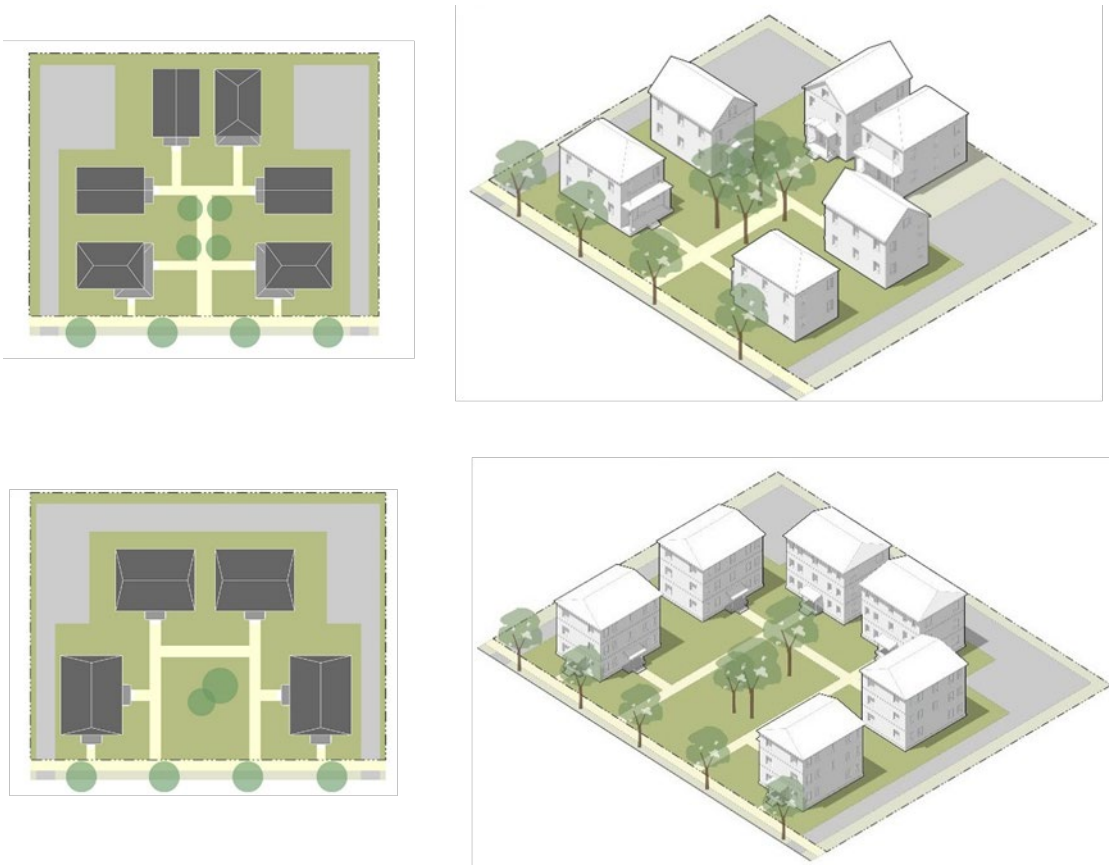


Figure 5-12 Courtyard Pattern

The courtyard pattern allows for a different configuration of buildings in specific contexts. The pattern arranges buildings on smaller lots with a common frontage on the courtyard. The courtyard and the front buildings provide to the streetscape, while other buildings may relate direction to the courtyard. Vehicle access is shared and limited to more remote or discrete portions of the project.

C. **Cluster Pattern.**

1. *Design Objective.* The cluster pattern allows residential lots and buildings to be arranged around an open space system that preserves greater amounts of intact open and natural spaces designed as a focal point and community amenity and provides benefits from a greater variety and concentration of housing on developed areas.

2. *Applicability.* The cluster pattern is appropriate in more remote areas where preservation of larger or natural open space is beneficial, and specifically is eligible in combination with the R-SF zoning district. It requires a Planned Zoning application as outlined in Section 36-2.06, and a minimum project size of at least 5 acres unless it is an extension of an existing cluster development.

3. *Density Bonus.* The base density and open space required shall be based on a typical and practical layout according to the R-SF zoning district. The following density bonus may be granted based on the amount of additional intact open space to be preserved in the plan. The "bonus" units shall not require additional open space, other than the space specified in Table 5-7.

Table 5-7: Cluster Pattern Density Bonus					
Preserved Area [1]	*Bonus Units Above Base Density*	*Example Using R-SF Base Zoning*			
		Project Size	*Base Density Yield*	*Additional Units*	*Developed area*
20% - 30%	0 (but concentration on smaller lots permitted)	5 ac.	36 units	None	36 units on 7 – 8 ac.
31% - 40%	50%	5 ac.	36 units	18 units	54 units on 6 – 7 ac.
41% - 50%	100%	5 ac.	36 units	36 units	72 units on 5 to 5.5 ac.
51% - 60%	150%	5 ac.	36 units	54 units	90 units on 4 – 5 ac.
> 60%	TBD by Planning and Zoning Commission based on plan	5 ac.	TBD	TBD	TBD on less than 4 ac.

[1] Total percentage of the project area preserved as open space meeting the Natural Open Space, Trail, or preservation of productive agriculture lands criteria in Section 36-3.04.

4. *Lot Sizes & Building Types.* The resulting density based on the plan after the density bonus is applied may be allocated in the developed portion of the project with the following building types. No combination of these building types may be used to allow more units than authorized by the density bonus. All other standards applicable to each building type in Table 5-1 shall apply within the developed portion of the plan.
   a. Detached house (all types)
   b. Duplex / multi-unit house
   c. Townhouse (all types)

5. *Open Space.* Open space shall meet the design criteria of Section 36-3.04 for natural open space, trail, or include prime farmland or other existing and productive agriculture lands designed to be a focal point and community amenity. All lots shall have access to the public or common open space preserved as part of the plan within 1,000 feet, measured along pedestrian or trail routes.

Conventional Pattern *Cluster Pattern*

Figure 5-13 Cluster Pattern
The cluster pattern allows both a greater number of units and a greater concentration of those units in exchange for greater quantities and more coordination of larger open spaces.

D. **Small-format Housing Community.**

1. *Design Objective.* The small-format housing community pattern allows large projects of smaller home sites to be organized around common amenities and provides flexibility in community design. These patterns typically provide the efficiency from manufactured or other small-format

houses, and can provide high-quality, attainable housing provided the home sites and community design standards are planned in a way that integrates with the surrounding context.

2. *Applicability.* The small-format housing community pattern applies to:
   a. Projects in the R-MHC district;
   b. Projects implementing any detached house – small-format building type where permitted in any other district by Table 5-1; and
   c. Application of the small-format housing community pattern requires a Planned Zoning application as outlined in Section 36-2.06.

3. *Community Plan.* All small-format home communities shall be supported by a community plan meeting the standards in Table 5-8, unless otherwise modified through the Planned Zoning procedures and criteria in Section 36-2.06.

Table 5-8: Small-Format Housing Community Plan

Project Size	▪ 3 ac. min., ▪ 150' minimum frontage on an arterial or collector
Project Intensity	15 units per ac. max.
Useable Open Space	20% of project areas
Lot & Building Standards	▪ Detached house – small-format standards in Table 5-1 apply ▪ All home sites shall front on a public street, common internal street, or common open space with street or alley access to the rear
Perimeter Setbacks	25' min. from any public street boundary or property perimeter
Exception	If the common usable open space is increased to 25% the following exceptions may be granted: ▪ *Project Size:* 1 ac. min., 100' frontage on arterial ▪ *Project Intensity:* 20 units per acre max. ▪ *Home Sites:* 1.2K s.f.; 20' width min.

4. *Common Area Design.* All common areas not dedicated as home sites according to the development standards, shall be designed as part of the circulation and common areas for the plan. This space shall be allocated to:
   a. Internal vehicle circulation shall be laid out to provide connectivity and continuity through the community and organize the project into blocks and lots so that all home sites and lots are served by streets. There shall be at least:
      (1) One external connection for projects under 25 dwelling units;
      (2) Two external connections for projects between 25 and 100 dwelling units; or
      (3) One connection for every 50 dwelling units for projects over 100 dwelling units.
      (4) The maximum block size shall be 2.5 acres, except blocks containing common open space may be 4 acres.
   b. Internal roadways shall generally mimic the public streetscape standards in Section 36-3.03:
      (1) 20 feet wide where no parking is permitted;
      (2) 24 feet wide where parking is permitted on one side;
      (3) 28 feet wide where parking is permitted on both sides; and
      (4) 12 – 18 feet wide for alleys or lanes.
   c. Pedestrian connections shall be integrated into all streets or provided through an off-street trail or path system at intervals and distances equal to or more extensive than the street connections. Streets, trails or paths should feature landscape areas that align with the public streetscape and open space standards in Article 3. Walkways shall be:
      (1) 5 feet wide generally; and
      (2) 6 to 8 feet wide when directly accessing any common areas or amenities.
   d. Useable open space shall meet one design type specified in Section 36-3.03 and be

designed and located in a manner that ensures adequate accessibility for all units in the community.

e. At least one of these spaces shall include a clubhouse, which is centrally located, for recreation, meetings, laundry facilities, or other common amenities. A storm shelter shall be provided with the clubhouse.

f. A common storage and utility area shall be provided within the plan including at least 100 cubic feet per unit. This area shall be screened from the project and from surrounding property according to the buffer standards in Article 8.

5. *Building and Home Site Design.*

a. All dwellings shall have a front entry feature, such as a porch, stoop, or outside patio relating the home site to the lot frontage or other common open space upon which the dwelling is located.

b. Parking spaces on a home site shall be located to the side or rear of the dwelling. Home sites may include a carport, provided it remains open and unenclosed on at least 75% of the perimeter, is no taller than the dwelling unit, is no larger than 360 square feet, is located behind the residential dwelling, and is in no case larger than the dwelling unit.

c. Guest parking for each home site shall be within 300' of the unit and may be "on-street" parking where designed according to the street standards in Section 36-3.03.

d. Home sites that have streets or access drives on multiple sides shall locate the driveway and parking on the least prominent street, access drive, or alley.

e. Any mobile or manufactured home dwellings or similarly movable building types shall:

(1) Be secured to the ground by tie downs and ground anchors, and otherwise protected against wind forces in accordance with the applicable building code.

(2) Be skirted within 14 days after placement in the community by enclosing any open area under the unit with a material that is consistent with the exterior finish of the building and compatible with the design of the community.

Article 6. Nonresidential Development & Design

36-6.01 Intent
36-6.02 Applicability
36-6.03 Development & Dimension Standards
36-6.04 Community Design
36-6.05 Specific Plans

36-6.01 Intent

The Nonresidential Development & Design Standards have the following intent:

A. Improve the appearance and vibrancy of distinct places throughout the city with good civic design.

B. Strengthen the value and accessibility of places by coordinating site access and internal circulation systems with street networks and streetscape design.

C. Reinforce the distinct character of different corridors, centers, and districts with compatible building and site design.

D. Enable an appropriate scale and range of buildings and development patterns that meets the intent of each zoning district.

E. Promote sustainable development and design practices and connections to natural elements throughout the community.

F. Stimulate lasting and sustained investment in corridors, centers, and districts with quality design.

36-6.02 Applicability

A. The standards in this article shall apply to all non-residential development in the C-MX1, C-MX2, CC, GC, GI, LIC, and HM districts, except where sections state applicability only to specific districts or specific circumstances. The residential standards in Article 5 shall apply to all structures that are primarily (more than 50%) residential.

B. Modifications or additions to existing structures or sites shall meet these standards to the extent of the modification or addition.

C. The standards shall not apply to routine maintenance of existing buildings, provided the maintenance to any building shall not occur in a manner that creates additional, substantial noncompliance with these standards.

D. The standards do not apply to previously established PDs, except that any amendments to standards of existing PDs shall be brought into conformance with the standards of this code. The standards do not apply to previously established UCDs, except in the case of UCDs converted to similar Planned Zonings shall use these standards as a base line but may modify or add additional standards through the Planned Zoning process in Section 36-2.06.

E. The Community Design standards in Section 36-6.04 are basic city-wide design standards to implement the mixed-use and nonresidential zoning districts. These standards do not preclude the application of

additional supplemental design guidelines for a particular area or building type, except that no guideline may be used to modify or amend the application of a requirement in this code, except as specified in the planned zoning process in Section 36-2.06.

36-6.03 Development & Dimension Standards

A. **District Lot and Building Standards.** The lot and building standards for nonresidential districts are specified in Table 6-1.

1. Front and street side setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-6.04.B.

2. Non-street setbacks indicated as "n/a" shall be as specified by the building code for each class of building. However, greater setbacks may be necessary to meet the building design standards or landscape standards applicable to a particular district, use, or building.

3. All structures in non-residential districts, not including CC district, that abut a R-SF or R-MX1 district are required to have a 45-degree bulk plane setback as measured from the property boundary of any R-SF or R-MX1 district.

Table 6-1: Nonresidential District Lot & Building Standards

Zoning District	Lot Standards					Minimum Setbacks				Building Height
	Minimum Lot Area	Maximum Lot Area	Minimum Lot Width	Maximum Lot Width	Minimum Open Space	Front [1]	Interior Side [2]	Street Side [1]	Rear [2]	
C-MX1 – Commercial Mixed- use Neighborhood	n/a	30K s.f.	25'	150'	20%	0 - 25'	n/a	15'	20'	40' / 3 stories
C-MX2 – Commercial Mixed- use Community	n/a	60K s.f.	25'	150'	10%	0' - 15'	n/a	0' - 15'	n/a	65' / 5 stories
CC – Center City	n/a	60K s.f. or ½ block	25'	300'	n/a	0' -15'	n/a	0' - 15'	n/a	n/a
GC – General Commercial	n/a	n/a	50'	n/a	20%	25'	n/a	25'	n/a	n/a
GI – Government & Institutional	n/a	n/a	50'	n/a	20%	25'	n/a	25'	n/a	n/a
LIC – Light Industrial Commercial	n/a	n/a	50'	n/a	15%	25'	10'	25'	10'	40'
HM - Heavy Manufacturing	n/a	n/a	50'	n/a	15%	25'	n/a	25'	10'	n/a

[1] Front and street side setbacks may be modified on a block-by-block basis, subject to the frontage design standards in Section 36-6.04.B.

[2] Non-street setbacks indicated as "n/a" shall be as specified by the building code for each class of building. However, greater setbacks may be necessary to meet the building design standards or landscape standards applicable to a particular district, use, or building.

B. **Accessory Buildings – Nonresidential.** Accessory buildings in nonresidential districts are subject to the same lot and building standards as the principal buildings except that they shall not be located in front of the established front building line of the principal building, shall not be taller than the principal building and are clearly incidental and subordinate to the principal building. If the accessory building is within 50'

of the right-of-way, it shall be constructed with consistent materials as the primary building.

C. **Dimensions Exceptions.**

1. *Lot and Building Configurations.* Maximum lot areas and lot width in Table 6-1 may be exceeded to accommodate a project provided:
   a. All building sites meet the standards for open space, setbacks and building height outlined in Table 6-1.
   b. All building sites meet the standards for lot frontage, lot access, utility service, including fronting on public streets or any other internal access lanes or open and civic spaces allowed in this code.
   c. Multiple building sites are situated within a street block pattern or utilize a private access lane to mimic a street system to meet the standards in Section 3.03.B and are not used in a manner to avoid or disrupt street connectivity.
   d. Building sites shall show a site plan that mimics lot boundaries and building setbacks as if platted to meet section 3.03.B.

2. *Setback and Lot Exceptions.* The following are exceptions to the lot and setback standards in Table 6-1, except that in no case shall this authorize structures that violate the provisions of any easement:
   a. Structural projections such as bay windows, canopies, chimneys, eaves, cornices, awnings, open fire escapes, egress wells, or other non-foundational overhangs or projections may extend up to 4 feet from the foundation and encroach into the setback, provided they:
      (1) Are no closer than 2 feet from any lot line, except on the frontage where they may project over the right-of-way up to 2 feet, subject to an encroachment agreement on file with the City; and
      (2) Are limited to no more than 20% of the total area of a building elevation.
   b. Open air balconies, awnings, canopies, and marquees may extend up to 8 feet from any wall plane provided they are:
      (1) At least 8 feet above the grade and any sidewalk; and
      (2) Are no closer than 5 feet from any common property line, except on the frontage where they may project into the right-of-way, subject to an encroachment agreement on file with the City, but no closer than 2 feet from any curb.
   c. Ground-mounted mechanical equipment, meters, and utility boxes accessory to the building may be located in the side or rear setbacks provided they:
      (1) Are no taller than 6 feet high;
      (2) Extend no further than 10 feet from the side of the buildings; and
      (3) Are screened from adjacent property, right-of-way, and other public spaces by structures or landscape according to Section 36-8.04.

3. *Height Exceptions*. The following are exceptions to the height standards in Table 6-1:
   a. Accessory elements integral to the design and construction of the building, such as parapet walls, false mansards, or other design elements essential to quality appearance of the building may extend up to 6 feet above the roof deck on a flat roof.
   b. Architectural features such as chimneys, ornamental towers and spires, and similar accessory and non-occupiable elements that are integral to the particular architectural style may extend up to 30% above the permitted height.
   c. Functional and mechanical equipment such as elevator bulkheads, cooling towers, smokestacks, roof vents, or other equipment may be built up to their necessary height in accordance with building codes.

D. **Multiple Non-residential Buildings on a Lot.** The following requirements apply when more than one building is proposed on a single lot, and none of those buildings include a residential primary use:
1. The design standards shall apply to all buildings applicable in the zoning district where the development is located.
2. Adequate access to each building or structure for emergency vehicles and apparatus shall be provided.

36-6.04 Community Design

A. **Design Objectives.** The community design standards have the following design objectives:

1. Enhance the image of districts and corridors by coordinating streetscape investment with private lot and building investment.

2. Design frontages and open spaces based on the context, particularly emphasizing more spacious and natural landscape areas to buffer intense or large scale uses and along higher-volume / speed streets, and emphasizing compact and formal social spaces in walkable areas and along multi-modal streets.

3. Arrange buildings and vary the massing in a way that defines streetscapes, public spaces, and other valuable active and social spaces on the site and creates appropriate transitions to adjacent areas.

4. Refine the scale, massing, and human-scale details of buildings to a greater degree the closer they are to the streetscapes and other publicly used spaces.

5. Use open space as an organizing element for development, creating focal points, integrating environmental features, and establishing transitions between distinct building sites.

6. Encourage unique architectural expressions and promote the use of key details and design characteristics inherent in the chosen style for a building.

7. Strengthen the identity and economic value of distinct places by reinforcing consistent pattern and character across multiple sites.

B. **Frontage Design.** Nonresidential lot and building frontages shall be designed according to the types in Table 6-2 and be applied based on the context of the district and corridor. Frontage design determines the relationship between private development and the public realm and affects the character of streets, blocks, and districts. Each street-facing facade, public or private, shall designate a specific frontage type, meet the frontage requirements, and be treated equally in regards to materials, transparency, height, setbacks, and blank wall limits. Frontage design types may modify the required front setbacks in Table 6-1 to create a consistent frontage design and streetscape relationships with other lots and building along a block. Subsections following the table provide specific design strategies and techniques to meet the standards.

Table 6-2: Nonresidential Frontage Design

	Frontage A	*Frontage B*	*Frontage C*	*Frontage D*
Front Building Line (build-to range)	0' – 15'	0' – 30'	30' – 90'	90' +
Required Front Building Line	80% +	60% +	40% +	n/a
Maximum Access Width [1]	Must meet Public Works Standards	Must meet Public Works Standards	Must meet Public Works Standards	Must meet Public Works Standards
Access Spacing	Frontage designs and access shall be coordinated with requirements of Section 36-7.03			
Minimum Parking Setback	Behind rear of building	Behind front building line	6' min. 20' min. See Section 36-7.05.B	
Maximum Extent of Parking Frontage	0%	35%	n/a	n/a
Maximum Extent of Garage Bays	Prohibited	10% of facade	25% of facade	Limited only by screening in Section 36-8.04

Landscape	See Sections 36-8.03 and 36-8.04	

Table 6-2: Nonresidential Frontage Design

		Frontage A	*Frontage B*	*Frontage C*	*Frontage D*
Applicability	*CC, C-MX2*	■	□		
	C-MX1	□	■	□	
	GC, GI, LIC		□	■	□
	HM		□	□	■

■ Permitted default standard.
□ Alternative standard to be applied based on context through Minor Modification.
Blank is only allowed through Major Modification.
[1] Refer also to Public Works Technical Standards and Design Specifications

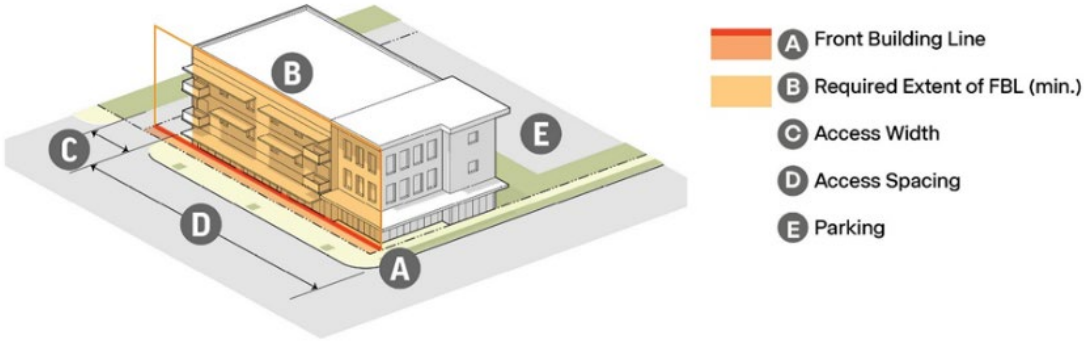


Figure 6-1 Frontage Design
Frontage types are differentiated based on the location of the front building line (FBL), the extent of the front building line occupied by the building (Required FBL), access widths, and parking location and extent along frontage. Coordinating frontage design of multiple buildings and sites along a block impacts the character of the streetscape and the block. 36-6.04.A.2.

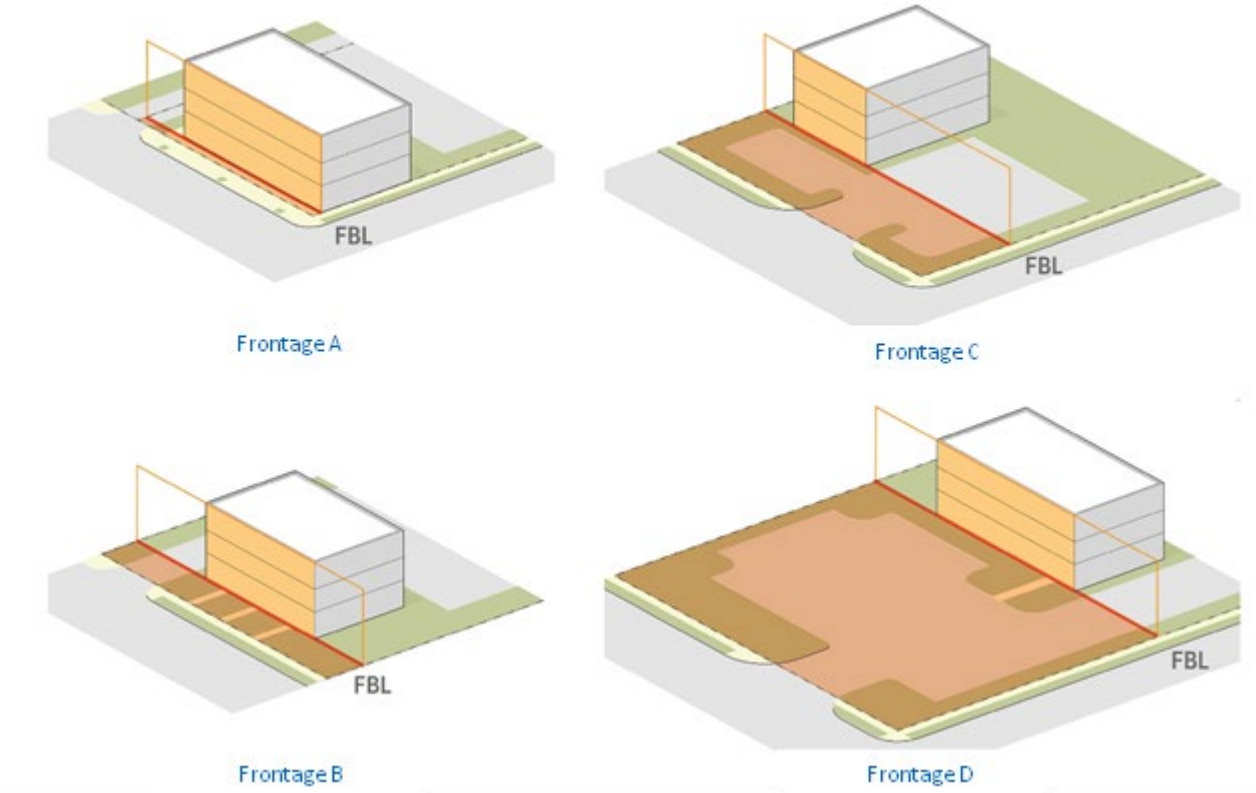


Figure 6-2 Frontage Types *The relationship between private development and the public realm determines the character of different districts. Building placement, parking and access locations, and landscape and streetscape design distinguish different frontage type designs. Social spaces and human-scale architectural features are emphasized in more pedestrian-oriented contexts, and landscape screens and setbacks are emphasized in more car-oriented areas. 36-6.04.A.2.*

1. *Front Building Line.* Front building lines create a consistent pattern along block framing streetscapes. All buildings shall establish a front building line within the range specified in Table 6-2 based on the applicable frontage types and context of the site.
   a. The required front building line may modify any required front setback for the building type in Table 6-1 based on the appropriate frontage for the street and block.
   b. All buildings shall occupy the minimum percentage specified for required front building line with either of the following:
      (1) Front building facades meeting the design standards in Table 6-3; or
      (2) Open spaces meeting the requirements of Section 36-6.04.D provided:
         (a) It is limited to no more than 50 feet or 50% of the lot frontage, whichever is greater;
         (b) There is a defined edge at the extension of the required front building line, such as decorative walls or fences, landscape features and other human scale details; and
         (c) All building facades fronting the open space meet the standards otherwise applicable along the streetscape.
   c. Corner lots shall meet the frontage requirement on the side street for at least 30’ or 25% of the lot depth, whichever is greater.
   d. Projects designed around internal access streets according to Section 36-3.03.B.2.d shall use the internal access streets for the purpose of applying frontage standards.

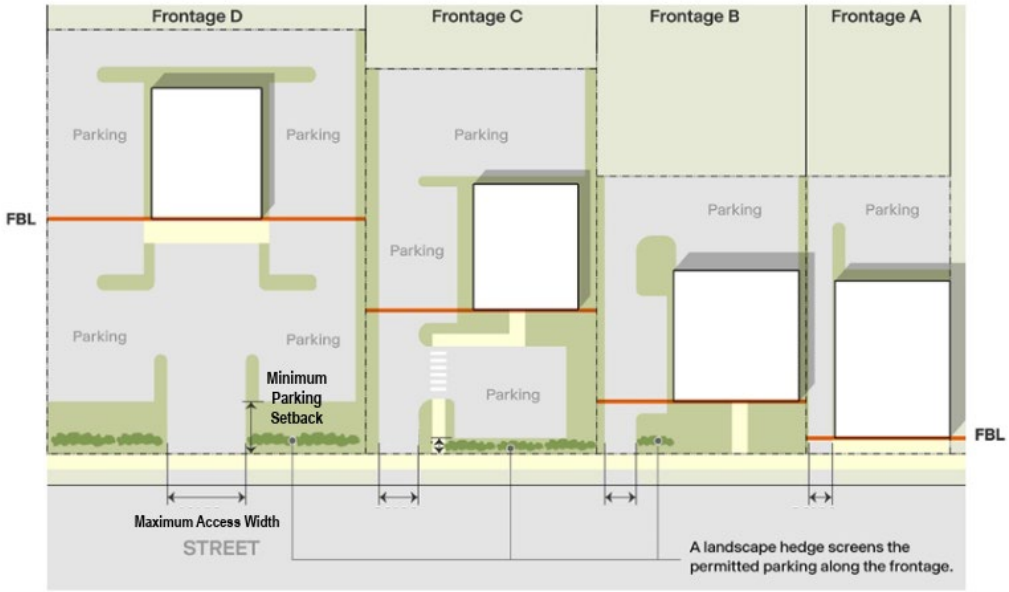


Figure 6-3 Front Building Line & Access and Parking Limits standards for different frontage types.
The required front building line determines the extent of the lot width required to be occupied by building frontage at the front building line, and it varies by frontage types. Alternatives that activate the streetscape with active social spaces may serve this function provided they establish similar defining elements of this space along the frontage. 36-6.03.A.3.a. and b.

Access & parking limits determine the extent of frontages that are designed for cars, including driveways and surface parking. Parking and vehicle access is more limited in the frontage area for pedestrian-oriented contexts, and more permissive in car-oriented areas. 36-6.04.B.2.

2. *Access and Parking Limits*. Access spacing and parking limits in Table 6-2 promote the visual priority of buildings and landscape along streetscapes, particularly where buildings are placed closer to the street. The following standards apply to the access and parking limits in Table 6-2:
   a. Access width limits apply to the first 30 feet of the lot depth, or up to the front building line, whichever is less.
   b. Access requirements in Section 36-7.03 may require greater spacing based on the street classification. However, the Public Works Design Standards and Technical Specifications may specify different access standards on any particular street or lot to address traffic safety and implement access management policies.
   c. In cases where access width and spacing limits access to a particular lot, mid-block alleys, internal access streets, common access lanes, or cross access easements for two or more lots shall be used to coordinate access on a particular block.
   d. All parking shall be setback from the front lot line and limited only to the extent along the frontage as specified in Table 6-2.
   e. Any garage or vehicle bays shall be located on the most remote building elevation practical, and where not limited by Table 6-2 shall be screened from public right-of-way or adjacent property according to Section 36-8.04.

3. *Landscape*. The remainder of the frontage between the streetscape and front building line shall include landscape and open space designs.
   a. For any building located closer than 15 feet to the lot line, this area shall be designed to coordinate as an extension of the streetscape according to Section 36-3.03.
   b. For all cases where buildings are setback 15 feet or more this area shall be designed according to the parking setback and landscape design standards in

Articles 7 and 8.

c. On all frontage types, lot open space meeting the standards of Section 36-6.04.D may be included in this area.

C. **Building Design.** All applicable sides of buildings shall be designed according to the standards in Table 6-3, applied based on size and placement of the building in relation to the streetscape. Building design refines the scale and form of buildings beyond the basic setback, height and lot coverage standards by breaking down the volume into smaller scale masses and relating to spaces around the building with facade composition and architectural details. Subsections following the table provide specific design strategies and techniques to meet the standards.

Table 6-3: Nonresidential Building Design

		Frontage A	Frontage B	Frontage C	Frontage D
Massing & Modulation		50' / 500 s.f.	100' / 1K s.f.	150' / 2K s.f.	200' / 4K s.f.
Entry Feature Spacing		50' max.	75' max.	150' max.; 1 /100' avg.	1 / building
Minimum First Story Transparency		60%	40%	40%; w/in 50' of entry	40%; w/in 25' of entry
Minimum Upper Story Transparency		25%	20%	15%; n/a for industrial buildings in LIC, HM	15%; n/a for industrial buildings in LIC, HM
Applicability	*CC, C-MX2*	■	□		
	C-MX-1	□	■	□	
	GC, GI, LIC			■	□
	HM			□	■

■ Permitted default standard
□ Alternative standard to be applied based on context through Minor Modifications Blank is only allowed through Major Modification.

1. *Massing & Modulation.* Massing and modulation use changes in the building footprint, height, or shifts in wall or roof planes to break down larger volumes into smaller parts and refines the scale and form of the building with architectural features on each component. All applicable building elevations that exceed square footage or in linear feet massing and modulation limits in Table 6-3, shall be broken into smaller components by one or more of the following design techniques:
   a. Emphasize bays and vertical breaks at regular intervals with visible features such as columns, pillars, pilasters, or other details and accents that are between 6 and 48 inches wide, and project between 4 and 24 inches off the facade.
   b. Define horizontal elements with projections between 2 feet and 4 feet from the wall associated with entrance features or differentiating stories, such as balconies, awnings, canopies, cantilevers, or similar horizontal elements.
   c. Break the volume of the building into distinct components with:
      (1) Step-backs of upper stories of at least 10 feet; or
      (2) Recesses of the building footprint greater than 4 feet.
      (3) Deviations should encompass at least 20% wall planes of the entire elevation.
   d. Horizontal differentiation of a base, body and top of buildings with materials and architectural details.
      (1) For buildings less than three stories, this can be a distinct foundation, a main facade, and an embellished roof structure, such as eaves and fascia for pitched roofs, or cornices and parapets for flat roofs.
      (2) For buildings three to six stories, the first floor should be clearly

differentiated from upper stories to establish the base and an embellished roof structure.

(3) For buildings seven stories or more, the first two floors may be clearly differentiated from upper stories to establish the base, and the upper stories may be distinguished as a distinct component.

(4) Any belt course or trim band establishing the break in base, body and top shall use a material or pattern distinct from the primary material, be 6 to 36 inches wide, and off-set from the wall plane 4 to 24 inches; or be a lessor trim associated with a material change.

e. Use material changes and the use of primary and secondary materials with different colors and textures to emphasize different elements of the buildings.

(1) Where material changes are vertical (i.e. different materials stacked above another) the transition between materials should include a belt course, trim band, sill or similar element to separate materials. Heavier and larger materials should be below lighter to smaller materials.

(2) Where material changes are horizontal (i.e. materials side-by-side) the transition between materials should occur at interior corners or at the trim line, architectural column, or pilaster to emphasize different structural or massing components.

f. Use patterns of windows and doors, meeting the transparency requirements in Section 36-6.04.C.2 and 3, to break up blank walls, add depth and texture to the wall, and create a rhythm and balance along the elevation.

g. Use ornamental architectural details complementary to the materials and architectural style and use color and material changes associated with trim or massing elements along areas where there are no windows or doors.

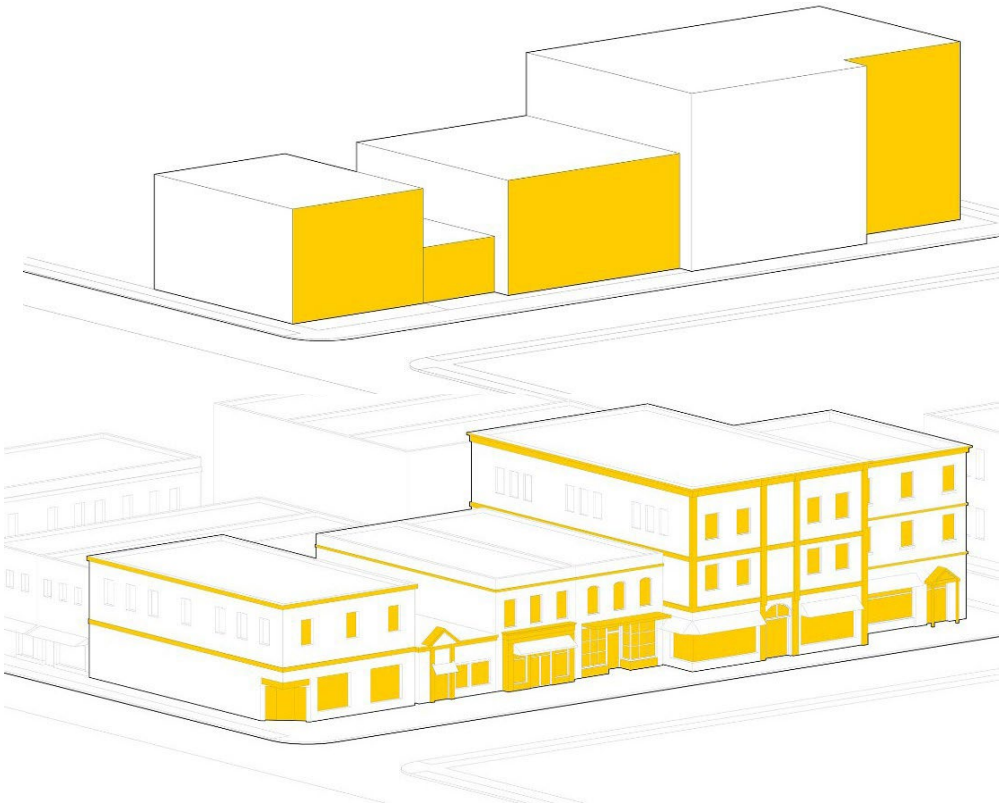


Figure 6-4 Massing & Modulation

Wall planes that exceed either the linear dimension limits or the square foot limits in Table 5-6 wall plane limits shall be broken up by massing elements and/or architectural details shown in 36-6.04.C.1.

2. *Entry Features.* Front entry features activate the streetscape and public spaces and create consistent human-scale massing elements along the building and block frontage. Front entry features shall be within 10 feet of the front building line. Primary public entrances shall be located on all front facades at intervals specified in Table 6-3 and be clearly defined with at least two of the following elements:
   a. A single-story architectural emphasis such as raised parapets, gables, canopies, porticos, overhangs, pediments, arches, or recessions within the wall plane of at least three feet.
   b. Transom or sidelight windows that frame and emphasize the entry.
   c. Architectural details such as tile work and moldings, columns, pilasters, or other similar material changes.
   d. Integral planters, seating, or wing walls associated with an entry court or plaza that integrates landscape and hardscape designs.
   e. For corner buildings, any entrance feature located on the street corner may count to both sides, and may be considered located at 25 feet from each corner for the purpose of the required primary entry feature intervals.

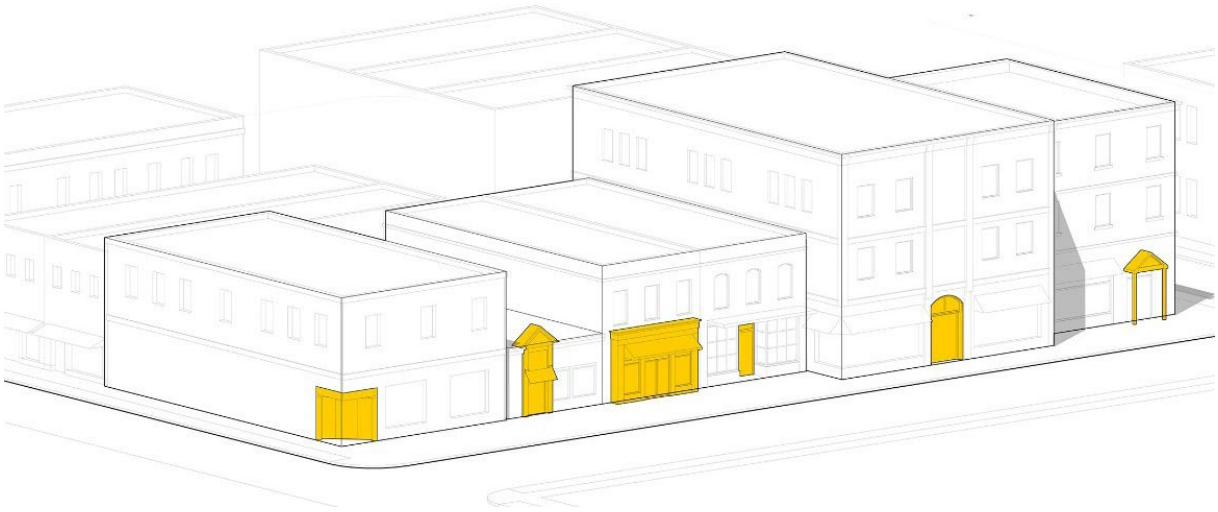


Figure 6-5 Primary Entry Features
Entrances help activate the streetscape and orient buildings to public spaces. More pedestrian-oriented blocks benefit from the activity created by smaller-scale uses and the rhythm created by more frequent entrances. More car-oriented streets may allow less frequent entrances or alternative orientations of buildings to internal access streets or common spaces as referenced in 36-6.04.C.2.

3. *Transparency.* Windows and doors provide connections to active outdoor spaces and add visual rhythm and detail to the facade with the location, pattern, and proportions of openings. Building elevations shall meet the required transparency on any street facing elevation in Table 6-3 through one or more of the following design techniques:
   a. Where expressed as a first story requirement the percentage shall be measured between two feet and eight feet above the sidewalk grade, or within ten feet above the first-floor elevation if the building is set back more than 15 feet from the street.
   b. Where expressed as an upper story requirement, the percentage shall be measured between the floor level and ceiling of each story.
   c. All required first story windows shall provide direct views to the building's interior or to a lit display area extending a minimum of three feet behind the window.
   d. For industrial and civic buildings set back more than 30 feet from the street, clerestory windows may meet the first or upper story window requirements.
   e. Locate windows and doors in conjunction with massing and modulation standards in subsection C.1, including:
      (1) Coordinate the facade composition considering the elevation as a whole, and to break up large expanses into different components with the grouping of windows and doors.

(2) Use projecting trim and ornamentation around windows to create depth, texture, and shadows on the facade.
(3) Emphasize openings or combine groups of openings in association with ornamental details and architectural projections or recessions.

Figure 6-6 Transparency
Transparency requirements eliminate large expanses of blank walls and create physical and perceptual connections to spaces around buildings. Meeting the requirements for each story helps reduce the scale of larger buildings as referenced in 36-6.04.C.3.

4. *Four-sided Design.* All buildings shall incorporate four-sided design, so that that no matter what view you have of the building, the design is not interrupted, and all parts are perceived as a coordinated part of a unified whole. Specifically:
   a. All sides shall exhibit the same quality, continuity, and durability of design including the same primary and secondary materials, although more important sides can reflect priority in the allocation of these materials.
   b. All sides that are visible from streets, public spaces or active portions of adjacent sites shall have a similar level trim, accent material, details, and ornamentation, although the extent and details may be different to reflect the greater importance of certain areas closest to the public realm or with greater visibility, and parts not exposed to the public may be designed for utility.
   c. Sides not meeting the four-sided design standards or designed for more utilitarian purposes should be screened and buffered from streets and public spaces according to Section 36-8.03.

D. **Open Space Design.** The lot open space requirement in Table 6-1, and any other undeveloped spaces should be arranged to create a common or private amenity for the site and building. The design of open space can reinforce the character of unique districts and distinct places and space can be designed for active, social spaces that relate to public spaces; for integrated natural environmental features that serve development; or for landscape areas that buffer and mitigate undesirable relationships; or a combination of these features dependent on the context of the site. Lot open space shall be designed and arranged to create usable outdoor spaces that meet one or more of the following types:

1. Private frontage landscape areas designed according to the frontage design standards in Section 36-6.04.B, excluding any driveways, parking areas, or other automobile space;

2. Open space meeting the requirements for public or common open space in Section 36-3.04;

3. Civic amenities or social spaces such as courtyards, patios, or plazas, provided they are at

least 20 feet wide in all directions and integrated with the design and function of the building and/or connected as an extension of the streetscape; or

4. Landscape areas and buffers designed according to the standards of Section 36-8.04.

5. For any mixed-use building, open spaces shall be designed according to Section 36-5.04.D to meet the requirements for residential portions of the project.

6. Green infrastructure strategies such as bioretention, grass swales, vegetated buffer, and other similar design elements shall be integrated into the design of open space to meet stormwater requirements.

E. **Modifications.** Modifications to the standards in Section 36-6.04 may be authorized according to the zoning site plan modification process and criteria in Section 36-2.03, and any of the following applicable additional criteria:

1. The context presents a clear pattern of existing buildings and lots on the same block and opposite block face with a different arrangement in terms of the front building line, access patterns, and extent and placement of parking.

2. An alternative design allows the building, parking, and access to be sited in a way that preserves topography or other natural features on the site.

3. The requirement is not consistent with the architectural style selected for the building based on reputable resources documenting the style.

4. The requirement would make the building less compatible with designs or characteristics of other buildings or sites adjacent to the project or that are prevalent throughout the area, and the design or characteristics are desirable to retain and reinforce.

5. The specific standard is not practical due to the context and location of the lot or other similar physical conditions beyond the specific building and site not created by the landowner.

6. In all cases the deviation is the minimum necessary to address the circumstance, the alternative equally or better meets the design objectives of this section, and there are no negative impacts on other design standards applicable to the building or site.

36-6.05 Specific Area Plans

The frontage design, building design, and open space design standards in this article may be refined and further specified based on a specific area plan for multiple properties and owners. The plan shall use the design standards in Section 6.04 and apply them on a block-by-block basis, but may modify or supplement the standards based on the specific plans. The plan shall be approved by the City as a specific area plan. Alternatively, specific application of frontage types may be based on a plan approved in association with a development proposal, provided it: (1) is at least 10 acres; (2) includes at least 20% of Frontage A frontages; (3) includes at least 60% Frontage A or B standards; and (4) includes no more than 25% Frontage D standards. All specific area plans approved shall be included or cross-referenced in the sub- sections below.

A. **[Reserved]**

Article 7. Access & Parking

36-7.01 Intent
36-7.02 Applicability
36-7.03 Access
36-7.04 Required Parking
36-7.05 Parking Design
36-7.06 Modifications

36-7.01 Intent

The intent of this article is to:

A. Emphasize the importance of site access for multiple modes of transportation.

B. Preserve streetscape design and street functions by coordinating access along block faces and internal to blocks.

C. Create access and parking standards appropriate to the context of the site, considering public safety, traffic flow, surrounding development patterns, street design and functions, and available modes of transportation.

D. Provide the optimal amount of vehicle parking for individual sites, recognizing that too much and too little parking each have negative impacts.

E. Maximize opportunities for on-street parking, shared parking, parking management, alternative transportation, and other strategies to reduce underutilized and redundant surface parking on adjacent sites.

F. Ensure appropriate site and landscape design that mitigates the environmental, physical, and aesthetic impact of parking on streetscapes and surrounding sites.

G. Accommodate emerging transportation options, including alternate fuel vehicles, on-demand services, micro-mobility (scooters, e-bikes, neighborhood electric vehicles, etc.), and other trends that impact parking quantity or design.

36-7.02 Applicability

Access and parking shall be shown on plats, zoning site plans, and building permits according to the application requirements in Article 2. Specifically, the standards in this article apply to:

A. All new development, buildings, or uses on a site.

B. Any new lot created through an administrative or major subdivision.

C. A change of use, or modifications to an existing building or site, except that:

1. Additional parking requirements shall only apply to the expanded portions of the use or building;

2. New parking for non-residential uses shall only apply where the change results in a requirement for more than 15% additional parking than the current condition; and

3. The parking design standards shall only apply to the newly constructed parking; except when more than 50% of a parking area is reconstructed, all parking and access shall comply with this section.

4. Any revision to existing access shall be brought into compliance with all current standards.

36-7.03 Access

A. **Design Objectives.** The design of access to and internal circulation for sites shall achieve the following design objectives:

1. Limit impacts of driveways and curb cuts on streetscape designs and reduce conflicts with pedestrians, bicycles, and vehicles.
2 Promote shared or common vehicle access from streetscapes and direct circulation and loading internal to blocks, particularly on busier streets or where the standards otherwise limit or prohibit access.

3. Coordinate reasonable vehicle access with frontage designs for lots and buildings based on context and according to Sections 36-5.04.B and 36-6.04.B.

4. Provide direct, safe, and convenient bicycle and pedestrian access to buildings and sites at an equal or greater level than vehicles.

B. **Vehicle Access.** Access shall be coordinated at the largest scale possible and based on the following access strategies and data and analysis for the specified access thresholds:

1. *Required Access Thresholds.*
   a. *Traffic Access Assessment (Access Plan).* Any development, rezoning, redevelopment, change in use, building permit, zoning site plan, or subdivision that will access on a public right-of-way, regardless of trip generation shall provide a traffic access assessment.
      (1) No subdivision of property shall be approved without an understanding of allowable access for the entire property, including shared access and cross access. This future access plan and any access easements shall be noted on the plat accompanying ordinance as applicable.
      (2) For any application adjacent to programmed infrastructure projects, or mapped streets as may be shown in the Major Thoroughfare Plan the right-of-way dedication shall be made equal to half the proposed future right-of-way measured from the existing centerline.
   b. *Driveway Safety Study*. Any development, rezoning, redevelopment, change in use, building permit, zoning site plan, or subdivision that will add 50 or more peak hour trips or 500 or more daily trips to adjacent roadways (cumulative) or that has known deficiencies or safety issues as determined by the City Traffic Engineer, shall require a driveway safety study.
      (1) The City Traffic Engineer may determine that a traffic impact study is required if this threshold is met in situations where existing operating conditions are known to be deficient.
      (2) All land uses identified as motor-vehicle oriented businesses shall complete a gap study for each driveway connecting to an arterial or collector street.
      (3) Driveway safety studies shall be completed, signed, and sealed by a Professional Engineer registered in Missouri.
   c. *Traffic Impact Study.* A traffic impact study shall be required for any development, rezoning, redevelopment, change in use, building permit, zoning site plan, or subdivision as required by the applicable Public Works Design Standards and Technical Specifications, or when any project increases the number of trips as outlined below in Table 7-1. If the City Traffic Engineer determines that the adjacent street network has deficiencies or safety concerns, a TIS may be required for any project.

Traffic impact studies shall be completed, signed, and sealed by a Professional Engineer registered in Missouri.

Table 7-1: Traffic Impact Study Thresholds	
Street Typology	**Trip Threshold**
Expressway / High-Type Arterial	150 peak hour / 1,500 daily
Medium-Type Arterial / Low-Type Arterial	100 peak hour / 1,000 daily
System Collector	90 peak hour / 900 daily
Subdivision Collector / Local-High Activity	85 peak hour / 850 daily
Local-Low Activity	80 peak hour / 800 daily

2. *Alleys & Internal Circulation.* Alleys are encouraged for primary access to all blocks in conjunction with Sections 36-3.03 and 36-3.05, and particularly for mixed-use development or residential blocks accommodating narrow lots.
   a. Alleys shall connect through the block to a publicly dedicated street on each end. However, where the surrounding streets or the development patterns within a block warrant, alleys may be in "H", "L", "Z" or "T" configurations.
   b. Where alleys do not exist or are not practical, common lanes that reflect increments of the potential alley configuration are encouraged to support multiple lots along a block frontage.
   c. Where alleys exist, lots shall not have access from a public street except as permitted by the frontage design standards in Section 36-5.04 for residential frontages, and Section 36-6.04 for nonresidential frontages, or where specifically justified by a traffic study and approved by the PW Director.
   d. Alleys may be located in an easement at the City's discretion and provided a property owner's association or other entity with financial and administrative capacity for maintenance is established.

3. *Internal Access Lanes.* For large projects of parcels over 6 acres, or where any singular access would exceed 500 average daily trips or 200 peak hour trips, the City may require a system of internal access lanes to provide access and circulation within the site. Internal access lanes:
   a. Shall be laid out to organize the site into smaller internal blocks between 1 and 5 acres.
   b. Shall be privately maintained but designed to public street design types in Section 36-3.03.C and the applicable Public Works design standards and technical specifications, including sidewalks, landscape amenities, on-street parking and travel lanes.
   c. Shall be treated as public streets for determining the proper location, orientation and design of sites, buildings, and utilities within the project.
   d. Trail, greenway, or pedestrian passages meeting the standards of Section 36-3.04 may account for a portion of this internal circulation network, provided it connects buildings, open spaces, and internal access lanes with similar networks external to the site and presents a logical connection point for pedestrians and bicycles.

4. *Gated Access.* No public street shall be obstructed. Gated access will only be considered and allowed for private streets, approved developments, approved zoning site plans, or other subdivision plats approved by the City Council.
   a. *General Location Requirements.* Any gate shall be located a sufficient distance from a public street to allow three cars to line up at the gate without interfering with vehicles utilizing a public street; the minimum acceptable distance from the gate to public street shall be no less than 60 feet.
   b. *Turnaround Area.* A turnaround area shall be provided for vehicles unable to enter the gated development. The turnaround area shall provide an area to allow vehicles to safely turnaround without backing into the public street.

c. *Pedestrian Access.* Pedestrian access separate from the vehicular movement area shall be provided. The pedestrian access point may be gated. Sidewalk from the pedestrian access point to the public sidewalk shall be provided.
d. *Approval of Circulation Plans.* The City Traffic Engineer and the Fire Department shall approve all circulation plans for any gated access development and may require multiple entrances.
e. *Applicability of City Standards.* All City standards for streets, sidewalks, fire lanes, fire hydrants, and other engineering requirements shall apply to any gated access development.
f. *Responsibilities*. All maintenance and repair of the private streets, gates, and/or fire lanes shall be the sole responsibility of the property owners within the gated development.
g. *Minimum Gate Width.* One-way access gates shall be a minimum of 20 feet wide and two-way access gates shall be a minimum of 24 feet wide. A clear width of 12 feet shall be maintained between any islands gate equipment, guard house, landscape feature, etc.
h. *Emergency Release Required.* An emergency release hitch pin shall be installed on the control arm of any access gate. This hitch pin, when removed, will detach the control arm from the gate and allow the gate to swing open freely with manual intervention. The loss of electrical current shall cause the gate to open and remain open until normal electric current is restored and the gate reset.
i. *Events Requiring Open Gate Established.* Should any problem occur in the operation of the gate or any violation of any provision of this article, each access gate shall remain open and access to the development available until such time as the problem is resolved and/or the gate is repaired and tested.
j. *Prohibition of Tire Damaging Devices.* Road spikes, barbs, or other tire damaging devices are prohibited.
k. *Hold Harmless.* The individual property owners agree to release, indemnify, defend and hold harmless, from liability imposed by law, the City, governmental entity, medical services provider or public utility, and their respective employees, officials and agents, for damages and injury (including death), arising from the condition or use or the existence of a gated access; for damages and injury (including death) arising out of the use by the City, governmental entity or public utility, their respective employees, officials and agents, or emergency medical personnel of any gated access; and for damages and injury (including death) arising out of the use of the gated area by the City, governmental entity, medical personnel or public utility of any gated access. Further, such language shall provide that all property owners shall release the City, governmental entities, public utilities, their respective employees, officials and agents, and medical personnel for such damages and injuries. The indemnifications contained in this paragraph apply regardless of whether or not such damages and injury (including death) are caused by the negligent act or omission of the City, governmental entity, medical personnel or public utility, or their representatives, officers, employees or agents.
l. *Waiver of Service.* The property owners shall note that certain city services shall not be provided in gated areas. Among the services which will not be provided are routine police patrols, enforcement of traffic and parking ordinances and preparation of accident reports. All private traffic regulatory signs shall conform to the City of Springfield Standards for Traffic Control Devices. Depending on the characteristic of the proposed development, other services may not be provided.

C. **Access Requirements and Triggers for Application.** Any development, rezoning, redevelopment, change in use, building permit, zoning site plan, or subdivision shall have access to public streets or alleys that complies to all requirements of this chapter, Chapter 98, the applicable Public Works design standards and technical specifications, and any other applicable requirements. Additional triggers, applicability, and exceptions for driveway and access requirements are noted herein.

1. *General.*
a. If an existing lot requires new access that cannot meet all current requirements, and an alternate access does not exist, the access point shall be placed at the

most reasonable location as determined by the City Traffic Engineer and a cross-access easement must be provided across the entire length of the lot as necessary to provide access to adjacent lots considering development patterns, terrain, and safe ingress/egress.

b. If the proposed development, rezoning, redevelopment, change in use, building permit, zoning site plan, subdivision, or other development activity requires a driveway safety study, traffic impact study, or displays the potential to produce a public safety risk as determined by the City Traffic Engineer, modifications may be required to the access, including but not limited to, restricting directional access or other public improvements. Any existing, non-compliant access point must be removed at the appropriate time as determined by the City Traffic Engineer if not specifically defined elsewhere.

2. *Administrative Subdivisions.* All administrative subdivisions shall have access points to public streets or alleys that fully comply to the current standards or will fully comply when developed as determined by the access plan for each new lot. Administrative subdivisions creating new R-SF lots with residential uses may have non-compliant access points as per Item 4(b) of this section.

3. *Existing Access.* If a lot has an existing access, the existing access may remain but shall be corrected, removed, or reconstructed prior to issuance of the certificate of occupancy and/or final approval of the subdivision activity when any of the following occur:

a. A zoning site plan, public improvement plans, or driveway permits are required.
b. Any access is within the functional area of an intersection or deemed a public safety risk by the City Traffic Engineer.
c. A change in use or rezoning occurs that produces additional traffic volume to warrant a driveway safety study, or traffic impact study that identifies required corrections to the access.

4. *Access for Single-family Residential Lots.*

a. *With a New Building Permit.* If an existing lot cannot accommodate an access meeting all requirements and alternate access does not exist, the access point shall be placed at the most reasonable location as determined by the City Traffic Engineer. No shared access or cross-access easements are required for an existing individual single-family residential lot on a street classified as a residential collector or below.

b. *Existing Access with Subdivision Activity.* When an existing lot is subdivided to create new legal lots for single-family residential uses, an existing access for single-family residential use may remain if the existing access:

(1) Is on a street classified as a residential collector or below;
(2) Is not within 50 feet of an arterial street; or
(3) Poses no public safety risk as determined by the City Traffic Engineer.
(4) Is within 50 feet of an arterial street or deemed a public safety risk, the access plan will be required to analyze future shared access, cross-access easements, and/or the applicability of the removal or modification of current access points.
(5) If the existing access requires modification, any change in access will need to be escrowed or constructed prior to approval of the subdivision activity.

5. *Permitting and Requirements.* A driveway permit is required to be issued by the PW Director prior to the creation of or modification of any access point. If public improvement plans (PIP) are required, access will be required to be shown on the plans and if so shall be completed or escrowed in cooperation with the PIP plan prior to approval of the subdivision activity or building permit. Any driveway will need to be fully constructed, and final inspection completed prior to issuance of the certificate of occupancy (CO) or temporary certificate of occupancy.

D. **Sidewalks.**

1. *Generally.* Development sites shall include direct sidewalk connections and circulation at

the same or greater frequency as provided for vehicles. Sidewalks shall connect primary entrances of buildings and sites to the following, in the most direct manner practical:

a. Sidewalks in the public right-of-way or along internal access lanes.
b. Parking areas and any perimeter or internal sidewalks in the parking areas.
c. Civic or open space, or other common areas designed for active use.
d. Transit stops, stations, or park and ride locations – existing or anticipated.
e. Where connections by way of the public street is not reasonable or practical, sites shall provide direct connections to any of the above areas on adjacent sites.

2. *Sidewalk Width.* Internal sidewalks shall meet the requirements of Table 7-2.

Table 7-2: Internal Sidewalk Widths

Location	*Minimum Width*
Any residential property, generally	4'
Any residential property with more than 10 units Any mixed-use or nonresidential property, generally	6'
Along the front or to the primary entrance of a nonresidential building < 10,000 s.f.	8'
Along the front or to the primary entrance of a nonresidential building 10,000 s.f. or more Any access designed for both pedestrians and bicycles	12'
Along any parking area with vehicle overhangs	+ 2' to other required widths

* If 8' or 12' sidewalk is provided along the front of the building, all other connecting sidewalk minimums may be reduced to 6'.

3. *Pedestrian Amenities.* Internal sidewalks shall be designed to emphasize pedestrian priority and conform with the following:

a. Separate sidewalks from driving surfaces by changes in the texture, raised surfaces, landscape edges, and similar distinguishing features, except for designated cross walks which may be painted or shared streets.
b. Provide adjoining landscaped areas that include trees, shrubs, flower beds, and ground covers along at least 50% of the walkways meeting the landscape design standards in Section 36-8.03.
c. Lighting fixtures along all walkways meeting the outdoor lighting design standards in Section 36-8.07.

36-7.04 Required Parking

A. **Vehicle Parking Rates.** Table 7-3 provides minimum parking requirements for general categories of uses, which apply to all similar uses not specifically listed. The following criteria shall be used in interpreting the table:

1. Square footage rates shall be based on the leasable floor area or active area dedicated to the particular use, excluding areas dedicated to accessory common or public areas, hallways, and bathrooms. Where this number is not easily determined, 85% of gross floor area may be used.

2. A seating or capacity rate shall consider the total number of seats based on actual seating capacity, or where not readily determined industry standards for typical layouts of buildings or building codes.

3. Employee or occupancy rates shall consider maximum number of employees or occupants likely to be on-site at one time. Where this number is not easily or readily determined, the maximum building code capacity may be used.

4. Where uses or sites have components of different uses (i.e. hotel with a restaurant), each component shall be calculated under the most applicable rate.

5. Where a use is not similar to a general use in the table or could meet more than one category, the PD Director shall determine the appropriate classification based on industry guides or the most similar use in terms of scale, format, and operation.

Table 7-3: Required Parking

Use Category / Specific Use	*Required Parking*
Residential	
Group Living	2 / each 3 occupants (non-staffed) 1 / each 2 beds + 1 / employee (staffed)
Household Living – Accessory Dwelling, Multi-unit, or Small-format	1 / unit (micro-efficiency or studio unit) 1.5 / unit (1 - 2 bedroom unit) 2 / unit (3+ bedroom unit)
Household Living –Manufactured Dwelling or One-Unit	2 / unit
Civic	
Assembly or Event Venue	1 / 4 seats (with fixed seats) 1 / 3 persons based on designed maximum capacity (w/o fixed seats) + accessory uses at applicable rates (e.g. restaurant, retail, etc.)
Crematorium or Funeral Home	1 / 4 seats + 1 / employee
Cemetery	1 / 5,000 s.f. of land area or 1 / 4 seats for assembly areas, whichever is greater
Cultural Facility – Small (<10K)	1 / 350 s.f.
Cultural Facility – Large (>10K)	1 / 1,000 s.f. + accessory uses at applicable rates (e.g. restaurant, assembly, etc.)
Open Space – Generally	1 / 5,000 s.f. of land area or 1 / 4 seats for assembly areas, whichever is greater 1 / 200 s.f. of workout area 1 / 500 s.f. of open court area 1 / 350 s.f. of general service facilities (i.e. reception, locker or community rooms, etc.)
School – College / University or Vocational	1 / employee + 2 / each 3 students
School – Elementary or Junior High	2 / classroom or 1 / 5 seats of largest assembly, whichever is greater
School – High School	2 / classroom or 1 / 5 seats of largest assembly, whichever is greater + 1 / 8 students
Commercial	
Animal Care – Generally	1 / 300 s.f.
Daycare	1 / each 5 students + 1 / employee
Entertainment & Recreation - Indoor	1 / 350 s.f. 1 / 4 seats of fixed seating areas 1 / active patron station (i.e. 4 per lane - bowling; etc.) + accessory uses at applicable rates (i.e. restaurant, assembly, etc.)
Entertainment & Recreation – Outdoor	1 / 5,000 s.f. of land area 1 / 4 seats of fixed seating areas 1 / active patron station (i.e. 4 per hole - golf course; etc.) + accessory uses at applicable rates (i.e. restaurant, assembly, etc.)
Food & Beverage Establishment – Drive-through	1 / 75 s.f. (See Section 4.04.B for any drive-through requirements)

Table 7-3: Required Parking	
Use Category / Specific Use	***Required Parking***
Food & Beverage Establishment – Generally	1 / 100 s.f. with on-site seating and no drive-through (i.e. restaurant, bar, night club, etc.) 1 / 75 s.f. –with on-site seating and drive-through (See Section 4.04.B for any drive-through requirements)
Lodging	First 20 rooms = 1 / guest room 21 – 40 rooms = 1 / 2 guest rooms (over 20) > 40 rooms 1 / 4 guest rooms (over 40) + accessory uses at applicable rates (i.e. restaurant, assembly, etc.)
Lodging – Short-term Rental	2 / unit
Medical Service - Outpatient	1 / 250 s.f.
Medical Service – In-patient	1 / bed + 1 / employee
Office	1 / 350 s.f.
Personal Service	1 / 100 s.f.
Residential Care – Generally	1 / 3 beds + 1 / each 2 employees
Retail – Small (<3K)	1 / 500 s.f.
Retail – Generally (>3K)	1 / 250 s.f.
Retail – Grocery Store	1 / 250 s.f.
Retail – Outside Sales	1 / 500 s.f. + 1 per 3,000 s.f. open sales lot
Service - Generally	1 / 350 s.f. (See Section 4.04.B for any drive-through requirements)
Vehicle Service – Gas Station	1 / 250 s.f. + 1 / employee
Vehicle Service – Car Wash	1 / employee
Vehicle Service & Repair	2 / service bay + 1 / employee
Industrial	
Industrial & Business Service	1 / 1,000 s.f. or 1 / 1.5 employees, whichever is greater Accessory office areas more than 20% of the overall use shall be computed separately at the office rate.
Manufacturing – Limited / Artisan	1 / 500 s.f. Accessory office areas more than 20% of the overall use shall be computed separately at the office rate.
Manufacturing – Generally	1 / 1,000 s.f. or 1 / 1.5 employees, whichever is greater Accessory office areas more than 20% of the overall use shall be computed separately at the office rate.
Warehouse & Storage	1 / 25 units + 1 / employee
Urban Agriculture	
Community or Market Garden – Under 1 Acre	No parking required
Community or Market Garden – Over 1 Acre	2 / ac. of cultivated area

B. **Maximum Parking.** Nonresidential uses shall not provide more than 150% of the minimum required parking without documented evidence of actual parking demand based on studies of similar uses in similar contexts. In addition, any parking permitted over 120% of the minimum shall require mitigation of the potential impacts of additional parking through one or more of the following strategies:

1. Provide shared parking for other uses on the block or adjacent blocks according to this Section 36-7.04.D.

2. Use alternative surfaces designed to infiltrate stormwater or design parking lot landscape areas to treat stormwater from the additional parking area. These measures shall be designed in accordance with the Flood Control and Water Quality Protection Manual.

3. Provide additional buffers and ~~site~~ open spaces internally or ~~to~~ screen parking areas with at least a 10% increase in the size of open space or buffers required for the parking and landscaping at the effective rate for the total parking area.

4. Provide at least a 20% increase in the amount of landscape planting material required for the parking area and allocate it appropriately within the required open spaces, interior or parking area screening.

5. Design all parking areas over the 100% minimum as dual-purpose space, such as plazas, playgrounds, or similar event areas for regular and active use of the space during non-peak parking times.

C. **Parking Reductions.** The parking required by Table 7-3 may be reduced depending on context and according to the following strategies:

1. *Exempt Districts.* The following zoning districts are exempt from required vehicle parking in Table 7-3:
   a. CC – Center City
   b. COM – Commercial Street
   c. GI – Government and Institutional
   d. Any other public parking benefit district, provided all uses, lots, and buildings shall abide by the standards of that parking district. To the extent the parking benefit district standards only deal with parking supply, the design standards from this article shall apply to any parking that is provided.

2. *Bicycle Parking Credit.* All bicycle parking designed and located according to Section 36-7.04.F may reduce the required vehicle parking at a rate of 1 space for every 2 bicycle parking spaces up to a maximum of 10% of the required parking. To be eligible for this credit, the applicant must demonstrate that it is practical to expect significant bicycle access to the site based on: the location and proximity to the broader bicycle transportation network; the design of the site; and the nature of the use and anticipated patrons.

3. *Deferral of Spaces.* The PD Director may defer a portion of the required parking through the zoning site plan review, provided:
   a. Documented evidence that the initial occupancy of the premises will be adequately served by the lesser number of spaces;
   b. The approved final zoning site plan clearly indicates the location, pattern, and circulation to access the deferred parking area; and
   c. The deferred parking area shall be brought to finished grade, have ground cover that eliminates dust and erosion, and shall not be used for building, storage, loading or other purposes.
   d. The approval of the zoning site plan shall specify a time, criteria, or occurrences where the PD Director may require construction of necessary parking.

D. **Shared Parking.** Required parking may be reduced for any site containing multiple uses, or for adjacent sites with different uses according to Table 7-4.

1. Any shared parking arrangement shall require an agreement among all landowners participating in the agreement to ensure access, joint use, maintenance, and other operational issues.

2. The parking is within 600 feet of the lot for industrial and manufacturing uses or district and

300 feet of the lot for office, business, commercial or residential uses or districts. All shared parking shall have ADA compliant pedestrian facilities between each shared lot and designated locations.

3. The agreement shall be approved by the PD Director and recorded for each participating property with the County Recorder. The agreement shall state that it cannot be changed or modified without the approval and signature of the PD Director.

4. An affidavit agreeing to compliance with all provisions of the shared parking agreement shall be signed by any business or property owner participating in the agreement, and submitted to the PD Director as an amendment to the agreement.

5. A shared agreement that differs from this table may also be approved based on a joint parking study for the sites and uses demonstrating adequate parking during peak hours for all parties to the agreement.

Table 7-4: Shared Parking

	Percentage of Required Parking by Time Period				
	Weekday		Weekend		All
Use	6 AM to 5 PM	5 PM to 1 AM	6 AM to 5 PM	5 PM to 1 AM	1 AM to 6AM
Retail or Service	75%	75%	100%	90%	5%
Restaurant	50%	100%	75%	100%	25%
Employment	100%	10%	5%	5%	5%
Entertainment & Recreation	30%	100%	75%	100%	5%
Place of Worship	5%	25%	100%	50%	5%
School	100%	10%	10%	10%	5%
Dwellings	25%	90%	50%	90%	100%
Lodging	50%	90%	75%	100%	100%

E. **Accessible Parking.** Accessible vehicle parking spaces shall be provided in accordance with the applicable building codes and the Americans with Disabilities Act (ADA) guidelines for quantity, design, and location.

F. **Bicycle Parking.** All nonresidential and multi-unit residential buildings shall provide bicycle parking spaces according to Table 7-5.

Table 7-5: Bicycle Parking

Activity	Required Bicycle Parking Spaces
Multi-unit Residential Buildings	▪ 1 bicycle parking space per 6 dwelling units with two or fewer bedrooms; 2 spaces per 6 dwelling units with 3 or more bedrooms, but no greater than 10% of the required parking ▪ Facilities where 75% or more of the units are designed for or occupied by persons 60 years or older shall provide 3% of the required vehicle parking
Recreation, community facilities, or schools	10% of the required vehicle parking, but at least 6 spaces
Retail or office uses	5% of the required spaces, but at least 4 spaces

Table 7-5: Bicycle Parking	
Activity	***Required Spaces***
Other institutional, employment, industrial, or entertainment uses	3% of required spaces, but at least 4 spaces
Exempt locations	Areas exempt from required vehicle parking are not required to provide bicycle parking except any uses that are community destinations (museum, auditorium, convention halls) shall provide bicycle parking at a rate of 3% of the vehicle parking that would otherwise be required if not in an exempt location
Reduction or Waiver	For uses or site designs that are automobile oriented or unlikely to generate bicycle trips (i.e. car wash, furniture store, recycling center) or other contexts that are remote from any existing or planned bicycle infrastructure the PD Director may reduce or waive the bicycle parking requirement

1. Bicycle parking shall be designed according to the following standards:
   a. Bicycle parking areas shall generally have clear areas of 2 feet by 6 feet to maneuver and store the bicycle.
   b. A structure shall be securely anchored to the ground and usable for both U-locks and cable locks, and support a bike at two points of contact to prevent damage to wheels or frames.
   c. Bicycle parking spaces or areas shall be separated from vehicle parking or circulation areas by a physical barrier such as curbs, wheel stops, or bollards.
   d. Bicycle parking for nonresidential uses shall be located within 100 feet of the primary entrance unless the PD Director approves an alternative location based on the site design and overall vehicle, bicycle, and pedestrian circulation for the site.
   e. Bicycle parking for residential uses may be incorporated into storage areas within the units or common areas of the buildings.
   f. Residential bicycle parking or bicycle parking for longer terms such as employment locations should incorporate other secured and weather-proof elements into the design.
   g. Alternative standards and specifications based on recognized industry guidance or best practices for bicycle parking may be approved by the PD Director through zoning site plan review.

36-7.05 Parking Design

A. **Design Objectives.** The layout, location, and design of parking areas shall meet the following design objectives:

1. Locate parking and circulation in ways that minimize negative impacts on public streetscapes or adjacent sites.

2. Use landscape, building placement, and other site design strategies to improve the appearance and relationship of parking areas.

3. Incorporate sustainable practices into parking design to minimize runoff, decrease heat island effects, incorporate low-impact design features, and otherwise reduce environmental impacts.

4. Encourage smaller and dispersed parking areas to reduce visibility and impacts.

B. **Landscape Areas.** The landscape area standards in Table 7-6 apply to surface parking lots and

are based on the size of the parking area (# of spaces) and the location of the parking area relative to the principal building (front, side, or rear). Where possible, landscape areas shall be multi-functional and designed to meet stormwater requirements for the site according to the City's Flood Control and Water Quality Protection Manual.

Table 7-6: Parking Lot Landscape

Spaces per Parking Block	*Front [1]*	*Side & Rear*
201 or more	▪ Prohibited – must be broken into smaller parking blocks	▪ 10' perimeter buffer; and ▪ 8% interior islands
101 or 200	▪ 20' front setback buffer ▪ 10' perimeter buffer ▪ 8% interior island	▪ 6' perimeter buffer ▪ 5% interior islands
30-100	▪ 10' front setback buffer ▪ 6' perimeter buffer ▪ 5% interior islands	▪ 6' perimeter buffer
Under 30	▪ 6' front setback buffer ▪ 6' perimeter buffer	▪ 6' perimeter buffer, except where abutting an alley

[1] Any surface parking lot for residential uses or nonresidential uses permitted in residential districts shall be behind the front building line or setback at least 30' from the front lot line, whichever is less.

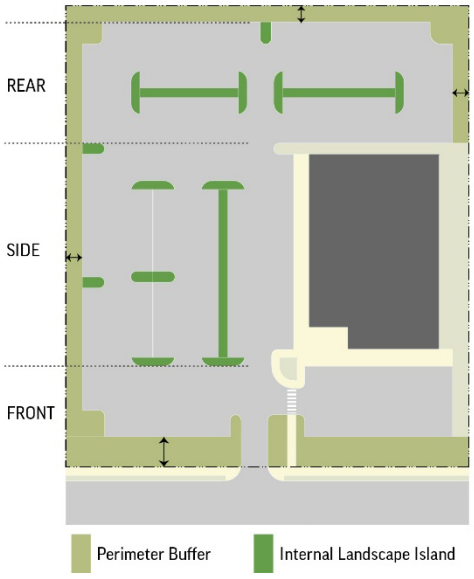


Figure 7-1 Parking Design
Design standards for parking, including buffer and landscape islands, depend on its location in relation to the building and streetscape, and on the size of the parking area. Table 7-6 is based on larger parking areas and parking in the frontage area requiring greater limits or landscape design mitigation than smaller parking areas or parking in the rear of buildings.

1. The landscape areas required by Table 7-6 shall be allocated as follows:
   a. The perimeter landscape areas shall be continuous, except for where driveways or sidewalks directly access the parking area.
   b. Perimeter landscape and interior islands shall be designed at regular intervals to break up larger expanses of pavement with green space, impervious surfaces, and overstory trees.
   c. Interior landscape islands shall be either:
      (1) A peninsula extending from the perimeter landscape area at least 9 feet wide and the depth of adjacent parking spaces.
      (2) An end cap island at the required intervals that is at least 8 feet wide and at least 280 square feet for one stall and at least 300 square feet for two stalls;

or

(3) A continuous “center strip” between two opposing stalls along the entire parking bank that is at least 6 feet wide.

d. Perimeter areas and center strips that include a sidewalk shall meet both the sidewalk width and the landscape area width independently, with no landscape area being less than 6 feet wide.

e. Perimeter and interior landscape areas shall include plant materials meeting the requirements of Section 36-8.03 applicable to parking areas.

f. The use of Silva cells or structural soil technology that contains a mixed medium of rock, clay loam soil, and water absorbing polymer should be used around islands and peninsulas to increase the available soil volume and allow for overstory trees to be grown.

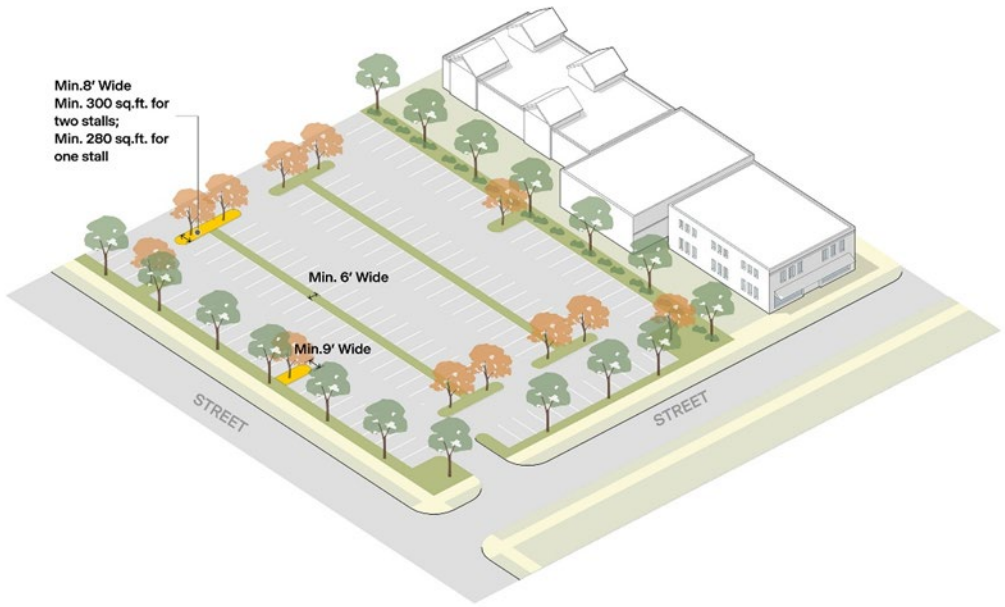


Figure 7-2 Parking Landscape

The required landscape elements should be located to break up the larger expanses of parking and to ensure the survival and maximum mitigating impact of planting in the landscape areas.

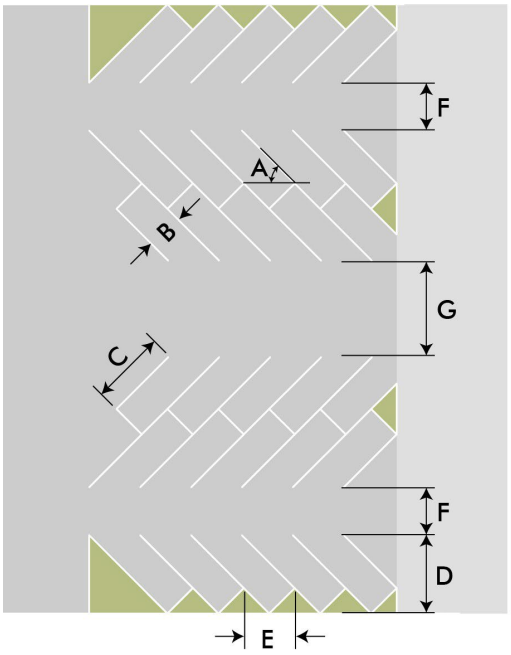
C. **Sidewalks.** In meeting the standards of Sections 36-7.03.D and 36-7.04.B, a sidewalk connection shall be provided from the perimeter of the parking lot to the building entrance or building frontage. For parking areas with over 200 spaces, a sidewalk connection shall be provided through the parking areas. Sidewalks meeting this standard may be located internal to the parking lot if separated from the surface parking, in perimeter landscape area or landscape median, or along internal access lanes.

D. **Parking Dimensions.** Parking areas shall be designed to meet the dimension specifications in Table 7-7.

Table 7-7: Parking Dimensions

Parking Angle Width (A)	Width (B)	Length (C)	Depth to Curb (D)	Curb Width (E)	Aisle Width – One-way (F)	Aisle Width – Two-way (G)	Bumper Overhang*
0°	7.0'	22'	7.0'	22'	12'	20'	n/a
30°	8.5'	20'	18'	17'	15'	20'	1.5'
45°	8.5'	20'	20'	12'	15'	20'	1.5'
60°	9.0'	19'	21'	10.5'	18'	24'	2.0'
90°	9.0'	18'	18'	9.0'	20'	24'	2.0'

*Amount of Depth to Curb dimension that may overhang landscape area, sidewalk, or wheel stop block. If overhanging sidewalk, this amount shall be added to the required minimum sidewalk width.



A: Parking Angle

B: Width

C: Length

D: Depth to Curb

E: Curb Width

F: Aisle Width -- One-way

G: Aisle Width -- Two-way

Figure 7-3 Parking Dimensions *Dimension standards of Table 7- 7, applied to typical parking layouts.*

E. **General Design Standards.**

1. All required parking shall be on-site except as specifically provided in this article for credits or shared parking sections. Additionally, the PD Director may allow for a portion of required parking off-site through a zoning site plan review subject to the following specific considerations:
   a. The parking is within 600 feet of the lot for industrial and manufacturing uses or district and 300 feet of the lot for office, business, commercial or residential uses or districts;
   b. It is in the same or comparable zoning district;
   c. The presence of the off-site lot does not negatively impact potential development on that lot or in the vicinity;
   d. There are no pedestrian barriers or other access constraints between the parking and use, and safe connections are provided between each; and
   e. An agreement demonstrating rights and control of the off-site property is provided.

2. No parking space shall be located where it backs into a street except:

a. Residential parking in driveways accessing buildings and lots with six units or less; or
b. On-street parking on public streets or private streetscapes according to the standards in Section 36-3.03.

3. Required parking areas shall be used solely for parking of vehicles in operating condition for patrons, occupants, or employees of the use, unless specifically authorized otherwise by provisions in this code.

4. Parking and access areas shall be designed and graded to adequately address drainage and runoff, including curb, gutters, inlets, pervious pavement, bioretention, and green infrastructure strategies approved by the PW Director to support stormwater control measures that minimize runoff and promote infiltration of storm water.

5. All driveway approaches in the right-of-way, from the street edge to the property line shall be concrete.

6. Vehicle parking, storage, maneuvering areas, and driveways on private property shall have an all-weather, hard surface that prevents the release of dust, mud, or silt, including asphalt or concrete. Acceptable surfaces include:
a. Asphalt
b. Concrete
c. Pervious or permeable pavement with approval by the PW Director and subject to industry standards or performance specifications.
d. Ribbon driveways consisting of two-wheel tracks may be acceptable for residential drives for access to less than three dwelling units.

F. **Loading Requirements.** In mixed-use, commercial, or industrial districts, off-street loading shall be required as indicated in Table 7-8.

1. The number and size of spaces may be revised based on the operating characteristics of the particular use and determined through zoning site plan review.

2. Loading areas shall be located on a remote portion of the building and site or internal to the block and buffered by other buildings, and are prohibited in any front or street side setback.

3. Loading areas and activities shall not interfere with the use of walkways, drive aisles, stacking areas, internal access lanes, or public streets, and shall be designed to avoid any backing from or onto a public street (except in the Center City district or as permitted in F.6).

4. Loading areas shall be graded for property drainage and provided with an all-weather, dust-free surface.

5. Loading shall be screened from public streets or adjacent residential areas in a manner that best limits visibility and mitigates noise, according to the buffer types and design standards in Section 36-8.04.

6. In any areas, projects, or zoning district designed to promote pedestrian activity, or for buildings and sites where more compact building and site design is required, alternate loading standards shall be permitted by the PD Director. Alternate loading standards may include sharing of loading spaces among multiple smaller tenants, using side streets, on-street parking, or alleys – particularly where there is sufficient space during off hours for loading or deliveries, or other similar strategies that avoid designing sites for large vehicle access.

Table 7-8: Loading Areas	
Gross Floor Area	***Required Loading Area and Size***
Under 10,000 s.f.	n/a; or may be shared per 7.04.F.6
10,001 – 25,000 s.f.	1 space; 10' x 25'
25,001 – 50,000 s.f.	2 spaces; at least one of which is increased to 10' x 50'
50,001 or more s.f.	3 spaces, plus 1 for every 50,000 s.f. over 100,000; at least two of which shall be increased to 10' x 50'

36-7.06 Modifications

The PD Director or the Planning and Zoning Commission may consider modifications to the landscape and site design plans through the zoning site plan modification process in Article 2. In addition to the general zoning site plan criteria in Sections 36-2.03, any proposed alternative landscape and site design shall result in one or more of the following additional benefits:

A. The modification is based on evidence of similar uses in similar contexts or other industry standards that indicate the access and parking plan is sufficient due to any of the following:

1. The format of the use;
2. The extent of the project and the scale of the access and parking management or shared parking strategies (larger scales warranting more flexibility and smaller scales warranting less);
3. The likelihood that patrons or tenants have reduced car ownership or drive less;
4. The availability and practicality of walking, bicycling or transit access supporting the use; or
5. Other transportation demand management plans proposed by the applicant, including the ability for the plan to meet evolving needs through changes in uses, parking demand, and/or transportation habits.

B. The alternative results in better site arrangement considering proposed landscape and buildings, preserving existing landscape, or promoting better environmental performance of the site and buildings.

Article 8. Landscape & Site Design

36-8.01 Intent
36-8.02 Applicability
36-8.03 Required Landscape
36-8.04 Buffers & Screening
36-8.05 Plant Specifications
36-8.06 Tree Preservation and Protection
36-8.07 Outdoor Lighting
36-8.08 Modifications

36-8.01 Intent

The intent of this article is to:

A. Enhance the city's identity and sense of place by creating vibrant, well-designed streetscapes, civic spaces, and open spaces that reflect Springfield's character and aspirations.

B. Celebrate the uniqueness of Springfield's diverse neighborhoods by integrating intentional and context-sensitive landscape design that highlights distinct areas throughout the city.

C. Foster harmony and cohesion across developments by coordinating landscape and design elements with consistent and meaningful relationships between private lots and public frontages.

D. Elevate the quality and impact of development by integrating landscape designs that balance aesthetic appeal with environmental sustainability and social well-being.

E. Strengthen ecological resilience by enhancing the environmental function of unbuilt portions of sites, protecting existing natural features, and incorporating them as integral elements of development projects.

F. Mitigate the visual, auditory, and functional impacts of development through thoughtfully designed landscapes that prioritize screening, buffering, and enhancing site usability.

G. Promote the use of native and climate-adapted landscape to restore ecological balance, conserve resources, support biodiversity, and create resilient and regionally appropriate landscapes.

H. Integrate green infrastructure solutions into landscape design to manage stormwater sustainably, reduce urban heat islands, improve air and water quality, and create multifunctional spaces that contribute to climate resilience.

I. Preserve and strengthen the tree canopy throughout the city for the aesthetic, economic, ecosystem services, and environmental benefits it provides.

36-8.02 Applicability

A. **General Applicability.** The standards in this article shall apply to the following:

1. A building permit for a new principal structure;

2. A building permit for an existing principal structure that results in an increase per section 36-1.06;

3. Any addition of parking to nonresidential uses or residential uses with 10 or more dwelling units;

4. Any change of use to a site or building that increases the activity or intensity of use on a site in a manner that could negatively impact adjacent property; or

5. Any new leased parcels or outlot development shall independently meet all landscape requirements as if it were a new stand-alone development.

B. **Applicability to Existing Buildings & Sites**. In cases where the landscape and site design standards apply to existing sites or buildings, the intent is to bring the site into full compliance with these standards. For infill and rehabilitation of existing sites, the PD Director may prorate the requirements to the extent of the site work, and reduce requirements where clear and documented physical constraints or existing infrastructure deem or make full compliance impractical. Standards shall be applied according to the following order of priority areas:

1. Streetscapes and frontage areas along public right-of-way;

2. Perimeter landscape and buffers;

3. Interior parking and site landscape;

4. Other lot open spaces.

The site shall be brought closer to compliance by meeting at least 50% of the required planting standard in the applicable portions of the site, and in no case shall the reduction be below the minimum necessary to address the documented constraint.

36-8.03 Required Landscape

A. **Design Objectives.** Landscape plans shall meet the following design objectives:

1. Frame important streets and emphasize gateways with thoughtfully placed street trees, massed plantings, and vertical elements that enhance the character of each district or corridor.

2. Provide comfort, spatial definition, and visual interest to outdoor spaces such as walkways, civic spaces, parks, trails, and plazas to support vibrant and active community gathering places.

3. Design landscapes to serve multiple purposes, including aesthetic appeal, screening, environmental enhancement, stormwater management, and recreational opportunities, promoting efficient and holistic site design.

4. Strategically locate plants and landscape features to improve resource and energy efficiency with arrangements that consider wind blocks, heat mitigation, water conservation, solar access, and other elements inherent to the site.

5. Prioritize storm water management and green infrastructure to prevent erosion through natural landscape elements that intercept, infiltrate, store, or convey precipitation and runoff.

6. Prioritize the protection and adaptive reuse of healthy, established plants, trees, and natural features that contribute to site functionality and ecological balance, minimizing unnecessary removal or replacement.

7. Use native and regionally adapted species to enhance biodiversity, provide habitat for local wildlife, and create resilient landscapes that reflect the Ozarks Bioregion.

B. **Planting Requirements.** The required landscape shall be based on different elements of the site according to Table 8-1.

Table 8-1: Plant Requirements

Site Element	*Trees*	*Evergreen Trees*	*Shrubs*
Streetscape. *The landscape area in the ROW or along the lot line immediately abutting the right of way.*	1 overstory tree per 40' of lot frontage. [3]	n/a	n/a
	Corner lots shall meet this requirement on street side lot lines at a rate of 50% of the requirement.[2] Streetscapes with constrained right-of-way or with overhead utilities may substitute one understory tree per 20' of lot frontage.		
Frontage & Foundation. *The area between the building line and ROW along a street, including street sides of corner lots.*	N/A for buildings setback 0'-10' AND 1 understory tree per 40' of lot frontage for buildings set back more than 10' from the front lot line [3] AND 1 overstory tree per 40' of lot frontage for buildings set back 30' or more from the front lot line [3]	Evergreen trees may be substituted for understory trees at a rate of one for one, and for overstory trees at a rate of two for one, for up to 50% of the requirement	1 shrub per 5' of building frontage for buildings setback more than 10' from the front lot line [2] 3 ornamental grasses may be substituted for 1 shrub up to 50% of the requirement [2]
	Corner lots shall meet this requirement on street side lot lines at a rate of 50% of the requirement [2]		
Parking. *Landscape areas on the perimeter or interior of parking.*	1 overstory tree per 10 parking spaces	Evergreen trees may be substituted for overstory trees at a rate of two for one, for up to 50% of the requirement	1 shrub per 10' of perimeter [1] Type I buffer for any parking area within 30' of a street or internal access lane (See Section 36-8.04) 3 ornamental grasses may be substituted for 1 shrub up to 50% of the requirement
	Understory trees may be substituted for overstory trees at a rate of two for one up to 50% of the requirement		
Buffers. *Areas of a site that require additional landscape to mitigate potential impacts on streetscape or adjacent property.*	See Section 36-8.04		
Civic and Open Spaces. *Areas of the site designed as part of a broader system of formal and natural open spaces.*	See Section 36-3.04		
Other.	All other unbuilt or unpaved areas of a site shall require a combination of ground cover, perennials, grasses, rock, mulch or other natural and permeable surfaces. Up to 20% of the landscape area may consist of inorganic (non-living) decorative material such as river rock, colored pea gravel, boulders, pavers, or similar natural material, provided it is designed and arranged in a way that can infiltrate runoff in association with planting areas and complements the landscape design. The use of rock inorganic material requires a raised concrete barrier or steel edging to keep stray rocks or gravel contained.		

[1] Parking lot perimeter shall be the linear edge of any parking area or driveway within 100' of a property line or internal access street where there is not a building in between the parking and the boundary.
[2] Detached houses and duplexes are exempt from this requirement.

[3] Detached houses and duplexes may meet the Streetscape and Frontage & Foundation planting requirements by planting one understory tree and one overstory tree per 40' of lot frontage.

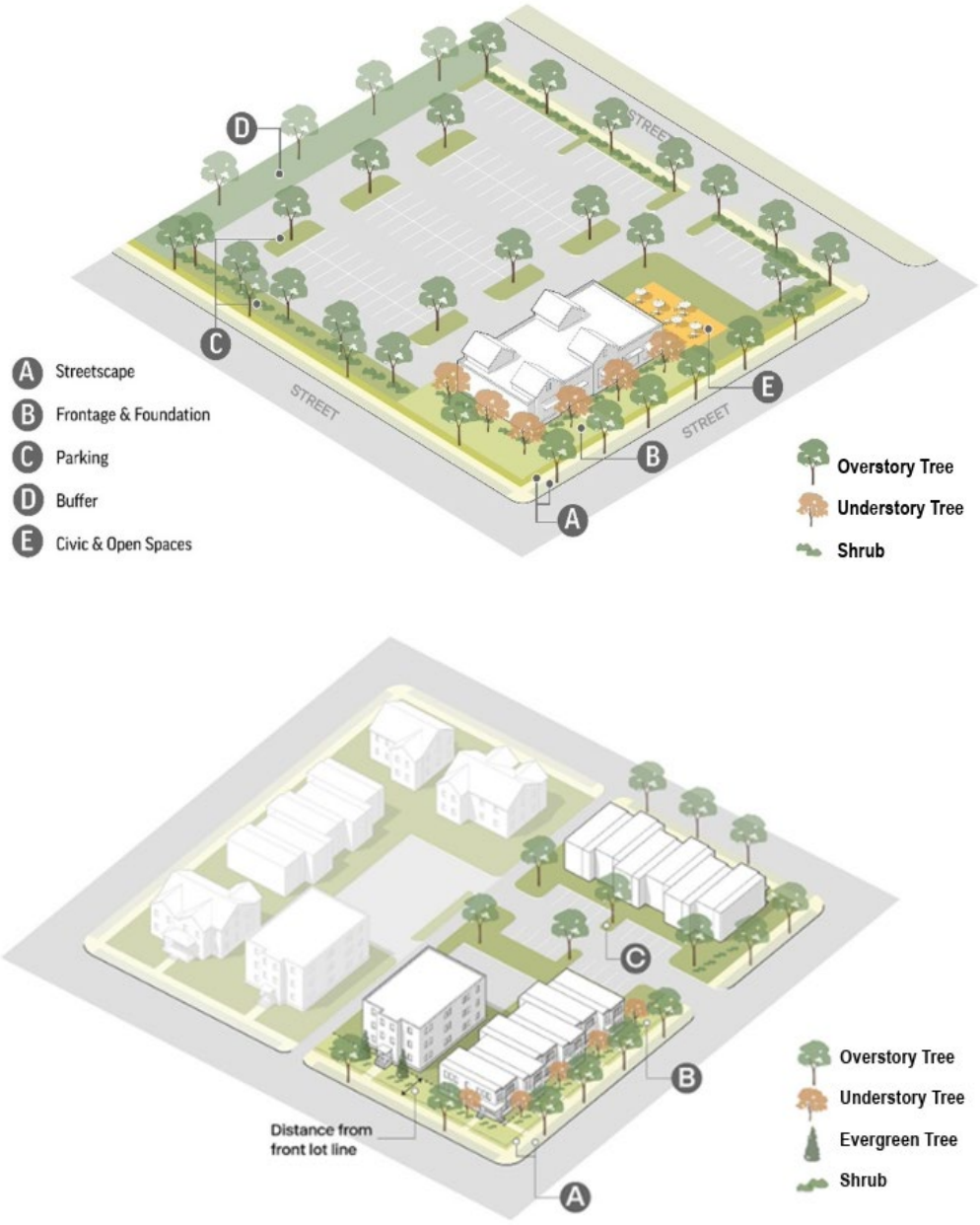


Figure 8-1 Landscape Design
The landscape requirements are allocated to different elements of the site and emphasize how different landscape standards and designs should be used to serve different functions on the site, including relating the streetscape, adding comfort and interest to active spaces, and or mitigating impacts on adjacent areas.

C. **Credits for Existing Vegetation.** Preservation of existing landscape material that is healthy and desirable species (as identified in Appendix A), or which equally or better meets the intent or design objective for landscape on a specific portion of the site, may count for landscape requirements provided measures are taken to ensure the survival through construction and all other location and design standards are met.

1. An inventory of all existing trees or significant woody vegetation including size, health, species, and any proposed for removal shall be provided by a Forester certified by the Society of American Foresters or an arborist certified by the International Society of Arboriculture.

2. Credits shall be based on:
   a. 1 for 1 basis provided it meets the minimum specifications for new plants
   b. 2 for 1 for any tree larger than 6" DBH
   c. 3 for 1 for any tree larger than 12" DBH

3. Trees or other existing landscape that contributes to the standard shall be identified on a landscape plan and the critical root zone shall be protected for the entirety of construction by a construction fence. Tree protection measures shall be based on applicable industry standards and best practices to ensure survival of the landscape.

4. Preservation of trees may provide a credit towards meeting the Water Quality Volume in accordance with the Flood Control and Water Quality Protection Manual.

5. Preservation of existing trees may also justify additional site or landscape design modifications subject to Sections 36-8.07, 36-7.06, and 36-2.03.C of this chapter.

D. **Design & Location.** The landscape required by Table 8-1 shall be arranged and designed to best achieve the design objectives of this section and intent of this article based on the context and adjacencies proposed on the site. Required plantings shall be planted in the following specific locations on the lot.

1. *Streetscape Trees.* Streetscape and frontage trees shall be located in line with other trees along the block to create a rhythm along the streetscape and promote enclosure of the tree canopy. Where streetscape tree standards are adjusted with frontage and foundation requirements pursuant to subsection D.7, trees may be located anywhere within the approved adjusted landscape area. In the absence of a clearly established line along the block, trees may be planted in the following locations in order of priority:
   a. Centered between the sidewalk and curb where at least an 8-foot-wide landscape area exists;
   b. In tree wells that are at least 4 feet in all directions and at least 24 square feet located within the sidewalk (applicable on wider attached sidewalks or pedestrian-oriented commercial or mixed-use streets);
   c. 5 to 10 feet from the back of curb where no sidewalk exists or from the sidewalk where the sidewalk is attached;
   d. Within the first 5 feet of the front lot line where any constraints on the lot or in the right-of-way would prevent other preferred locations; and
   e. Understory trees may be substituted for overstory street trees only in situations where no other alternative is available due to constraints of the site or right-of- way conditions. Understory trees should be used where trees are to be located within 10 feet of any overhead wires or in landscape areas between 4 and 6 feet wide.

2. *Frontage and Foundation Trees & Shrubs.* Foundation and frontage plantings shall be located in open spaces near the building or in planting beds associated with the design of any hardscape along the building frontage. Where landscape standards are adjusted pursuant to subsection D.7, required trees and shrubs may be distributed throughout the adjusted landscape area rather than meeting the specific distance requirements of this subsection.
   a. Understory and evergreen trees shall be located within 25 feet of the building.
   b. Shrubs and other plantings shall be located within 6 feet of the foundation.
   c. Where planting beds are used within hardscape around a foundation, they should

be at least 4 feet deep, at least 60 square feet, and concentrated along at least 50% of the building frontage.

d. Use larger and vertical landscape elements to frame entries, anchor the corners of buildings, or break up and soften large building elevations.

3. *Parking Lot Landscape.* Parking lot landscape requirements shall be planted in perimeter buffers and interior islands planned and designed according to Section 36-7.05.
   a. There shall be at least one overstory tree per 40 feet of parking lot perimeter, or one understory or evergreen tree per 25 feet of perimeter.
   b. Evergreen trees shall only be permitted on the non-street perimeter buffer of parking areas and not in parking islands or streetscape or front buffers.
   c. There shall be at least one tree per interior island. Interior islands over 360 square feet shall have one overstory tree or two understory trees per 360 square feet.
   d. Shrubs shall be located to define parking lot edges, screen parking from adjacent sites, or create barriers no taller than 3 feet along sidewalks, drive aisles, and internal access streets, ensuring clear visibility and maintaining sight line for pedestrians and vehicles.
   e. Any parking within 20 feet of the public right-of-way or internal access lane shall have a Type I buffer and any parking area within 10 feet of any other property line shall have a Type II buffer per Section 36-8.04.

4. *Stream Buffers.* Stream buffers and water quality stormwater control measures may be used for open space and/or bufferyards when they exist in the same location and are in conformity with open space and bufferyard standards, and Chapter 96 of the Springfield Code of Ordinances, stream buffer and water quality standards. In the event the minimum requirements of chapter 96 or the water quality standards for redevelopment sites in the Flood Control and Water Quality Protection Manual are otherwise infeasible on a proposed zoning site plan, the lot will be considered conforming if approved by the ARC using the following design requirements.
   a. For stream buffer standards only, the height of buildings may be increased above maximum height restrictions for the district provided it does not exceed any required bulk plane restriction or density requirement. Additional building square footage/floor area allowed for the extra building height must be directly proportional to the amount of land (square footage being used for the required stream buffer area, provided the height is not increased more than one story above the required height limit; or
   b. Off-street parking area may be reduced in direct proportion to the area that is being used for the stream buffer and/or water quality stormwater control measure for redevelopment, not to exceed a 20% reduction in required parking. For every 167 square feet area of stream buffer or water quality stormwater control measure, a reduction of one parking space will be allowed.

5. *Visibility at Intersections.* Screens, buffers, and landscape shall be located and designed to maintain proper lines of sight at all intersections of streets, alleys, driveways, and internal access streets as provided in Section 36-3.03.B.7.

6. *Specific Applicability.* Where landscape standards for different conditions or elements of a site overlap, or are adjusted pursuant to subsection D.7 effective site and landscape design may enable the space and plants to count toward more than one requirement, based on the greater plant requirement applicable to that area. For example, a buffer area required by Section 36-8.04 may also contribute to a parking area perimeter requirement, or a parking area perimeter may also contribute to a streetscape requirement, where the design can satisfy the greater of both requirements. Approval shall be subject to the PD Director determining that the design objectives of this section and intent of this article are achieved.

7. *Streetscape, Frontage, and Foundation Landscape Minor Adjustments.*
   a. Intent. The minor adjustment landscape area is intended to provide a level of shade, visual interest, buffering, and pedestrian comfort that is equivalent to that achieved on non-constrained sites, while allowing flexibility in plant placement and configuration.
   b. Applicability. Where required streetscape, frontage, and foundation landscape

standards cannot reasonably be accommodated as separate planting zones due to right-of-way constraints, utility conflicts, limited frontage depth, required sight distance, or redevelopment conditions, the required landscape may be adjusted into a single frontage landscape area.

c. Tree Quantity. When adjusted, the total number of required trees shall equal the greater of either the required streetscape or frontage tree requirement found in Table 8-1.

d. Tree Type Flexibility. Overstory and understory trees may be mixed to respond to overhead utilities and available soil volume.

e. Location. Trees shall be located between the public right-of-way and the primary building or parking area to maintain a landscaped edge along the street.

f. Minimum Landscape Depth. The adjusted landscape area shall have a minimum continuous depth of 6 feet, except where interrupted by approved access points.

g. Approval. Adjustment of landscape standards under this subsection shall be subject to approval by the PD Director, who shall determine that the design achieves the intent of this section.

E. **Stormwater.** Landscape features should be designed as multifunctional spaces that address both aesthetic and stormwater management goals while meeting applicable design standards for landscape and stormwater. Techniques such as bioretention areas, rain gardens, vegetated filter strips, and swales should be incorporated to slow, capture, and/or infiltrate runoff from impervious surfaces, including parking lots, streets, and civic spaces, enhancing environmental performance and site functionality.

36-8.04 Buffers & Screening

A. **Design Objectives.** Intense land uses or site elements shall be buffered and screened from streetscapes and adjacent property according to the following design objectives. These objectives shall be used in applying the buffer requirements in Table 8-2 and Table 8-3.

1. Mitigate impacts of parking lots or vehicle circulation near streets or property lines with landscape barriers and low-level headlight screening.

2. Buffer and screen commercial uses, parking lots, and service areas abutting residential property with a combination of dense vegetation or fences and walls.

3. Soften transitions where changes in development patterns, intensity of land uses, or building scale occur.

4. Screen service and utility areas of buildings and sites from adjacent property or streetscapes with architectural features, fences, or landscape that limits visibility or noise.

5. Create landscape clusters that soften long expanses of building walls, fences, surface parking, or other similar areas.

6. Use berms, vertical landscape, dense plantings, or other grade or spatial changes to alter views, subdue sound, and change the sense of proximity of incompatible elements.

7. Address three layers of landscape, including: overstory trees (high-level – 30'+); evergreen or understory trees (mid-level – 6' to 30'); and shrubs, annuals, perennials, and ground cover (low-level – under 6'), to directly mitigate the potential impacts and adjacencies.

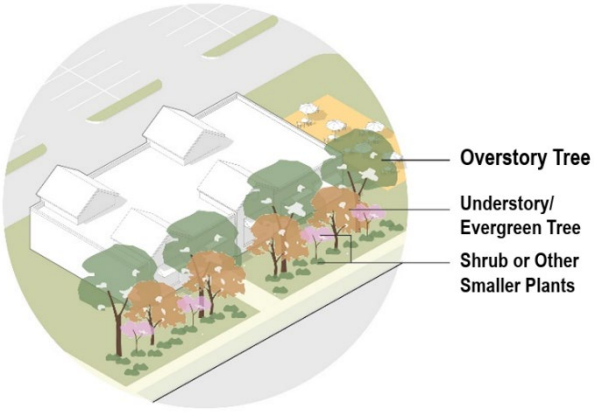


Figure 8-2 Buffer Layers
Effective buffer design should be based on the specific context, and the intent and degree of mitigation desired. Overstory trees provide separation and mitigation at upper levels, evergreen and understory trees provide separation and mitigation at mid-levels, and shrubs or other smaller plants provide separation and mitigation at ground levels. Different levels may receive different priorities based on the specific context, potential impacts, and adjacencies.

B. **Buffer Planting.** The planting requirements in Table 8-2 shall be used to buffer and screen more intense uses or elements of sites according to the design objectives of this section. The buffer width is independent of and may include any setback, parking perimeter buffer, or other open space requirement so that the larger requirement controls.

Table 8-2: Buffer Planting Requirements

Type and Applicability	*Buffer Planting Requirement*	
Type I – *A low-level screen and physical separation used for aesthetic purposes, particularly around site utility elements, walkways, or parking areas along pedestrian-oriented streetscapes.*	Width: 6' min. *Planting:* 1 overstory tree per 40' or 1 understory per 20'; and 1 shrub per 5' *Variation:* the shrub rate may be reduced by 50% in combination with the following: ▪ A 4' decorative wall or wooden fence in constrained areas or along the streetscape; or ▪ 3' berm in areas that are at least 10' wide. ▪ Parking areas abutting public sidewalks that are at least 10' wide in the CC district, the buffer width may be reduced to 2', provided a 4' decorative wall or wooden fence is used and the landscape is planted in tree wells within the parking area or right-of-way at required intervals.	 *Dense shrubs* *Decorative fence or wall* *Berm*
Type II *– A moderately planted area used to separate and soften transitions between more intense portions of sites between generally compatible land uses, or where buffers are necessary along collector or arterial streets.*	*Width:* 10' min. *Planting:* 1 overstory tree per 40'; 1 understory or evergreen tree per 25'; and 1 shrub per 10'; and Variation: The shrub and understory/evergreen tree rate may be reduced by 50% and the width reduced to 5' with the following: ▪ 6' high wooden fence with at least 50% opacity	 *Shrubs and evergreens* *6' fence or wall*
Type III *– A densely planted area intended to mitigate noise and create a visual screen for potentially incompatible land use adjacencies, or for large scale or intense uses along collector or arterial streets.*	*Width:* 20' min. *Planting:* 1 overstory tree per 40'; 1 understory or evergreen tree per 25'; 1 shrub per 10'; and *Variation*: the shrub and evergreen tree rate may be reduced by 50% in combination with the following: ▪ A 6' solid wall or wooden fence; or ▪ A 3' high berm and 4' high wooden fence with 50% opacity.	 *Separation and planting* *6' fence or wall* *Berm*

Table 8-2: Buffer Planting Requirements

Type and Applicability	*Buffer Planting Requirement*
Type IV - *A densely planted area intended to separate incompatible situations or high-intensity uses.*	*Width*: 40' min. *Planting:* 1 overstory tree per 40'; and 1 understory tree per 25'; and 1 evergreen tree per 15' *Variation:* The evergreen and understory tree requirement may be reduced by 50% where a combination of berms, fences, and/or shrubs accommodate the understory screening. The width may be decreased to 20' with a 25% increase in the plant rates.

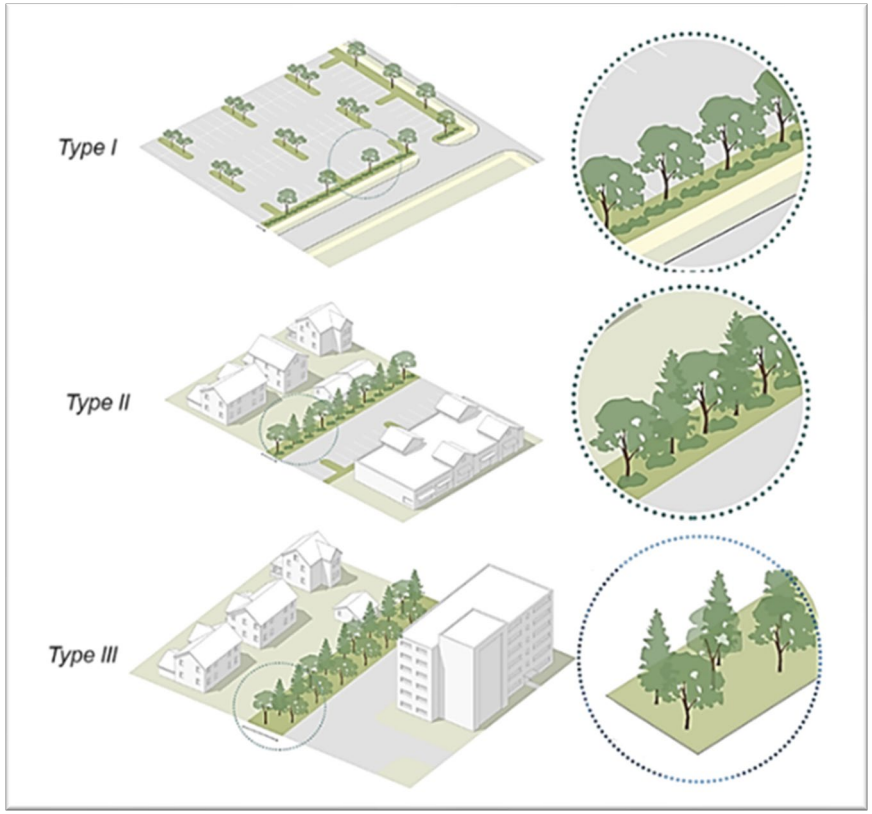


Figure 8-3 Buffer Types & Context
Application of the specific buffer type should be based on context and the adjacent site or projects.

C. **Buffer Locations.** Buffer types shall be required and applied as indicated in Table 8-3.

Table 8-3: Buffer Application

Intensity of Adjacent Site		Intensity of Proposed Development				
		Very Low	Low	Medium	High	Very High
Very Low		--	Type II–	Type II	Type III	Type IV
Low		--	--	Type II	Type III	Type IV
Medium		--	Type I	--	Type II	Type III
High		--	Type I	Type II	--	Type II
Very High		--	Type I	Type III	Type II	--
Use Intensity	Very Low	▪ *Residential:* Detached house and duplexes in R-SF, R-MX1, R-MHC zoned districts				
	Low	▪ *Residential:* multi-unit house; and small-lot apartment types or R-MX2 zoned districts				
	Medium	▪ *Residential*: medium- and large-lot apartment; and apartment complexes or R-MX3 zoned districts ▪ *Nonresidential:* churches, schools, or similar institutional uses; neighborhood retail (under 5,000 s.f.); office uses (under 10,000 s.f.); artisan or small manufacturing (under 10,000 s.f.); or similar uses that do not operate between 10PM and 7AM				
	High	▪ *Nonresidential*: commercial uses that may be larger scale (over 5,000 s.f.); light manufacturing; or other higher intensity uses that operate beyond 10PM				
	Very High	▪ *Nonresidential:* heavy commercial uses (over 100,000 s.f.); or uses with significant outside activity or storage; or heavy industrial and manufacturing uses				
Other Applications		▪ Parking areas within 20 feet of any public right-of-way or internal access lane shall have a Type I buffer ▪ Any parking area with 10 feet of any other property line shall have a Type II buffer per Section 36-8.04 ▪ Any lots that back up to or are adjacent to a collector or arterial street require a Type III buffer, which may be incorporated into the right-of-way landscape. ▪ Any lots adjacent to a highway or expressway shall require a Type IV buffer for residential and Type III buffer for nonresidential				

When the adjacent property is vacant, the range of uses permitted within the zoning district of the vacant lot shall be used to determine the appropriate intensity for the buffer type.

D. **General Screening.** All of the following shall be screened from streets or adjacent property by placement of buildings, dense evergreen hedge, a landscape berm at least 3' high, a decorative opaque fence or wall complementing the architectural details and materials of the building, or a combination of these screening strategies. Where the design and placement of buildings, frontages, plantings, buffers, and other site requirements do not adequately screen these elements, the PD Director may require additional planting.

1. Electrical and mechanical equipment such as transformers, air conditioners, or communication equipment and antennas whether ground-, wall- or roof-mounted.

2. Permanent or temporary outdoor storage areas.

3. Trash enclosures, and similar collection facilities for recycling or household goods.

4. Utility-minor as defined, or any ground-mounted utility equipment that exceeds 36 inches in

height, width, or depth. Screening of utility infrastructure will be subject to clearance requirements.

5. Delivery and vehicle service bays, except that bays do not need to be screened from adjacent property with the same or more intense zoning.

6. Any continuous blank wall greater than 50 feet in length or 500 square feet in area that is visible from public streets, public spaces, common areas, or other sensitive boundaries such as residential zones, parks, or civic spaces. These walls shall incorporate a buffer to mitigate the visual impact and ensure compatibility with surrounding environments.

7. Nonresidential parking or residential parking lots with over 10 spaces adjacent to residential lots.

E. **Fences & Walls.** Fences and walls for individual property shall be located according to Table 8- 4.

Table 8-4: Fence & Wall Standards

	Residential Uses	*Nonresidential Uses [1]*
Front	Fences at least 50% open, up to 4' high	Fences at least 50% open, up to 4' high
Side & Rear	Up to 7' if behind the front building line and complies with sight distances per 36-3.03	Up to 8' if behind the front building line and complies with sight distances per 36-3.03
Setbacks	All fences shall be at least 18 inches from any public sidewalk, except front fences meeting the front fence design standards may be built on the property line even if abutting a sidewalk.	
Generally	▪ Decorative ornamental enhancements such as a trellis or an arch associated with an entry or gateway may be up to 8' high. ▪ All fences or walls located in required yards and setbacks shall be designed so the most finished side faces out to the street or adjacent property. ▪ Fences or walls meeting required building setbacks can exceed the fence height limits, but may be limited by development standards, building codes, or other public health and safety standards.	

[1] Including Mix of Uses

1. *Materials.* All fences and walls shall be made of the following:
   a. Masonry, including brick, stone, integrally colored concrete, textured concrete, smooth or textured concrete masonry unit (CMU), stucco, or other similar material;
   b. Decorative metal, such as cast or wrought iron or other decorative metal;
   c. Chain link – steel; Aluminum or vinyl clad except that these type of fence materials are prohibited in any front yard in residential or commercial districts;
   d. Wood materials designed specifically for fencing purposes. Wood fence material shall meet EPA residential use standards;
   e. Vinyl, plastic, or composite fence products designed specifically for fencing purposes; or
   f. Steel or aluminum woven wire designed for fencing. Barbed or other sharp wire shall only be permitted to the side or rear of commercial and industrial fences and only if all portions of barbed wire are above 6 feet high.

2. *Sports & Recreation Fences*. Fences for sports and recreation facilities, or for any other similar public facility, may be up to 10 feet generally; or up to 14 feet for tennis, pickleball, or similar sport courts if at least 50% open above 7 feet high; and taller to serve the functional need for backstops or golf course protection.

3. *Sight Distances.* All fences, walls or screening shall be located out of the sight distances in Section 36-3.03.B.7, or otherwise limited to no more than 3 feet high in these areas.

4. *Drainage Easements.* No fence shall be constructed which could impede the flow of drainage

waters. All fences must be installed in a manner that will not constrict the water flow planned for proper drainage of the lots in a subdivision.

36-8.05 Plant Specifications

A. **Design Objectives.** The plant specifications have the following design objectives:

1. Ensure the longevity and survival of landscape investments with proper species, location, installation, and maintenance of plants.

2. Promote regionally appropriate strategies, including limiting risk of disease or infestation through diversity of urban forest on an area- or city-wide basis, and to improve stormwater management and adaptation to local environmental conditions.

3. Establish minimum standards that balance immediate conditions with reasonable long- term growth and performance of landscape.

4. Utilize drought tolerant plants and landscape designs that conserve water and provide lower maintenance through different seasonal conditions.

5. Integrate native plants wherever practical to support local wildlife, enhance biodiversity, and contribute to the ecological integrity of the region.

B. **Species.** All trees and shrubs shall be selected and planted according to plant lists and industry guides administered by and available from the Department of Planning and Development and listed in Appendix A. In addition to any species on these lists, alternatives may be proposed and approved as part of the zoning site plan, provided they:

1. Are documented by a landscape architect or other credible information comparable in type and performance to any species on this list;

2. Are adaptable to the climate, region, and the specific conditions in which they are proposed;

3. Are not invasive or otherwise problematic to the overall health of the landscape; and

4. Are not listed in Appendix A as “Do Not Plant”.

C. **Plant Specifications.** All landscape materials shall meet the American Standards for Nursery Stock standards, and be selected for its native characteristics or survival in the climate and region. Plants shall meet the following specifications at planting:

Table 8-5: Plant Specifications

Type	*Specification*
Overstory Tree	1.5” caliper; Mature height of at least 30’; Deciduous tree
Understory Tree	1.0” caliper; 8’ minimum planting height for multi-stemmed; Mature height of 15’ – 30’; Deciduous tree
Evergreen Tree	6’ minimum planting height; Mature height of at least 10’. Evergreens with mature heights of 30’ or more may be classified as overstory, evergreen, or conifer trees.
Shrub	5-gallon minimum container or 18” minimum planting height; 36” minimum mature height
Ornamental Grass	1-gallon minimum container or over 24” at mature height
Ground Cover	Areas designed for vegetative cover shall have 50% ground cover at the time of planting and full coverage within two growing seasons.
General	At least 30% of plantings in any landscape project shall consist of plant species native to Missouri.

D. **Tree Diversity.** The required trees planted shall promote diversity with the following species selection criteria.

Table 8-6: Tree Diversity

Required Trees	*Diversity*
1 - 4	▪ No specific requirement, but trees should be diversified from existing trees in the vicinity.
5 - 10	▪ At least 2 genus ▪ No more than 50% of any one species
11 - 20	▪ At least 3 genus; and ▪ At least 4 species ▪ No more than 40% of any one species
21 or more	▪ At least 3 genus; and ▪ At least 5 species ▪ No more than 33% of any one species

*Street trees may be uniform species to implement a streetscape design or existing pattern on a block, and diversity should be achieved through variation of site trees or by street tree diversity on broader block scale through streetscape master plans.

E. **Planting & Maintenance.** All landscape plans shall include installation specifications, method of maintenance including a watering system and statement of maintenance methods. At a minimum landscape plans shall demonstrate the following:

1. No plants shall be planted over any area that has been compacted. All planting areas shall be excavated and filled with amended soils to a depth of at least 24 inches, or additional sufficient depth to reach existing soils and remove any impervious material, compacted soils, stones 1 inch or larger, or any other material harmful to plat growth.

2. All plant materials and planting areas shall be prepared and planted according to American National Standards Institute: Tree Care Standards and ensure proper soil quality and conditions.

3. All plantings shall be properly maintained. Plant materials which fail to grow within a two-year period or which exhibits evidence of insect pests, disease, and/or damage shall be appropriately treated, and any plant in danger of dying may be ordered by the PD Director to be removed and replaced.

4. The PD Director may defer planting for up to 9 months to account for seasonal conditions that make planting impractical and grant any conditional or temporary permits necessary to ensure planting occurs. An escrow in the amount of the total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. The PD Director may approve substitutions of equal or better- performing species where a specific plant on an approved plan is not available in the region due to circumstances beyond the applicants control.

5. All elements of an approved landscape plan including plant materials shall be considered elements of the project in the same manner as parking, buildings or other details. Deficiencies of any approved landscape plan at any point may be enforced as a violation of the provisions of this ordinance.

6. All required landscape plantings shall be installed during the appropriate planting seasons to ensure survival and proper establishment. Acceptable planting seasons include:

    - Spring (March 1 through May 10); and

- Fall (September 15 through November 10)

Planting outside these periods shall be allowed only when an arborist notifies the Planning and Development Department and follows required care and best practices to support plant growth.

7. All trees, shrubs, and other required planting shall retain the original nursery-provided identification tags until initial landscape inspection is completed. Tags must remain visible and legible at the time of inspection.

8. All required plantings shall have a warranty for a minimum of 6 months following the date of initial inspection. A mandatory reinspection shall occur within this warranty period to confirm species, survival, and establishment.

36-8.06 Tree Preservation and Protection

A. **Design Objectives.** The tree protection standards in this section have the following design objectives:

1. To preserve the city's character by preventing indiscriminate removal or destruction of trees.

2. To improve property values through implementation and management of street trees, and through maintaining an acceptable tree canopy over all property.

3. To increase the environmental performance of streetscapes and site design, recognizing the air quality, stormwater filtering and infiltration, habitat maintenance, and energy reduction benefits provided by mature trees.

4. To enhance compatibility of different projects with established buffers that mitigate impacts of development or other natural ambient conditions.

5. To retain high priority trees and limit unnecessary tree removal on redeveloped or undeveloped sites.

6. To establish tree protection measures during development and reward tree protection efforts with flexible development standards.

7. To preserve exceptional trees that are unique, native, possess exceptional aesthetic value, or are otherwise considered a valuable community resource.

B. **Applicability**. The provisions of this section shall specifically apply to:

1. All public right-of-way or other municipal property, including parks, open spaces and municipal grounds.

2. All development that requires a landscape plan according to Section 36-8.02.

3. The following additional development activities:
   a. Any disturbance of more than 5,000 square feet of land;
   b. Any new residential structure that is built on a vacant lot and not zoned R-SF;
   c. Any clearing of existing trees with a Diameter at Breast Height of 4 inches or greater, by any means where the clearing activity will cover an area of land of 5,000 square feet or greater; or
   d. Any activity requiring a land disturbance permit.

C. **Protected Trees.**

1. Trees are protected based on their size and location, as specified in Table 8-7 and Figure 8-4.

2. Protected trees require mitigation if removed.

3. Priority trees require special circumstances and approval to remove the tree and require

additional mitigation if authorized to be removed.

4. Tree preservation shall be prioritized in site layout and design prior to consideration of tree removal or replacement

5. Removal of tree solely for the purpose of reducing mitigation or replacement obligations is prohibited.

Table 8-7: Protected Trees

Location	*Protected Tree*	*Mitigation If Removed*	*Priority Trees [1]*	*Mitigation If Removed*
Area 1: Street Trees	--	--	> 6" DBH	▪ 1 tree for every 6" DBH removed ▪ Maximum 4 to 1 replacement
Area 2: Frontage Trees	4" – 6" DBH	1 to 1 replacement	> 6" DBH	▪ 1 tree for every 6" DBH removed ▪ Maximum 3 to 1 replacement
Area 3: Lot Trees	6" – 20" DBH	1 to 1 replacement	> 20" DBH	▪ 1 tree for every 12" DBH removed ▪ Maximum 3 to 1 replacement
Area 4: Buildable Area Trees	6" – 30" DBH	1 to 1 replacement	> 30" DBH	▪ 1 tree for every 12" DBH removed ▪ Maximum 2 to 1 replacement
Any Area	--	--	Any Missouri State Champion Tree	▪ 1 tree for every 6" DBH removed ▪ Maximum 4 to 1 replacement

[1] Priority trees may only be removed as provided in Section 36-8.06.D.
DBH – Diameter at Breast Height

Area 1. "Street trees" includes any tree that is 6" DBH or more, and in the public right-of-way.

Area 2. "Frontage trees" includes any tree that is 4" DBH or more, on private property and within 20 feet of the front lot line.

Area 3. "Lot trees" includes any tree that is 6" DBH or more, on private property, but outside of the frontage or buildable area.

Area 4. "Buildable area trees" includes any tree that is 6" DBH or more, and in the buildable area determined by the zoning setbacks applicable to the principal building.

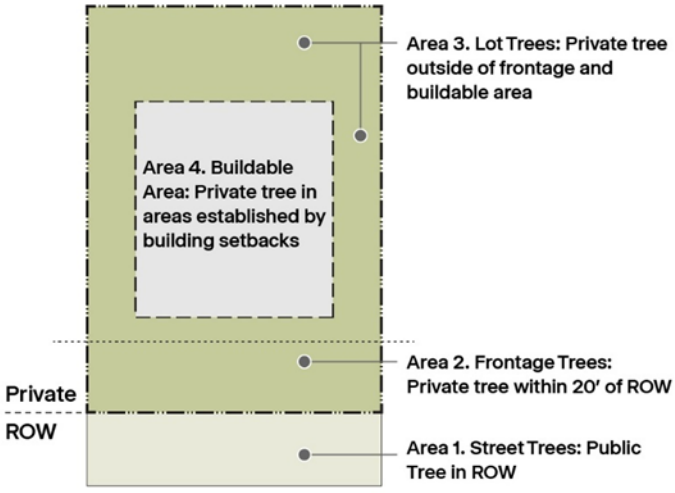


Figure 8-4 Tree Protection Areas *Tree protection provisions and required mitigation is based on the area of the lot and the size of trees in particular areas.*

D. **Exceptions – Authorizations for Removal.** The PD Director may consider an exception to remove a tree prohibited from removal under Section 36-8.06.C only upon a written request indicating the specific tree and documentation establishing justification for removal. The PD Director may grant the exception for

the following reasons:

1. The tree is dead by natural or environmental causes;

2. The tree is diseased or dying, and constitutes a threat to healthy trees, property, or public safety; or

3. Removal of the tree is necessary for construction, development or redevelopment under the following criteria:
   a. All reasonable efforts have been made to avoid removing the tree through comparable alternative designs;
   b. The presence of the tree places an undue financial burden on the property owner or applicant; and
   c. No other reasonable accommodations, including adjustments to the otherwise allowable building footprint can be made to preserve the tree.

4. Emergency situations such as storm damage, emergency access or other safety measures make it necessary to remove or alter the tree. In such cases, no permit or authorization is needed at the time of the occurrence, but a permit and any necessary mitigation shall be processed after the emergency situation is addressed.

5. The tree is an invasive or undesirable species or is identified on the Do Not Plant list found in Appendix A and the User's Manual. These trees are not protected and should be removed from all sites, whether through development or property maintenance. No mitigation or specific authorization is required for their removal.

E. **Tree Inventory and Canopy Assessment.**

1. *Tree Identification Required.* Prior to site disturbance, applicants shall identify existing tree resources using one of the following methods, as approved by the PD Director:

   a. *Tree Inventory.* For sites with limited tree cover, a visual inventory identifying the approximate number, size, and location of protected trees may be submitted.

   b. *Canopy Coverage Assessment.* For heavily treed or wooded sites, a canopy coverage assessment may be used in lieu of a tree-by-tree inventory for purposes of calculating mitigation and replacement requirements.

   c. *Aerial Imagery Standards.*
      (1) Canopy coverage shall be calculated using aerial imagery dated no earlier than 5 years prior to the date of application.
      (2) Imagery shall pre-date submission of the current development application.
      (3) The PD Director may establish administrative guidance identifying acceptable imagery sources and methodologies.

F. **Tree Mitigation and Replacement Calculation.**

1. *Canopy Equivalency Standard.* For purposes of calculating required replacement, one (1) replacement tree shall be equivalent to 400 square feet of tree canopy.

2. *Replacement Formula.* Required replacement trees shall be calculated by dividing the total canopy area removed by 400 square feet.

3. *Rounding.* Fractions shall be rounded up to the nearest whole tree.

4. *Relationship to Table 8-7.* Table 8-7 shall continue to apply to individual protected and priority trees. For projects involving substantial tree removal or wooded sites, the PD Director may require use of the canopy-based method to ensure proportional and predictable mitigation.

5. *Maximum Replacement Requirement.*
   a. The total number of required replacement trees shall not exceed 20 trees per acre of

site area.

b. Where calculated replacement requirements exceed this maximum, the required number shall be reduced to the capped amount.

c. The cap shall apply regardless of whether replacement trees are planted on-site or satisfied through alternative compliance.

6. *Tree Replacement Methods.* On-site replacement. Required replacement trees shall be planted on-site where sufficient area exists to support healthy tree growth.

7. *Alternative or Phased Planting.* The PD Director may approve alternative or phased planting approaches where site constraints limit full on-site replacement. Compliance with the intent of this section shall be verified through the zoning site plan procedure.

8. *Fee-in-Lieu of Tree Replacement (Reserved).*

G. **Protection Measures.** All trees that are prohibited from removal and any other tree that will remain on site according to the Tree Protection and Removal Plan shall be protected by the following measures.

1. *Tree Protection and Removal Plan*. A tree protection and removal plan shall be provided for all applicable projects where:

a. The property has a tree protected by Section 36-8.06.C;

b. As part of a landscape plan associated with development, where existing trees will be retained and protected to meet landscape requirements; and

c. Any trees are proposed to be removed as part of a building permit or associated with grading or demolition.

The tree protection and removal plan shall show all existing trees sizes and species, identify trees proposed for removal and trees to be retained, and include locations of protection fences and other protection measures required by this section.

2. *Fences.* Protective/temporary fences shall be required for all trees noted to remain on the tree protection and removal plan, or are otherwise not authorized for removal. This is to prevent infringement on the root system from any construction-related activities and shall be installed according to Table 8-8.

Table 8-8: Protective Fencing

Tree Size	*Fenced Area (lessor of)*	
> 30" DBH	20' from center of tree	Fencing protecting 100% of the drip line on all sides of the tree
20" – 30" DBH	15' from center of tree	
< 20" DBH	10' from center of tree	
	All required protective / temporary fencing shall be at least 4' high	

a. Fences shall be a snow fence, chain-link fence, orange vinyl construction fence, or other similar fencing.

b. Fenced areas shall exclude any preexisting structures, foundations, slabs, roadways, sidewalks, and driveways. The fence shall be installed along the edge of the driveways/roadways encompassing the tree to restrict access from the street side.

c. All fences shall appear on construction documents and be installed prior to any other construction-related activity.

d. The fence shall remain in place at all times until all other construction-related activity has been completed or final grade achieved.

e. As part of a permit or review of a tree protection and removal plan, the City may

determine that areas of the site removed from construction activity and where damage to roots is not likely may not need protective fences.

3. *Prohibited Activities.* Except for work that is necessary related to utility lines or activity that merely disrupts the surface of the ground, the following activities are prohibited in relation to the protected fences around root zones of all trees.
   a. No materials for construction or waste accumulated due to excavation, demolition, or construction shall be placed under the canopy.
   b. No equipment shall be cleaned or other materials or liquids deposited or allowed to flow over land within the limits of the canopy, including paint, old solvents, asphalt, concrete, mortar, or similar materials.
   c. No signs, wires or other attachments other than those of lightning protection or structural support shall be attached to any tree.
   d. No vehicular and/or construction equipment traffic or parking shall take place within the limits of the protective fencing.
   e. No grade changes (cut or fill) shall be allowed within the limits of the drip line.
   f. New paving with asphalt, concrete, or other impervious materials shall be avoided within the limits of the drip line or otherwise protected root zone, and no new work shall be permitted in a manner which may be expected to severely damage or kill a tree.
   g. No other act by which soil is removed and land changed that may result in the movement of sediments, and may include tilling, clearing, excavation, or removal of vegetation that may cause unmanaged stormwater runoff and drainage in the direct path of the drip line.

H. **Violation and Enforcement**. Removal, damage or impairment of any protected tree, except as provided in this section, is a violation of this ordinance, enforceable as provided in Section 36-1.07 and each tree shall be considered a separate incident. Any fines and penalties shall be in addition to the mitigation measures required in sub-section C for removal of protected trees.

36-8.07 Outdoor Lighting

A. **Design Objectives.** Outdoor lighting of sites and buildings shall meet the following design objectives:

1. Provide safety and security in publicly accessible areas.

2. Create comfort and atmosphere with softer and warmer lighting in gathering spaces, social places, and pedestrian-oriented areas and streetscapes.

3. Limit backlight, uplight, glare, or other impacts that outdoor lighting could have on adjacent sites.

4. Accent the architectural features of buildings, gateways, or other portions of sites visible from the streetscape or other public spaces.

5. Design the appropriate scale, location, and type of light fixtures considering pedestrian- oriented or vehicle-oriented portions of sites, and the context and character of distinct areas.

6. Reduce light pollution and comply with the “dark sky” principles for responsible outdoor lighting, including useful, targeted, controlled, low-level, and color-appropriate lighting.

7. Develop energy efficient lighting strategies in balance with other site lighting objectives.

B. **Mounting Height.** All exterior lighting shall be limited to the mounting heights specified in the following table:

Table 8-9: Maximum Light Mounting Height	
Driveways and Parking Areas	▪ 20' in residential districts; ▪ 20' within 100' of a residential use or residentially zoned property or within 25' of any street; ▪ 35' in all other districts or situations ▪ The maximum permitted average illumination at any point along the perimeter of the property is 5 footcandles.
Pedestrian Walkways, Plazas or Courtyards, and Pedestrian-oriented Streetscapes	16'
Facade Lights	Below the eave or cornice line, provided the light is directed downward or otherwise designed and located to limit up-lighting beyond the facade
Other Site Lighting	▪ 12' nonresidential; and ▪ 7' residential
Building Mounted Security Lights	May be mounted at heights required to provide adequate security provided all efforts be made to mitigate off-site impacts including dimmers, timers, sensors, shields or other technology
General	Light poles shall be setback from adjacent property at least 1/3 of the height.

C. **Shielding.** All exterior fixtures shall be shielded and installed so that the direct illumination shall be confined to the property boundaries of the source and use shields according to Table 8-10.

Table 8-10: Required Shielding			
Wattage or Mounting Height	***Shield Type***		
	Full Cutoff [a]	***Cutoff*** [b]	***Semi-cutoff*** [c]
Lights mounted above 25'; or Lights above 5,000 lumens	Required	Prohibited	Prohibited
Lights between 2,400 and 5,000 lumens and mounted below 25'.	Permitted	Required	Prohibited
Lights below 2,400 lumens and mounted between 12' and 25'	All shielding types permitted		
Lights below 2,400 lumens and mounted less than 12'	No shielding required		
Decorative lighting below 200 lumens at any height	No shielding required		

a Full cutoff fixtures emit 0% of its light above 90 degrees and 10% above 80% from horizontal.

b Cutoff fixtures emit no more than 2.5% of its light above 90 degrees and 10% of its light above 80% from horizontal.

c Semi-cutoff fixtures emit no more than 5% of its light above 90% and 20% of its light above 80 degrees.

D. **Design & Performance Standards.** In addition to the height and location standards, exterior site lighting shall meet the following performance standards:

1. Light locations, illumination levels, and fixtures shall be designed to minimize backlighting, uplighting, and glare.

2. Light levels at the perimeter of property shall not exceed:
   a. 0.3 footcandle in or abutting residential zoning districts for lights less than 15 feet high;
   b. 0.5 footcandle in or abutting residential zoning districts for all other lights; and
   c. 1.0 footcandle along any other property boundary.

3. All outdoor lighting shall have a correlated color temperature (CCT) of no more than 3,000K to minimize blue light emission glare.

4. The style of light standards and fixtures shall be consistent with the style and character of architecture proposed on the site and building.

5. Lighting shall be designed to meet the functional and security needs of the site, without adversely affecting adjacent properties. Performance and operational characteristics such as dimming interfaces or timers that reduce lights to minimal security levels for off hours should be used.

6. No lighting shall be permitted in required buffer in Section 36-8.04, except if the buffer yard includes a publicly accessible sidewalk or trail.

7. Lighting plans shall demonstrate compliance with industry standards and guidelines for environmental and energy performance, including the fixture types, light source, and energy source.

8. A photometric plan prepared by a qualified professional may be required by the PD Director for large-scale uses or where certain compatibility and adjacency issues exist because of anticipated lighting.

E. **Exemptions.** The following are exempt from the specific lighting specifications and standards, but still may be subject to general landscape and sight design standards or other conditions and industry standards to mitigate impacts as much as practical:

1. Outdoor recreational uses;

2. Emergency warning or automated security lighting that is only activated during specific events; and

3. Temporary holiday lights.

36-8.08 Modifications

A. **Alternative Landscapes.** The PD Director or the Planning and Zoning Commission may consider alternative landscape and site design plans through the zoning site plan modification process in Article 2. In addition to the general zoning site plan criteria in Section 36-2.03, any proposed alternative landscape and site design shall result in one or more of the following additional benefits:

1. Better allocation of plants in relation to the following areas in order of priority of design objectives:
   a. Mitigating any off-site impacts on adjacent property due to higher intensity activities
   b. Relationship to streetscapes and abutting civic or open spaces.
   c. Enhancements to active or social spaces within the site.

2. Preserve existing, established, healthy and desirable landscape and improve the environmental performance of the site.

3. Improve the longevity, survival, health, or general species mix of plant materials specific to the context and vicinity of the site.

4. Lighting results in better compliance with industry standards and guidelines of the Illuminating Engineering Society and Dark Sky International (IES / IDA).

Article 9. Signs

36-9.01 Intent
36-9.02 Applicability
36-9.03 Exempt Signs
36-9.04 Permitted Sign Allowance
36-9.05 Standards for General Sign Types
36-9.06 Standards for Specific Sign Types
36-9.07 General Standards - All Signs
36-9.08 Design Guidelines
36-9.09 Alternative Sign Plans

36-9.01 Intent

The intent of this article is to:

A. Create an attractive aesthetic environment in the city.

B. Enhance the quality and civic design of the community through the visual priority of buildings, streetscapes, open spaces, scenic views, landscapes, and other investments in the public realm and civic assets of the city.

C. Improve economic viability by assuring that the city is a visually pleasant place to visit, conduct business, and live.

D. Provide effective identification and communication for businesses, institutions, and other community destinations without excessive competition for visual attention.

E. Ensure that signs and graphics maintain the unique character of distinct places and districts.

F. Encourage creativity or flexibility in sign design that improves quality, uniqueness, or aesthetic characteristics of the area, as opposed to simply calling greater attention to one particular use or site.

G. Protect property values and investments by minimizing adverse effects from signs on adjacent property and public spaces.

H. Promote safety for pedestrians, bicyclists, motorists, or other users of the public rights-of-way with proper design, location, construction, operation, and maintenance of signs.

I. Ensure that the constitutionally guaranteed right of free speech is protected through appropriate and reasonable standards for signs as a way of public communication.

36-9.02 Applicability

A. **Permits Required.** A permit is required for all new signs or changes to existing signs, except:

1. Signs exempt from the permit under Section 36-9.03, subject to the limits and qualifications of each exemption.

2. Modifications of nonconforming signs subject to the provisions of Section 36-1.06.

3. Ordinary maintenance or repair of existing signs not involving structural changes.

4. The change of copy or content, change of sign panels, or similar changes to an existing sign that conforms to these standards.

5. Signs, including exempt signs, may require other permits demonstrating compliance with other codes such as building codes or electrical codes, as determined by the BDS Director.

B. **Applications.** Application for sign permits shall be signed by the property owner or the owner's authorized agent, and include plans, specifications, and details that identify compliance with the applicable standards. Plans shall include:

1. Calculations of sign allowances for specific sign types based on the lot or building dimensions.

2. A zoning site plan and building elevations showing specific locations of all permitted signs.

3. Sign designs with the dimension, type, materials, and other specifications for each sign and a schedule showing the totals for all signs within each sign type compared to allowances.

4. Other construction specifications including associated foundations, attachment methods, or electrical work necessary to demonstrate compliance with other applicable codes.

C. **Sign Measurements.** Sign dimensions shall be interpreted as follows:

1. *Area Calculation*. The total sign allowance and individual size of any sign shall be calculated as follows:
   a. The area of the sign shall be computed by the area of the face of the smallest geometric shape enclosing the sign face. Bases or supporting structures that include no message, and decorative frames may be excluded from the sign area calculation.
   b. Building signs mounted within a frame, panel, or distinct background shall include the entire frame, panel, or background areas.
   c. Building sign mounted directly on the wall, window, or otherwise not on a background or panel shall be measured by the smallest single and continuous perimeter of up to two standard geometric shapes that enclose the outer limits of the copy and graphics display. Gaps between the copy or graphic display which are greater than two times the height of the sign area may be subtracted from the calculation of the sign area, but it shall be interpreted as two signs.
   d. Signs mounted on or displayed as an irregular shape shall be measured by the smallest area of up to two standard geometrical shapes that can encompass the entire sign mounting.
   e. Signs mounted on illuminated objects and surfaces shall count the entire illuminated surface as the sign area. Examples include lit canopies or awnings, or digital or illuminated projections on a wall surface.

2. *Double-faced Signs.* Where the interior angle between two sign faces of a double-faced sign is no more than 45 degrees and the sign faces are no more than 5 feet apart at any location, only one face will be measured in computing sign area. If the two faces of a double-faced sign are of unequal area, the area of the sign will be the area of the larger face. In all other cases, the areas of all faces of a multi-faced sign shall be 50% of the sum of all sign faces.

3. *Three-dimensional Objects*. A three-dimensional object or other non-planer sign area is measured as 50% of the sum of four vertical and rectangular planes that enclose the entire object.

4. *Height.* Sign height is measured from the existing lowest grade directly below the sign to the highest point on the sign or sign structure. Decorative elements up to 1 foot above the sign may be excluded from the height. The average grade below the sign may be used; however, if the grade differs by more than 15 feet height shall be measured from 10 feet above the low point. Exit and entrance ramps from a freeway or expressway are part of a freeway or expressway. For purposes of determining the sign height the

elevation of the right-of-way line nearest the sign shall be used.

5. *Clearance.* Sign clearance is measured from the highest point of the ground directly below the sign to the lowest point on the sign structure enclosing the sign face.

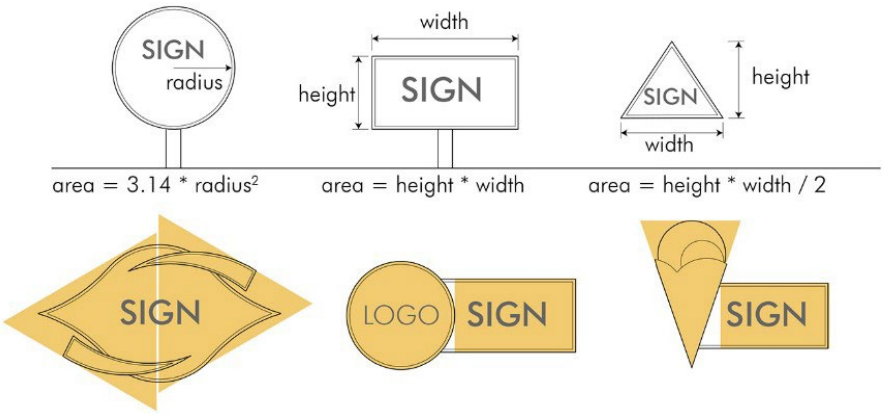


Figure 9-1 Sign Measurements *The size of a sign is generally measured by the area it is mounted upon, or when mounted directly on walls or irregular shapes, the area of up to two standard geometric shapes that encompass the sign or the outer limits of the sign. [36-9.02.C.1.]*

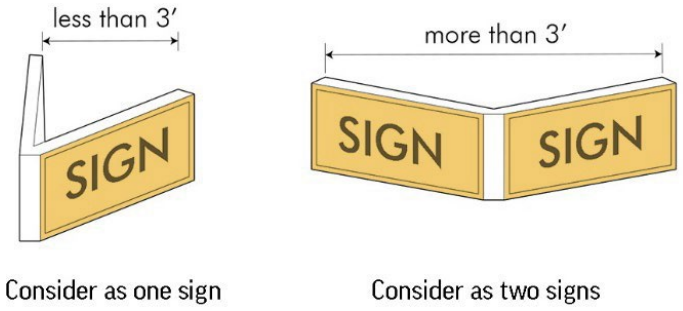


Figure 9-2 Double Faced Signs *Double faced signs generally count the area of only one side as the sign area; except where they are more than 3 feet apart at any one point, then each sign face counts to the area. [36-9.02.C.2.]*

36-9.03 Exempt Signs

The following signs are exempt from a permit provided they meet all other applicable requirements of this article. Unless specifically noted, exempt signs do not count towards the sign allowance specified for the applicable zoning district. Any signs beyond these exemptions and limitations shall only be allowed by a permit and count towards the sign allowance for the lot and building.

A. **Property Identification Signs.** Signs identifying a property address or building are encouraged to help public safety personnel, emergency services personnel, and the general public locate the property. Property identification signs shall be visible from the right-of-way and are subject to the following limitations:

1. *Address Signs.* Two per address up to 2 square feet each, only one of which may be ground mounted. Address signs on buildings shall be placed between 4 feet and 12 feet high on the building. Ground-mounted address signs shall be no more than 36 inches high.

2. *Building Name Plate.* Each building or site may have one name plate sign of up to 20 square feet per street. Building name plate signs shall be associated with the permanence or significance of the building or site, rather than a particular tenant, and include designs such as engraved stone, bronze plates, or similar ornamental detail integrated with the architecture of the building or the landscape of the site.

B. **Public Safety, Traffic Control or Public Information.** Signs designed and located to control traffic movement and safety of vehicles and pedestrians according to Manual of Uniform Traffic Control Devices (MUTCD) standards, signs required by the city's building or fire code, or signs otherwise required to support any official action or legal obligation of a federal, state, or local government, may be designed and located to meet the public purpose of the official entity or the requirements of other codes.

C. **Flags**. Flags shall be mounted to a building below the building height or mounted on a permanent pole subject to the height limit of the zoning district and setback from the property line a distance equal to the actual height of the flagpole. No flagpole may be placed in any easement or within a distance to an easement equal to the height of the flagpole without the permission of the easement owner.

1. *Residential Districts.* Up to three flags may be permitted per lot. Total flag area per property shall not exceed 80 square feet and no single flag may be more than 40 square feet.

2. *Nonresidential Districts.* Up to five flags may be permitted per lot. Total flag area per property shall not exceed 200 square feet and no single flag may be more than 100 square feet.

3. *Large Properties*. Property over 3 acres may have one flag up to 375 square feet provided it is setback at least 40 feet, or at least equal to the mounting height, whichever is greater.

D. **Window Signs.** Signs may be installed on or to the exterior and interior of any first-floor windows in nonresidential districts if they do not exceed more than 33% of the area of all first floor windows, measured between 2 feet and 10 feet above the first floor elevation, and if at least 33% of the window the sign is mounted on remains clear of any visual obstructions including the sign area.

E. **Temporary Signs**. Temporary signs are exempt from the sign permit process, provided they are within the allowances in Section 36-9.04 and comply with the standards in Section 36-9.05.D.

F. **Construction Signs.** Signs associated with a nonresidential or multi-family construction, or any construction project over 10 acres, and under a valid permit are limited to:

1. Up to 80 square feet total sign allowance per public street frontage;

2. No more than three signs per street frontage;

3. Signs shall be mounted on a trailer, building or fence, or no more than 10 feet high if mounted on the ground; and

4. The signs shall only be posted for the duration of a valid permit associated with the project.

These signs are in addition to any other temporary sign allowances in Section 36-9.05.D.

G. **Interior Signs.** Any sign that is not legible from the right-of-way, from any point along the perimeter of the property or from adjacent property, or from publicly accessible common spaces are exempt from permits and the standards of this article, but may be subject to electrical, fire, or building codes or other construction specifications. The sign shall be considered legible if the sign content exceeds one inch per 30 feet of distance from the right-of-way, adjacent area, or publicly accessible common space.

H. **Machinery & Equipment Signs.** Accessory signs necessary to devise function or safety on machinery or equipment, such as on gasoline pumps or vending machines. Devices or signs may not be enlarged beyond practical purposes to increase the sign area or visibility of the devices.

I. **Special Event Signs**. Temporary special event signs may be approved through permitting and approvals for special events. Signs shall generally follow the standards in this article; however, the deviations may be approved to accommodate an event's short-term and special circumstances.

J. **Venue Signs.** Signs associated with and accessory to a public or common gathering space for events, and which are oriented only towards patrons of the event, such as scoreboards, institutional logos, crowd instructions, or event-related messages are exempt from the permits and standards provided they are accessory to the facility and any structures the signs are mounted on are approved as part of a zoning site plan for the facility.

36-9.04 Permitted Sign Allowances

A. **Residential Signs.** The following signs are permitted in residential districts (R-SF, R-MX1, R-MX2, R-MX3, and R-MHC), and for any residential building or use permitted in a nonresidential district. All planned zoning applications containing a residential component shall follow these standards, unless specifically amended by the approved regulating plan in Section 36-2.06.

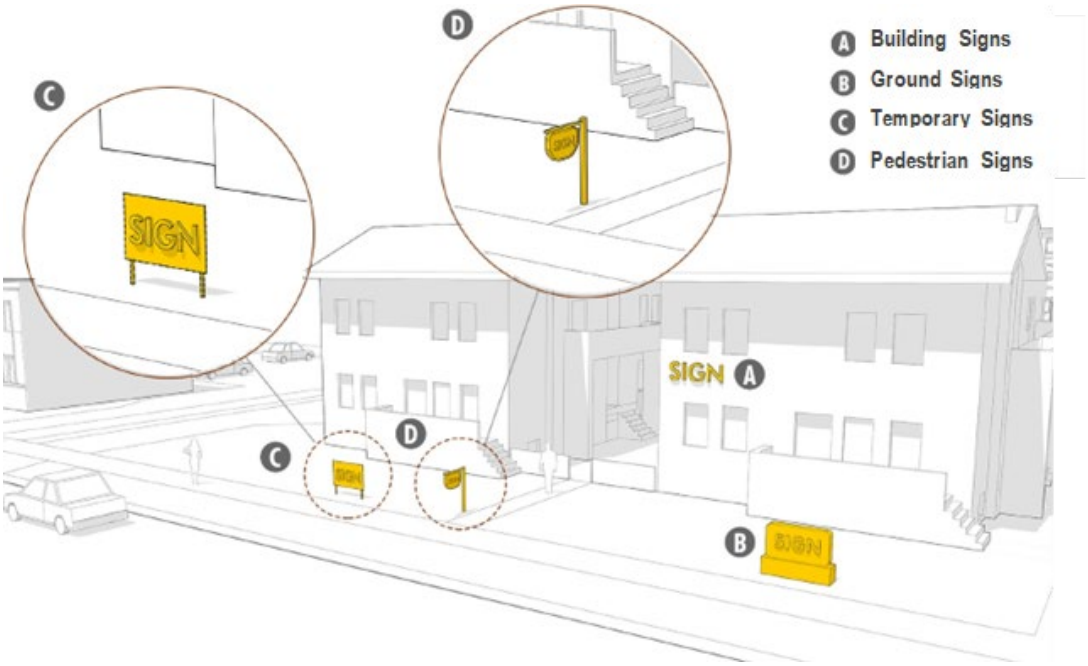


Figure 9-3 Residential Sign Types

Table 9-1: Residential Sign Allowances	
Ground Signs	
Total Allowance	▪ Permitted for principal non-residential or multi-unit residential buildings ▪ 1 s.f. / lineal foot of street frontage
Maximum Size	▪ 100 s.f. on local and collector streets ▪ 200 s.f. on secondary arterial streets ▪ 250 s.f. on primary arterial streets, freeways, or expressways
Quantity	1 / lot, but lots with more than 425' of frontage may have 2
Maximum Height	25'
Location	▪ 25' setback from all property lines ▪ 300' separation from another ground signs
Other standards	See Sections 36-9.05.A and 36-9.06.A.
Building Signs	
Total Allowance	▪ Permitted for principal non-residential or multi-unit residential buildings ▪ 1 s.f. / lineal foot of wall along the street frontage ▪ 2 s.f. / lineal foot of wall along the street frontage if site has no ground sign
Maximum Size	n/a – subject to overall allowance
Quantity	1 / street-facing wall or other wall facing internal common areas
Maximum Height	▪ At least 1 foot below the top of the wall it is mounted on for flat roof buildings ▪ At least 1 foot below the roof deck or eave line for pitched roof buildings
Other Standards	See Section 36-9.05.B.
Pedestrian Signs	
Total Allowance	▪ Permitted for principal non-residential or multi-unit residential buildings ▪ 1 / public building entrance
Maximum Size	10 s.f.
Maximum Height	▪ 14' if mounted on a wall ▪ 6' if mounted on the ground
Other Standards	See Section 36-9.05.C
Incidental Signs	
Total Allowance	▪ Permitted for principal non-residential or multi-unit residential buildings ▪ 12 s.f. / lot or 25 s.f. /ac., whichever is greater
Maximum Size	6 s.f; or 12 s.f. for lots more than 1 ac. and if setback at least 50' from property line
Maximum Height	▪ 14' high if mounted on a building ▪ 4' high if ground mounted, or 8' high if setback at least 50' from property line
Location	Signs shall be setback at least 6' from any front lot line, and 10' from any other property line
Temporary Signs	
Total Allowance	15 s.f.; or 0.15 s.f. per 1 lineal foot of street frontage, whichever is greater, up to a maximum allowance of 48 square feet
Quantity	n/a; subject to total allowance and duration limits in Section 36-9.05.D
Maximum Size	▪ 6 s.f. on local or collector streets ▪ 12 s.f. on secondary arterial streets ▪ 24 s.f. on primary arterial, expressway, or freeway
Maximum Height	▪ 20' or below the top of the wall plane, whichever is less if mounted on a wall ▪ 4' if mounted on the ground
Other Standards	See Section 36-9.05.D

B. **Nonresidential Signs.** The following signs are permitted in nonresidential districts (C-MX1, C-MX2, CC, GC, GI, and HM), and for any overlays of these districts that do not specifically modify sign standards. All planned zoning applications containing a nonresidential component shall follow these standards, unless specifically amended by the approved regulating plan in Section 36-2.06.

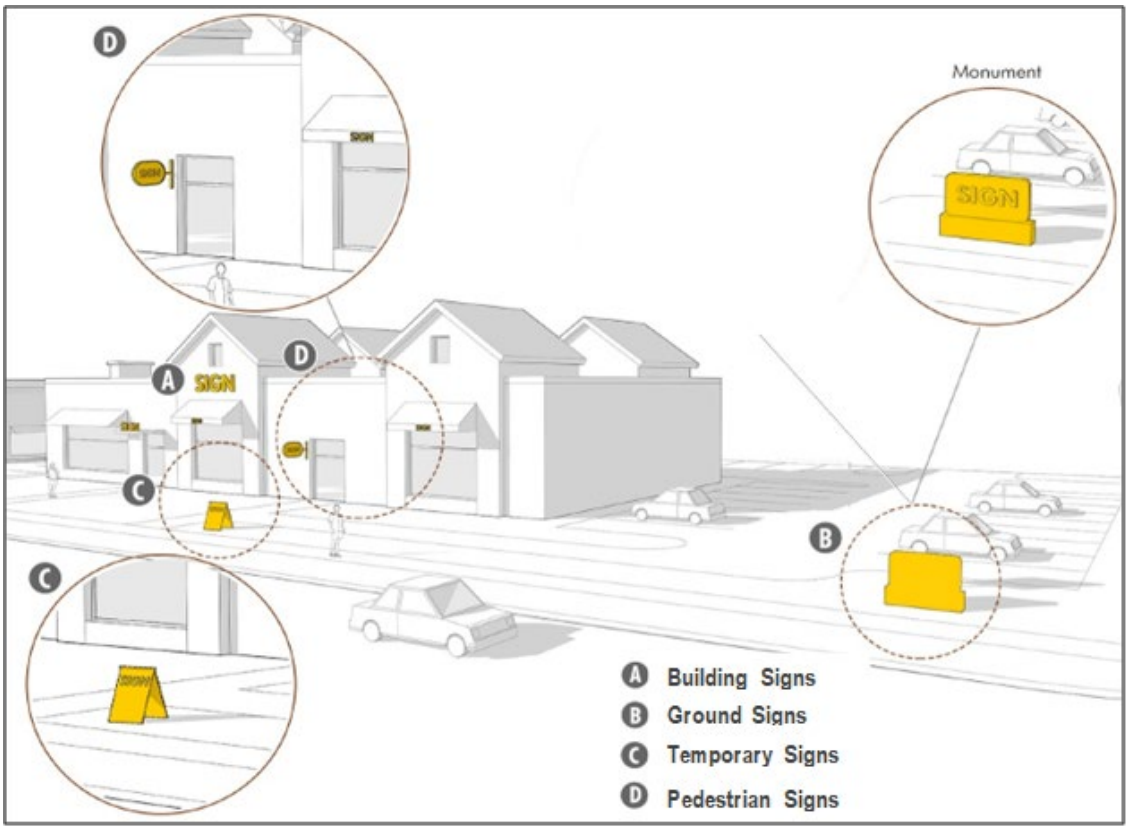


Figure 9-4 Nonresidential Sign Types

Table 9-2: Nonresidential Sign Allowances	
Ground Signs	
Total Allowance	▪ 1 s.f. / 1 lineal foot of street frontage on local, collector, or secondary arterial street ▪ 2 s.f. / 1 lineal foot of street frontage on primary arterial, expressway, or freeway
Maximum Size	▪ 250 s.f. for lots fronting on a local, collector, or secondary arterial; or any lot that contains a state licensed off-premises sign ▪ 400 s.f. for lots fronting on primary arterial, expressway, or freeway
Quantity	▪ 1 / lot ▪ Plus 1 additional sign per each 425' of lot frontage on a primary arterial, expressway, or freeway
Maximum Height	25'; 60' if located in areas near interstates noted in Section 36-9.05.A.5
Location	▪ 25' setback from all property lines on streets classified as a collector or lower ▪ 40' setback from all property lines on streets classified as arterials or expressways ▪ 300' separation from any other ground sign; 100' separation from and state permitted off-premises sign ▪ The PW Director may require additional setback from centerlines of streets or for utility easements when a plan for expansion of any public facility is planned and could be built within two years.
Other Standards	See Section 36-9.05.A
Building Signs	
Total Allowance	2 s.f. / 1 lineal foot of wall length
Maximum Size	n/a – limited by total wall allowance for each wall
Quantity	n/a – limited by total wall allowance for each wall
Maximum Height	▪ At least 1 foot below the top of the wall it is mounted on for flat roof buildings ▪ At least 1 foot below the roof deck or eave line for pitched roof buildings
Other Standards	See Section 36-9.05.B
Pedestrian Signs	
Quantity	▪ 1 sign / each 50' of building frontage ▪ Plus, one sign for each public building entrance
Maximum Size	▪ 6 square feet s.f. ▪ 10 s.f. if associated with the primary building entrance on each elevation
Maximum Height	▪ 14' if mounted on a wall ▪ 5' if mounted on the ground
Other Standards	See Section 36-9.05.C
Incidental Signs	
Total Allowance	16 s.f. / lot; or 40 s.f. / ac., whichever is greater
Maximum Size	8 s.f; or 16 s.f. for lots more than 1 ac. and if setback at least 50' from property line
Maximum Height	▪ 14' high if mounted on a building ▪ 4' high if ground mounted, or 8' high if setback at least 50' from property line
Location	Signs shall be setback at least 6' from any front lot line, and 10' from any other property line
Temporary Signs	
Total Allowance	25 s.f. or 0.25 s.f. / 1 lineal foot of street frontage, whichever is greater, up to a maximum allowance of 100 s.f.
Quantity	n/a; subject to total allowance and duration limits in Section 36-9.05.D
Maximum Size	▪ 12 s.f. on local or collector streets ▪ 24 s.f. on secondary arterial streets ▪ 48 s.f. on primary arterial, expressway, or freeway
Maximum Height	▪ 20' or below the top of the wall plane, whichever is less if mounted on a wall ▪ 5' if mounted on the ground
Other Standards	See Section 36-9.05.D

36-9.05 Standards for General Sign Types

A. **Ground Signs**. Ground signs are subject to the following additional standards:

1. Support structures and bases shall be constructed with durable, quality materials that complement the building or are integrated into the landscape and other site elements in terms of material, colors, and ornamentation.

2. Ground signs shall be accompanied by a landscape plan that integrates the sign area into the overall site, softens the visibility of the structural elements, and improves the appearance of the sign and property from the streetscape subject to the standards and criterial of Article 8.

3. Ground signs near interchanges may be up to 60 feet high in the following specific locations:
   a. Within 660 feet of the center of the following intersections:
      (1) Interstate 44 and Kansas Expressway;
      (2) Kearney Street and Schoolcraft Freeway (U.S. Highway 65);
      (3) Sunshine Street and Schoolcraft Freeway (U.S. Highway 65);
      (4) Southwest quadrant of Chestnut Expressway and Schoolcraft Freeway (U.S. Highway 65); or
      (5) Interstate 44 and Mulroy Road.
   b. Property with frontage on Glenstone Avenue between the northern right-of-way of Kearney Street and 100 feet north of northern right-of-way of McClernon Street, and property within 1,800 feet of the center of Interstate 44 and Glenstone Avenue.
   c. Property in the southwest quadrant and within 1,800 square feet of the center of Interstate 44 and Schoolcraft Freeway (U.S. Highway 65).

B. **Building Signs**. Buildings signs are subject to the following additional standards:

1. Signs attached to a building shall not extend more than 18 inches off the surface, except projecting signs meeting the following additional limitations:
   a. Projecting building signs may extend from and be perpendicular to the wall up to 10 feet, but no closer than 5 feet to the back of the curb.
   b. Projecting building signs may extend vertically above a canopy or similar building projecting up to 4 feet above the mounting service surface, provided it below the wall plane, roof deck, or eave line for the building elevation.
   c. Projecting signs shall be at least 8 feet above grade or any area where pedestrians may gather or pass and at least 14 feet above any area where vehicles may pass.
   d. Projecting signs shall be limited to either 1 per building up to 30 square feet maximum or 1 per tenant with a street front entrance up to 10 feet maximum.
   e. Projecting signs meeting the standards of this section have a limited license to project over public right-of-way but may be required to be removed by the city for any public safety reason or any other priority use of the right-of-way.

2. No portion of a building wall may be built above the roofline, that serves no other structural or architectural purpose, other than to mount a sign or expand the sign area allowance or sign height.

C. **Pedestrian Signs.** Pedestrian signs are subject to the following additional standards:

1. Pedestrian signs shall be placed along the building frontage where there is direct pedestrian access and circulation;

2. Signs may be mounted directly on the surface of the wall, awning, or canopy, or if hanging below, maintain at least 7.5 feet clearance from the sidewalk below; and

3. Pedestrian signs associated with and allowed due to a building entrance shall be located within 10 feet of a business entrance.

D. **Temporary Signs**. Temporary signs are subject to the following additional limitations:

1. The total area allowance and maximum sign area for temporary signs is in Table 9-1 or 9-2, and may be allocated to multiple signs subject to the limitations in this subsection.

2. Temporary signs shall not be illuminated or painted with a light-reflecting paint.

3. Temporary signs shall be constructed of rigid material, designed to resist quick deterioration from the elements, and securely anchored to not pose a distraction or hazard. Non-rigid materials (such as banners) shall be secured to a structure or attached to a support or frame to avoid distraction of flapping.

4. No temporary sign shall be displayed for more than 180 consecutive days, without 60 days intervening. Relocation of a temporary sign, or removal and replacement with a substantially similar sign does not extend the time period for the temporary sign.

5. The period when more than two temporary signs are displayed on a property shall be limited to 120 days per calendar year.

6. The PD Director may require the removal of any temporary sign that pertains to a past or expired event, or may refrain from enforcement of the duration or time limits for any temporary sign related to an event that has been extended beyond the control of the owner.

36-9.06 Standards for Specific Sign Types

A. **Neighborhood Identification Signs.** Residential projects with more than 25 lots or more than five acres and with multiple blocks or internal streets are permitted gateway signs in addition to the permitted ground sign allowances subject to the standards in Table 9-3:

Table 9-3: Neighborhood Identification Signs

Ground Signs	
Allowance	▪ Up to 2 / entrance from a collector or arterial street ▪ 25 s.f. / entrance on a collector street (may be allocated between two signs) ▪ 50 s.f. / entrance on an arterial street (may be allocated between two signs)
Location	▪ 6' setback from all property lines
Maximum Height	▪ 5' – monument signs only; unless mounted on a retaining wall or accessory structure incorporated into the landscape design and approved through the zoning site plan process
Other Standards	▪ Neighborhood Identification signs shall be located in a common area owned and controlled by a property owner association to ensure on-going maintenance of the sign and landscape.

B. **Off-premises Signs.** Off premises signs shall only be permitted as follows:

1. *General Allowance.* Off-premises signs are only permitted within 660 feet of an interstate or primary highways where the city is required to allow off premises signs according to RSMo. Chapter 226.500 to 226.000. Where intersecting streets are not state controlled the sign shall not be located in a right triangle formed by 660 feet from the intersection along the non-state right-of-way, 660 feet from the intersection along the state-controlled right-of-way and the diagonal line connecting those two end points. Off-premises signs on state right-of-way shall meet the Missouri Department of Transportation's outdoor advertising permit standards.

2. *Standards.* State licensed signs shall meet the size and location standards in Table 9-4.

Table 9-4: Off-Premises Signs	
Total Allowance	▪ Off premises signs shall be limited by the applicable ground sign allowance unless otherwise authorized by state permit. ▪ Detached signs otherwise permitted by Table 9-2 shall be further restricted on any site with an off-premises sign to: ○ One additional detached sign; ○ 250 s.f. maximum area or applicable property allowances, whichever is less; ○ 25' maximum height; and ○ 100' separation from any other detached sign.
Location	▪ 25' setback from all right-of-way or other property lines ▪ 125' setback from any property residential zoning district ▪ 1,500' separation from any other off-premises sign, except on I-44 where the required separation shall be 2,500' ▪ The PW Director may require additional setback from centerlines of streets or for utility easements when a plan for expansion of any public facility is planned and could be built within 2 years.
Maximum Height	25'
Other Standards	▪ Applicants for off-premises signs shall obtain a state permit prior to submitting an application to the City. ▪ Signs with a valid state-issued permit may contain off-premises or on-premises information.

3. *Scenic Corridors.* Off-premises signs in scenic corridors shall conform to the following additional standards:
   a. *Location*. Scenic corridors are 660 feet from the edge of right-of-way on the following corridors:
      (1) James River Freeway (U.S. 60);
      (2) West By-Pass and U.S. 160; and
      (3) Kansas Expressway north of the nearest paved portion of I-44 and south of the nearest paved area of the James River Freeway (U.S. 60).
   b. *Limitations.*
      (1) Off-premises signs shall not be oriented towards or have copy visible from the listed scenic corridors but may be located on property and oriented to street other than the designated scenic corridor.
      (2) Off-premises signs shall be separated by at least 2,500 feet from other off-premises sign.
      (3) The maximum area shall not exceed 128 square feet and the maximum height shall not be more than 20 feet above the highest paved portion of the right-of-way.

C. **Drive-through Service Signs.** Signs for drive-through services shall be reviewed in coordination with the accessory use standards for drive-throughs in Section 36-4.04. Drive-through uses shall generally permit the following signs:

1. One menu board per drive through service station, with a maximum sign area of 32 square feet and a maximum height of 8 feet.

2. Signs shall be set back at least 20 feet from any adjacent property, and incorporated into the building, circulation plans to otherwise minimize impacts on the streetscape or adjacent property.

3. Menu board signs shall meet all other monument sign design standards.

4. Deviations from these standards may only be approved in association with the zoning site plan

review or any conditional review required according to Section 36-4.03.E, provided they equally or better meet the review criteria associated with the zoning site plan or permit review.

36-9.07 General Standards – All Signs

A. **Public Health, Safety, & Maintenance.**

1. All signs shall be designed, constructed, located, and maintained in a manner that is compliant with all electrical, fire, building codes, and any other industry standards so that the sign does not present any potential risk to public safety.

2. No sign shall be designed or located in a way where it can obscure, imitate, or be confused with an official government sign for traffic direction or any other public safety symbol.

3. Signs shall not obstruct visibility of pedestrians and vehicles with sight triangles, as defined by Section 36-3.03.B.7.

4. Any sign projecting over a walkway, active area in front of a building, or other area where people may pass shall maintain at least 7.5 feet vertical clearance and 14 feet vertical clearance if it is accessible to vehicles.

5. No sign, sign structure, or associated grounds shall present any dilapidated state or condition that may negatively impact the relationship to or appearance from the public right-of-way or adjacent property.

B. **Specific Designs Prohibited.**

1. No sign shall be placed on any vehicle or trailer visible from the right-of-way, where the sign and the vehicle or trailer is located to avoid the standards or criteria for permitted permanent signs in this article.

2. No sign shall be attached to any public utility pole, placed in any utility easement, or installed within the public right-of-way, except:
   a. Official government signs exempt from these standards according to Section 36-9.03.B;
   b. Signs attached to and projecting from buildings and meeting the standards in section 36-9.05.B.1; or
   c. Signs otherwise licensed by the City through special events or management of the design and use of the right-of-way, apart from this code.
   d. Signs located in a utility easement shall require written approval of the utility provider.

3. Grouping or arranging signs to have the effect of a larger permitted sign or increase visibility to the public beyond size or quantity limits is prohibited

4. No sign shall include balloons, streamers, pennants, or other air activated elements and animated elements, whether animated by mechanical, electrical, or environmental means.
   a. This limitation shall not apply to pedestrian signs, provided any animated element shall apply to the size of the overall pedestrian sign allowances.
   b. This provision shall not apply to prohibit flags, temporary signs, or digital displays meeting the standards of this article and which have motion, or to signs approved in association with a special event permit.
   c. This provision shall not apply to prohibit temporary holiday displays or works of art, provided there is no business message associated with them.

5. Any sign with a business message shall be located on the lot of the business activity and shall not direct attention to a business, product, or service sold or offered off-premises, except:
   a. Signs for multi-tenant premises, which must be associated with the site and located in common areas controlled by the businesses or property owners' associations; or
   b. State licensed signs according to Section 36-9.06.B.

C. **Illumination.**

1. Any illumination shall be designed to eliminate glare or any other negative impacts on surrounding right-of-way and property. In general, any direct source of light shall not be visible from the public street or adjacent property.
2 Light from an illuminated sign shall not spill onto adjacent properties. The light reading at any point within 10 feet from an adjacent private property shall be less than one foot-candle.
3. External light sources shall be directed and shielded to conceal the light source and illuminate only the surface of the sign.
4. External illumination of signs 10 feet high or more shall only occur from the top down.
5. No light source shall cause any glare, flashing, movement, or other distraction to traffic.
6. Exposed incandescent, neon, or tube lighting, or other integral illumination where the light source is the sign, shall be limited to window signs mounted to the inside of the building, or used only as an accent of less than 10% of the sign area.

D. **Digital or Electronic Message Displays.** Digital or electronic message displays may be incorporated into permitted signs and are subject to the following additional limitations:

1. Digital and electronic message displays are permitted for any portion of the sign allowance in nonresidential districts and may be considered through a conditional use permit for nonresidential uses allowed in residential districts.
2. Only static displays are permitted with at least 8 seconds before transitioning to another static display. However, in nonresidential districts any sign setback at least 125 feet from a residential district and elevated at least 10 feet above the street grade may use the following limited animation techniques:
   a. Frame effects during transition;
   b. Static displays of at least 3 seconds; and
   c. Transitions lasting no longer than 2 seconds.
3. Flashing is prohibited on all signs.
4. All digital or electronic displays shall be equipped with automatic dimming technology to adjust the brightness in direct response to ambient conditions.
5. No digital or electronic display shall exceed a brightness level of 0.3 foot-candles above ambient light measured at a distance equal to the square root of the sign copy area times 100 feet.
6. Signs permitted for nonresidential uses in residential districts shall be limited to no more than 40% of the allowed sign area and shall be setback at least 100 feet from any residentially used property.

36-9.08 Design Guidelines

A. **Applicability.** All signs should meet the following design guidelines to convey durability and quality appearance. Where the PD Director determines that signs present a substantial deviation with these guidelines and conflict with the intent of this article, the PD Director may deny the sign permit or require that the sign plan be reviewed according to Section 36-9.09.

B. **Placement.** The location of all permanent building signs shall be incorporated into the architectural design of the building according to the following principles:

1. Placement of signs should be considered part of the overall facade design and composition.

2. Sign locations should align with major architectural features such as storefront sign bands, cornices and parapets, entrance features, marquees, windows, canopies, and other similar architectural features.

3. Signs shall not be placed where they obstruct any significant building design feature, including windows, architectural details, trim, and ornamentation.

C. **Durability & Appearance**. All permanent signs shall be designed to convey durability and a quality appearance according to the following principles:

1. Materials, particularly for the frames, casings or bases of signs, should be chosen to complement the architecture of the building, and coordinate with other accent materials or architectural details of the building and site.

2. Simple 2- and 3-color contrasting colors schemes should be used between the color of the background, letters, and accents to ensure legibility and quality appearances. Fluorescent colors should be limited to accents and typically less than 10% of the sign area.

3. Buildings and sites that have that have multiple building or ground signs should coordinate all signs using one or more consistent coordinating elements, such as similar fonts, colors, sign scale or shapes, backgrounds, or casing and framing material.

D. **Multi-tenant Buildings & Sites.** Buildings and sites that have multiple wall or ground signs, or multiple tenant components on a single sign shall coordinate all signs for the building or site. Coordination may be established by combinations of two or more of the following:

1. The same or similar fonts, in terms of color, scale, and style. However, a primary and secondary font may be incorporated into signs.

2. The same sign background in terms of material and color or coordinated colors.

3. The same casing or framing in terms of materials and style, provided it is prominent enough to be a visible coordinating element across multiple signs.

4. A consistent scale, orientation, shape or placement of signs. For example, all oval signs, or all signs located within a sign band across storefronts.

5. Pedestrian signs or portions of principal signs that are less than 33% of the sign areas, may deviate from coordinating elements to account for logos, icons, or branding unique to the tenants.

36-9.09 Alternative Sign Plans

Shopping centers, office parks, campuses, or other nonresidential areas with multiple uses or buildings on a single site or development over 2 acres, may propose a property specific sign plan. The sign plan shall be based on the intent, types of signs, and standards of this article, but the Planning and Zoning Commission may approve deviations to these standards in coordination with other land development approvals, where they find that the specific sign plan meets the following criteria:

A. The sign plan promotes a unique character for the area and improves the image and identity of the project as it relates to the surrounding community. In particular, the sign plan considers:

1. Mitigating impacts and improving relationships to adjacent property not subject to the plan.

2. Coordination with streetscapes, including pedestrian or traffic qualities of a particular street.

3. Integration with the architecture of the buildings or other landscape and site design components of the site.

4. Any deviations from these standards, and particularly those for the size, quantity, or location of signs, clearly meet the intent of this article and conform to the design guidelines in Section 36-9.08.

B. The sign plan coordinates with multiple components of the project, including building designs, open and common space designs, and access and circulation, and where there are distinctions in the type and design of the signs within the plan, they are based on effective transitions with the overall development plan.

C. The sign plan has clear and explicit standards for the size, location, design, and quality of the signs, and it anticipates future tenants or changes in tenants through subsequent sign permits without requiring amendments to the plan.

D. The property owner or landlord has authorized the plan, and any changes to the plan will require the property or landlord to submit a new application to be approved by the Planning and Zoning Commission.

Article 10. Supplemental Districts & Standards

36-10.01 Airport Overlay District
36-10.02 Commercial Street District
36-10.03 Midtown Urban Conservation District
36-10.04 Phelps Grove Urban Conservation District
36-10.05 Rountree Urban Conservation District
36-10.06 Walnut Street – East Urban Conservation District
36-10.07 Walnut Street – West Urban Conservation District
36-10.08 Short-term Rentals
36-10.09 Marijuana & Medical Marijuana Uses
36-10.10 Wireless Telecommunication Facilities
36-10.11 Grant Avenue Parkway District
36-10.12 Moon City Live/Work District

36-10.01 Airport Overlay District

A. **Intent.** The intent of the Airport Overlay District is to:

1. Regulate the development of noise-sensitive land uses~~;~~.
2. Promote compatibility between the Springfield-Branson National Airport and surrounding land uses.
3. Protect the Springfield-Branson National Airport from incompatible development.
4. Promote the health, safety, and general welfare of all property uses in the vicinity of the airport.

B. **Applicability.** The standards in this section apply to the following sub-districts indicated in Figure 10-1, and overlayed onto the official zoning map as airport overlay (AO) zones.

1. *AO-1.* All areas with 2,000 feet of any airport runway centerline extending out 10,000 feet from both ends of any airport runway.
2. *AO-2.* [Not currently used.]
3. *AO-3.* All areas encompassing the airport zoned defined in the Airport Zoning Law, Chapter 305 RSMo., defined as follows:

   Beginning at a point on the end of any runway and on the centerline of the runway; thence to the right a distance of 500 feet on a course perpendicular to said centerline to a point; thence to a point 2,000 feet to the right of and perpendicular to the centerline extended which point is directly opposite a point 10,000 feet from the end of the runway on the said centerline extended away from the runway; thence to a point 2,000 feet to the left of and perpendicular to the centerline extended which point is directly opposite a point 10,000 feet from the end of the runway on the said centerline extended away from the runway; thence to a point 500 feet to the left of the point of beginning and perpendicular to the said centerline; thence to the point of beginning.

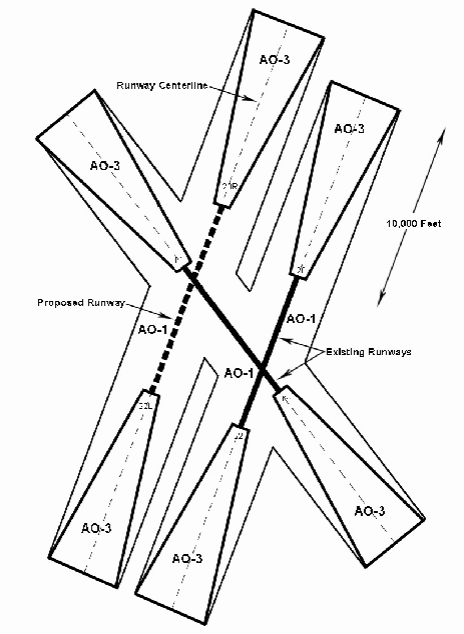


Figure 10-1 Airport Overlay Zones
AO-1 and AO-3.

4. *Split Zoned Tracts & Structures.*
   a. Where a part of a tract of land lies within an airport overlay zoning district, the district requirements shall only apply within the part of the tract located in the district. The AO-3 district shall take precedence over the AO-1 district.
   b. A structure which is located partly within an airport overlay zoning district and partly outside shall be considered to be entirely within an airport overlay zoning district. The AO-3 district shall take precedence over the AO-1 district.

C. **Allowed, Limited, & Prohibited Uses.** Uses in any underlying zoning district from Table 4-3, Section 36-4.02 shall be further restricted by the standards of the AO districts.

1. *Prohibited in AO-1.* The following uses are prohibited in the AO-1 district, except as modified by the AO-3 district. The AO-3 district shall take precedence over the AO-1 district:
   a. Residential uses – all
   b. Schools – including Primary/Secondary and College / University
   c. Assembly uses – all
   d. Event venue uses – all
   e. Medical Service uses – all
   ~~f.~~ Cultural Facility uses - all
   g. Daycare uses – all
   h. Entertainment & Recreation uses – all

2. *Limited in AO-3.* If permitted by the underlying district, the following uses shall be limited as specified in the AO-3 district:
   a. Residential uses – limited to detached houses on lots greater than 10 acres, except any lot that legally existing prior to initial adoption of the AO district shall be permitted on detached house.

3. *Prohibited in AO-3.* The following uses are prohibited in the AO-3 district:
   a. Lodging uses – all
   b. Transportation – Commercial Parking Lot
   c. Accessory off-street parking in a structure. Accessory off-street parking lots or facilities open to the sky are allowed.

4. *Conditional Uses.* The following uses may be permitted by a conditional use permit in the AO-1 or AO-3 zone:
   a. Open Space uses – all.
   b. In addition to the general procedures and criteria for conditional use permits in Section 36-2.04, conditional use permits shall be subject to the following additional conditions and criteria in the AO districts:
      (1) No use may be closer than 1.5 miles (7,920 feet) from the ultimate end of an existing or planned runway as approved by the Federal Aviation Administration.
      (2) Upon receiving an application for a conditional use permit in the AO-1 or AO-3 districts, the Department of Planning and Development shall forward the application to the Springfield-Branson National Airport Board. In considering such an application, the airport board shall review potential impacts to the airport and shall make its recommendation(s) to the Planning and Zoning Commission. The airport board shall consider factors such as, but not limited to:
         (a) Federal Aviation Regulations (FAR Part 77)
         (b) Published instrument approach and departure procedures
         (c) Outdoor lighting
         (d) Radio signal or electric emissions
         (e) Noise sensitive concerns
         (f) Public safety

D. **Additional Standards.** Any development, use, or building initiated in the AO district shall be subject to the following additional standards:

1. When a plat or building permit is required, the property owner shall dedicate an aviation easement to the city over and across that property. This easement shall establish a height restriction on the use of the property and hold the public harmless from any damages caused by noise, vibration, fumes, dust, fuel, fuel particles, or other effects that may be caused by the operation of aircraft taking off, landing, or operating on or near the Springfield-Branson National Airport.

2. No use may create electrical interference with navigational signals or radio communication between the airport and aircraft, make it difficult for pilots to distinguish between airport lights and others, or result in glare to pilots using the airport; impair visibility in the vicinity of the airport; create bird strike hazards; or otherwise endanger or interfere with the landing, taking off, or flight operations of aircraft utilizing the airport.

3. No building or structure shall be constructed, nor shall any landscaping growth be maintained, which exceeds 50 feet in height in an airport overlay zoning district.

4. Any permitted residential uses shall meet minimum construction standards to achieve a minimum outdoor to indoor noise-level reduction (NLR) of 30 decibels.
   a. Customary residential construction can be expected to provide an NLR of 20 decibels, which assumes mechanical ventilation and closed windows year-round. Therefore, the minimum outdoor to indoor NLR shall be 10 decibels over standard construction.
   b. A base airport noise level of 70 day-night average sound level (Ldn) is assumed until such time as a different base airport noise level is established based on completion of a noise study prepared by the Springfield-Branson National Airport or other individuals authorized by the board of such airport and filed with the office of the Director of Aviation of the City of Springfield, Missouri.
   c. The BDS Director shall not issue a building permit for any structure within the AO zones unless the plans and specifications accompanying the application have been certified by a registered professional engineer or registered professional architect in the State of Missouri as meeting the NLR standards specified in this subsection. The registered professional architect or engineer must certify that said plans and specifications shall reduce the noise impact from outdoor to indoor noise level at least the minimum specified in this section, using commonly accepted engineering and architectural acoustical practices.
   d. This subsection shall not apply to property located within the official boundaries of the

Springfield-Branson National Airport as established in the airport layout plan submitted to and on file with the Federal Aviation Administration and as amended from time to time.

36-10.02 Commercial Street District

A. **Purpose.** This district is intended to be a mixed-use district that accommodates a variety of residential, commercial, and light industrial uses. It is intended for the older commercial and light industrial areas fronting and adjacent to a commercial street that tend to accommodate a wide variety of uses. This area initially developed early in the city's history and does not display the characteristics typical of modern suburban development. The City has approved a commercial street redevelopment plan and has approved financing mechanisms to implement that plan. Uses proposed in this district are consistent with the redevelopment strategy. This area is experiencing rehabilitation and redevelopment. This district is intended to accommodate the transition that must occur if this area is to contribute to the vitality of the city while protecting the historic character of the area.

Two sub-zones are established by this section. The uses permitted in the two districts are the same, but they differ in the design requirements. The COM-1 district is designed to permit new construction that is more compatible with the existing historic buildings within the landmarks district along Commercial Street. The COM-2 district is designed to allow new construction that is consistent with more recent commercial development along Commercial Street.

B. **Permitted Uses.**

1. The following uses are permitted on any floor unless the development project is greater than 10,000 square feet in total floor area, which requires a conditional use permit:

a. Accessory uses, as permitted by Section 36-4.04.
b. Athletic clubs, fitness centers, and indoor sports facilities.
c. Auction sales and flea markets entirely within enclosed buildings.
d. Banks and financial institutions, including automatic teller machines.
e. Catering businesses.
f. Colleges, universities, and business colleges.
g. Commercial amusements, including bowling alleys, dance halls, video game arcades, billiard parlors, roller skating and ice-skating arenas, and motion picture theaters, excluding drive-in theaters.
h. Day care centers in accordance with Chapter 38, Article IX, Springfield City Code.
i. Educational, cultural, public, or nonprofit institutions such as museums, art galleries, and libraries, but not including elementary and secondary schools and correctional institutions.
j. Overnight shelters and soup kitchens legally conforming at the time of the passage of said ordinance provided that a use permit is obtained for any expansion of said use.
k. Glass and mirror sales.
l. Governmental buildings and uses.
m. Medical, comprehensive or microbusiness marijuana dispensary facility. No facility shall be located within 1,000 feet of an existing elementary or secondary school, or within 200 feet of an existing child day care center or church and as prescribed and subject to all other requirements in Section 36-10.09.
n. Medical or comprehensive marijuana-infused products manufacturing type 2 post-extraction facility. No facility shall be located within an existing elementary or secondary school, or within 200 feet of a then-existing child day care center or church and as prescribed and subject to all other requirements in Section 36-10.09.
o. Offices, administrative, business, finance, and professional.
p. Offices, medical and dental.
q. Personal service establishments including beauty parlors, barbershops, dry cleaning and laundry pick-up window, shoe repair, self-service laundromats, express or mailing offices and hearing aid and eye glass shops.
r. Pet stores and pet grooming.
s. Police and fire stations.
t. Recording studios.

u. Restaurants, excluding drive-in, vehicular pick-up window, and drive-thru facilities.
v. Retail sales use group excluding convenience stores with gas pumps.
w. Schools and studios for art, dancing, drama, music, photography, interior decorating, or similar courses of study.
x. Schools, business.
y. Taverns and cocktail lounges.
z. Temporary uses, as permitted by Section 36-4.03.J.
aa. Veterinary clinics. Facilities may have supervised outside activities, which are defined as having a single animal under the physical control of an individual. All outside activity spaces shall be fully enclosed and screened from adjacent residential uses, districts and all public right-of-way with a six-foot tall barrier that is in conformance with Section 36-8.04. No outside activity spaces shall be located within 25 feet of any residential use or district, and all animal waste shall be collected and disposed of on a daily basis.
bb. Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.

2. The following uses are only permitted above the first floor or in the second layer of the first floor unless the development project is greater than 10,000 square feet in total floor area, which requires a conditional use permit for the use set out in this subsection. The first layer of the first floor is the first 50 feet of lot depth measured from the front of the lot. The second layer is located behind the first 50 feet of lot depth measured from the front of the lot. An entrance and hallway through the first layer to provide access to the second layer or upper floors is permitted.
a. Any commercial establishment that provides supplies and/or services primarily to commercial customers, such as janitorial services, sign shops, packaging or shipping service, locksmith or printing, lithographing, engraving, photocopying, blueprinting, publishing and binding establishments.
b. Bed and breakfasts.
c. Commercial off-street parking lots and structures.
d. Community center, nonprofit.
e. Cultural centers.
f. Medical and dental clinics.
g. Medical and dental laboratories and research facilities, not including the manufacture of pharmaceutical or other products for general sale or distribution, provided no toxic substances, explosives, radioactive material, highly flammable substances or other materials that pose a threat to public health and safety, due to their quantities or location, are utilized in the research operations.
h. Office equipment repair.
i. Private clubs and lodges.
j. Repair shops, home appliance.
k. Residential uses.
l. Restricted production and repair establishments (for retail sale on the premises only), including the following types of activities: Custom tailoring and alteration of clothing, jewelry from precious metals, watches, dentures, and optical lenses.
m. Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.
n. Short-term rental type 3 in accordance with Section 36-10.08.C, and subject to conditions in subsection 36-10.08.C.2, if applicable.

C. **Conditional Uses.**

1. The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to, Section 36-2.04 of this article and the requirements of this subsection 36-10.02(3):
a. Any manufacturing, production, processing, cleaning, servicing, testing, repair, or storage of materials, goods or products which is not allowed as a permitted use.
b. Automobile service garages.
c. Automobile service stations.
d. Awning and canvas sales and rental.
e. Banks and financial institutions, including automatic teller machines, with drive-through facilities.
f. Boarding, rooming, and lodging houses.

g. Bus stations.
h. Construction equipment storage yards or other outdoor storage in COM-2 district only.
i. Convenience stores with gas pumps.
j. Funeral homes and mortuaries.
k. Group homes, custodial.
l. Hospitals with ambulance services as accessory uses.
m. Hotels, motels, and inns.
n. Household resource recovery collection centers, screened from all residential districts and public right-of-way in conformance with Section 36-8.04.
o. Public service and public utility uses, as follows:
(1) Tier I wireless facilities in accordance with Section 36-10.10.
(a) Tier III wireless facilities in accordance with Section 36-10.10, provided wireless towers 60 feet or greater in height allow collocation of at least one additional provider's facilities.
(b) Tier IV wireless facilities in accordance with Section 36-10.10, provided wireless towers are setback from any residential district at least 2 feet for every one foot of tower height and allow collocation of at least one additional provider's facilities or at least two additional providers' facilities if the tower height is 120 feet or greater. Repair shops, home appliance, located in the first layer of the floor of buildings that front on Commercial Street and Boonville Avenue.
(c) Tier V wireless facilities in accordance with Section 36-10.10.
p. Restaurants with drive-in, vehicular pick-up window, and drive-thru facilities.
q. Schools or development centers for persons with handicaps or development disabilities.
r. Structures greater than three stories in height.
s. Substance abuse treatment facilities for 50 or fewer residents, provided the facility:
(1) Is located at least 2,000 feet from any other substance abuse treatment facility, or 2,000 feet from any emergency shelter, soup kitchen, transitional service shelter or community corrections facility, as measured from property lines; and
(2) A plan of operation, including, but not limited to: Administration contact information, patron access requirements, hours of operations and security measures, is on file with the Department of Planning and Development.
t. Television and radio studios with transmitting facilities.
u. Towers, other than wireless facilities, and related facilities, in accordance with Springfield City Code.
v. Transitional service shelter.
w. Warehouses, storage and distribution centers.

2. The following uses located in the first layer of the first floor of buildings that front on Commercial Street and Boonville Avenue:
a. Any commercial establishment that provides supplies and/or services primarily to commercial customers, including janitorial services, sign shops, packaging or shipping service, locksmith or printing, lithographing, engraving, photocopying, blueprinting, publishing and binding establishments.
b. Bed and breakfasts.
c. Cultural centers.
d. Medical and dental clinics.
e. Medical and dental laboratories and research facilities, not including the manufacture of pharmaceutical or other products for general sale or distribution, provided no toxic substances, explosives, radioactive material, highly flammable substances or other materials that pose a threat to public health and safety, due to their quantities or location, are utilized in the research operations.
f. Office equipment repair.
g. Private clubs and lounges.
h. Residential uses.
i. Restricted production and repair establishments (for retail sale on the premises only), including the following types of activities: custom tailoring and alteration of clothing, jewelry from precious metals, watches, dentures, and optical lenses.
j. Any use allowed in the district and involved in development projects greater than 10,000 square feet of total building floor area, whether new construction, rehabilitation

of an existing structure or a combination of new construction and rehabilitation. A development project is typically a development where the property is under single ownership or management. A development project may include a single use or multiple uses and may be in a single building or multiple buildings, on one lot or multiple lots. The ARC shall determine if a development project with multiple uses meets the criteria to require a conditional use permit. Expansion of a development project, existing at the date of adoption of this district, shall not require a conditional use permit provided the expansion does not involve more than 2,000 square feet of total building floor area.

(1) In addition to all other requirements for review and approval of a conditional use permit, the following shall apply:

(a) The proposed use shall generally conform to the goals and policies of the commercial street strategy for success and any other plans or policies in place at the time of approval of the conditional use permit.

(b) For development projects greater than 10,000 square feet, the applicant shall submit plans to provide parking and security for customers/occupants of the development project. City Council may waive the requirement for one or both plans, at the time of approval, if one or both plans are deemed unnecessary.

(c) The following organizations, and similar organizations that may be formed in the future, shall be notified of a conditional use permit application in conformance with the notification requirements of Section 36-2.01.F:

i. Commercial Club.
ii. Commercial Street Community Improvement District Board.
iii. Midtown Neighborhood Association.
iv. Grant Beach Neighborhood Association.
v. Woodland Heights Neighborhood Association.
vi. Urban Districts Alliance.

D. **Use Limitations.**

1. All activities and permitted uses except for the following shall be conducted entirely within a completely enclosed building.
   a. Automobile servicing, but not repair.
   b. Drive-in, pick-up window, or drive-thru facilities.
   c. Occasional sidewalk sales.
   d. Off-street parking and loading facilities.
   e. Outdoor eating and drinking facilities.
   f. Outdoor live or amplified music provided a permit for such activity has been obtained from the city manager pursuant to chapter 2, article I, section 2-10, permits for outdoor music and any regulations promulgated by the city manager and on file with the City Clerk.
   g. Playgrounds associated with a school or day care center.
   h. Street vendors licensed by the City of Springfield.

2. No vibration, glare, or heat shall be detectable at the lot line.

3. No dust, particulate matter, or noxious or toxic matter of any sort shall be emitted or discharged at any time.

4. All uses shall operate in accordance with the noise standards contained in Section 36-4.05.

5. All flammable petroleum products and petrochemicals shall be stored in a fireproof enclosure and no more than 50 gallons of such products shall be so stored except at automobile service stations.

6. No use shall emit an odor that creates a nuisance as determined by Springfield City Code.

7. Uses on parcels not served by public water and public sewer shall meet the requirements of subsection Section 36-4.06.G.

E. **Bulk Regulations.**

1. *Maximum Structure Height.* Three stories unless a conditional use permit for more stories is approved.

2. *Yard Requirements (additional bufferyard may be required by subsection (8).*
   a. Front yard: None.
   b. Side yard: None.
   c. Rear yard: None.

F. **Open Space Requirements**. None.

G. **Design Requirements.**

1. A zoning site plan meeting the requirements of Section 36-2.03, shall be submitted and approved.

2. If required, a landscape plan, meeting the requirements of Section 36-8.03 and Section 36-7.05 shall be submitted and approved.

3. All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with Section 36-8.03.

4. Refuse storage areas shall be screened from view in accordance with Section 36-8.04.

5. Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with Section 36-8.04.

6. Lighting shall be designed to reflect away from any adjacent residential area and in accordance with Section 36-8.07.

7. Accessory buildings and structures shall meet the requirements of Section 36-4.04.

8. The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
   a. *Building Facades*. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building facade or wall:
      (1) Changes in color, texture, and material; or
      (2) Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
      (3) Groupings of windows or fenestration.
   b. On each lot, the building facade shall be built to the district minimum setback line for at least 80%of the street frontage. This does not include Blaine Street frontage.
   c. The building facade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.
   d. The portions of the building facade required to be built at the district minimum setback line may include jogs of not more than 18 inches in depth except as otherwise necessary to allow bay windows, shop fronts and balconies.
   e. Blank lengths of wall exceeding 20 linear feet are prohibited on all street frontages.
   f. Fenestration on the ground floor facades shall comprise at least 40%, but not more than 90% of the facade area, measured as a percentage of the facade between floor levels.
   g. Fenestration on the upper floor facades shall comprise at least 20%, but not more than

60% of the facade area, measured as a percentage of the facade between floor levels.

h. The ground floor shall have at least 12 feet of clear interior height (floor to ceiling) contiguous to the required building line frontage for a minimum depth of at least 25 feet.

i. The maximum story height for the ground story is 20 feet.

j. The maximum floor-to-floor story height for stories other than the ground floor is 12 feet.

k. *Building Materials and Colors.*

(1) Metal shall not be used as a primary exterior surface material, except for metal roofs. Metal trim can be used but not to exceed 15% of the exterior surface. The following exterior finishes shall be allowed on all exterior walls of the building:

(a) Customary brick masonry;
(b) Natural or cast stone;
(c) Oversized brick;
(d) Split-faced block;
(e) Architectural pre-cast concrete; and
(f) Accent materials such as glass block and ceramic tiles.

(2) Facade colors shall have low reflectance. High-intensity, metallic, black, or fluorescent colors are prohibited. Natural and recycled materials may be utilized to enhance the building facade and promote sustainable development.

l. The use of galvanized chain link fencing shall be prohibited. The use of vinyl-coated chain-link fencing shall be allowed in green, black, and brown. No fencing shall be allowed in the front yard of the building.

H. **Bufferyard Requirement**. Whenever any development in the COM district is located adjacent to a different zoning district, screening and a bufferyard shall be provided in accordance with Section 36-8.04.

36-10.03 Midtown Urban Conservation District

A. That the following described property is designated as Urban Conservation District Number 3, to be known as the Mid-Town Urban Conservation District, which district shall be subject to the provisions set forth in Section 4-2300, Urban Conservation District, of the Land Development Code, and the regulations set forth herein; said district shall be shown on the District maps and is described as follows:

1. **MID-TOWN URBAN CONSERVATION DISTRICT LEGAL DESCRIPTION**

Beginning at the Northeast corner of Lot 29, Grove Hill Addition, being a point on the Southern Right-of-way of an alley between Commercial and Blaine Streets, thence Westerly along the said Right-of-way as it currently exists crossing Hampton Avenue to the Northwest corner of Lot 3, Nixon's Addition, thence West-southwesterly crossing Texas Avenue to the Northeast corner of Lot 56, Frisco Addition being a point on the Southern Right-of-way of an alley between Commercial and Pacific Street, thence West-southwesterly along the said Right-of-way as it currently exists crossing Sherman, Clay, Summit, Washington, Benton, Jefferson, and Robberson Avenues to the Northwest corner of Lot 2, Block 30, North Springfield Addition, being a point on the Eastern Right-of-way of Boonville Avenue, thence southerly along the said Right-of-way as it currently exists crossing Pacific, Court, Locust, Division, Lynn, Calhoun, Webster, Scott and Central Streets to the Northern Right-of-way of Chestnut Expressway, thence Easterly along said Right-of-way as it currently exists crossing Jefferson, Benton, and Washington Avenues to the Western Right-of-way of the Burlington Northern Railroad, thence Northeasterly along the said Right-of-way as it currently exists to the Western Right-of-way of National Avenue, thence Northerly along the said Right-of-way as it currently exists crossing Division, Locust, Pacific and Blaine Streets to the Northeast

corner of Lot 29, Grove Hill Addition, being the point of beginning, all in Springfield, Greene County, Missouri.

(Location: Area bounded generally on the north by Blaine Street including properties on both sides of Blaine Street between Texas and National Avenues, on the west by Boonville Avenue, on the south by Chestnut Expressway and on the east by the Burlington Northern Railroad Right-of-way and National Avenue.)

B. The following sub-districts are hereby established within the Mid-Town Urban Conservation District, to be known as Areas A, B, C, D and E which are described as follows:

1. *Area A Benton Avenue Area.*

Beginning at the Northeast corner of Lot 44, Ozark Land Addition, thence Westerly along the Northern line of said Lot 219' M/L, thence Southerly to a point 219' M/L Westerly of the Southeast corner of Lot 40 of said Addition, being a point on the Northern Right-of-Way of Webster Street as it currently exists, thence Southeasterly crossing said Street to a point on the Southern Right-of-Way of said Street 195' M/L Westerly of the Southwest corner of Webster Street and Benton Avenue as it currently exist, thence Southerly 85' M/L, thence Westerly 85' M/L. thence Southerly 292' M/L following the Eastern line of Root and Bowerman's Addition East of Jefferson, thence Easterly 277' M/L to the Western Right-of-Way of Benton Avenue to a point 376' M/L Southerly of the Southwest corner of Webster Street and Benton Avenue as it currently exists, thence Northerly along the Western Right-of-Way of Benton Avenue as it currently exists crossing Webster Street to the Northeast corner of Lot 44, Ozark Land Addition, being the point of beginning, all in Springfield, Greene County, Missouri.

(Location: West side of North Benton Avenue -- Calhoun Street to a point south of Webster Street.)

2. *Area B Benton/Calhoun Corner.*

All of lot 38 and the south 50 feet of Lot 37 in Ozark Land Company's Addition to the City of Springfield, Greene County, Missouri. Section 13, Township 29, Range 22.

3. *Area C.*

Drury Student Housing - Calhoun and Summit

All of Lots 152, 153, and 154 in the Amended Plat of M.H. Merriman's Second Addition to the City of Springfield, Greene County, Missouri. All being in Section 13, Township 29, Range 22.

4. *Area D.*

Drury Parking - Clay and Summit

A tract of land lying in Section 13, Township 29, Range 22 in the City of Springfield, Greene County, Missouri, more particularly described as foleys. Beginning at the Northwest corner of Lot 132 in the Amended Plat of M.H. Merriman's Second Addition, thence Easterly along the South ROW of Webster Street to the Northeast corner of Lot 106 in the Subdivision of Block A of Merriman's Second Addition, thence Southerly along the West ROW of Clay Avenue to the Southeast corner of Lot 118 in the Subdivision of Block A of Merriman's Second Addition, thence continuing Southerly to the Southwest corner of the intersection of Pythian Street and Clay Avenue, being a point on the North line of Block 9 of J. D. Fairbanks Addition, thence Westerly along the South ROW of Pythian Street to the Northwest corner of Lot 7 of Block 4 of

J. D. Fairbanks Addition, thence Northerly to the Southwest corner of Lot 120 in the Amended Plat of M.H. Merriman's Second Addition, thence continuing Northerly along the East ROW of Summit Avenue to the Point of Beginning except for Lots 129, 130, and 131 of M. H. Merriman's Second Add. Amended.

5. Area E (Reserved).

Beginning at the Northwest corner of Lot 1.8 Frisco Addition, being the Southeast corner of Summit Avenue and an alley between Commercial and Pacific Streets, thence East-northeasterly along the Southern Right-of-way of said alley as it currently exists crossing Clay and Sherman Avenues to the Northeast corner of Lot 56, Frisco Addition, thence East-northeasterly crossing Texas Avenue to the Northwest corner of Lot 3, Nixon's Addition, being a point on the Southern Right-of-way of an alley between Commercial and Blaine Streets, thence Easterly along said Right-of-way as it currently exists crossing Hampton Avenue to the Northeast corner of Lot 25, Grove Hill Addition, being a point on said Right-of-way, thence Southerly along the Eastern line of said Lot 25 corner of Lot 56, Frisco Addition, thence to the Southeast corner of said Lot 25, thence Southeasterly crossing Blaine Street to a point on the Southern Right-of-way of said Street 136.5' M/L Easterly of the Southeast corner of Hampton and Blaine, thence southerly 313' M/L to a point on the Northern Right-of-way of Pacific Street 209' M/L Easterlv of the Northeast corner of Hampton Avenue and Pacific Street, thence Southerly crossing Pacific Street to the Northeast corner of Lot 1, Carrs Addition, thence Southerly along the Eastern line of said Lot 1 to the Southeast corner of said Lot 1, thence Southeasterly crossing an alley between Pacific and Locust Streets as it currently exists to a point on the Southern Right-of-way of said alley 200' M/L Easterly of the Southeast corner of Hampton Avenue and said alley, thence Southerly 169' M/L to a point on the Northern Right-of-way of Locust Street 200' M/L Easterly of the Northeast corner of Hampton Avenue and Locust Street, thence South-southwesterly to a point on the Southern Right-of-way of Locust Street 186.5' M/L Easterly of the Southeast corner of Hampton Avenue and Locust Street, thence Southerly 179' M/L to a point on the Northern Right-of-way of an alley between Locust and Division Streets 186.5' M/L Easterly of the Northeast corner of Hampton Avenue and said alley, thence Westerly along the Northern Right-of-way of said alley as it currently exists 186.5' M/L crossing Hampton and Frisco Avenues to a point on the Eastern line of Lot 3, Block 1, North Springfield Addition 25' M/L Northerly of the Southeast corner of said Lot 3, thence Southerly along the Eastern .line of Lot 3 and 4 of said Block and Addition to the Southeast corner of said Lot 4, thence Westerly along the Southern line of said Lot 4 to the Southwest corner of said Lot 4, thence Westerly crossing Sherman Avenue to the Southeast corner of Lot 4, Block 2 of said Addition, thence Westerly along the Southern line of Lots 4 and 11 of said Block and Addition to the Southwest corner of said Lot 11 being a point on the Eastern Right-of-way of Clay Avenue, thence Northerly along said Right-of-way to the Southeast corner of Clay Avenue and Locust Street, thence Northwesterly to the Northwest corner of Clay Avenue and Locust Street, thence Westerly along the Northern Right-of-way of Locust Street to the Northeast Corner of Summit Avenue and Locust Street, thence Northerly along the Eastern Right-of-way of Summit Avenue crossing Pacific Street to the Northwest corner of Lot 18, Frisco Addition, being the point of beginning, all in Springfield, Greene County, Missouri.

(Location: Area north of Division and south of Commercial and between Summit and National Avenues.)

AND

Beginning at the Southwest corner of Lot 120, Merrimans 2nd Addition Amended, thence Northerly along the Western line of Lots 120 through 140 crossing Webster and Calhoun Streets to the Northwest corner of said Lot 140, thence Northwesterly crossing: Commit Avenue to the Southeast corner of Lot 152 of said Addition, thence Northerly 30' M/L along the Eastern line of said Lot 152, thence Westerly to a point on the Western line of said Lot 152 30' M/L Northerly of the Southwest corner of said Lot 152, thence Northerly along the Western line of Lots 152, 151, 150, 149, and 148 of said Addition to the Northwest corner of said Lot 148, thence North-northwesterly crossing Lynn Street to the Southeast corner of Lot 7, Ozark Land Company Addition, thence Northerly along the Eastern line of Lots 7, 6, 5, 4, 3, 2, and 1 of said Addition to the Northeast corner of said Lot 1, thence Northerly crossing Division Street to the Southwest corner of Lot 6, Block 4, North Springfield Addition, thence Northerly along the

Western line of Lots 6, 5, 4, 3, 2, and 1 of said Block and Addition to the Northwest corner of said Lot 1, thence Easterly along the Northern line of said Lot 1 to the Northeast corner of said Lot 1, thence Southerly along the Eastern line of Lots 1 through 6 of said Block and Addition to the Southeast corner of said Lot 6, thence Easterly cross Summit Avenue to the Southwest corner of Lot 9, Block 3 of said Addition, thence Easterly along the Southern line of said Lot 9 to the Southeast corner of said Lot 9, thence Southeasterly crossing Division Street to the Northwest corner of Lot 48, Merrimans 1st Addition, thence Southerly along the Western line of Lots 48 & 47 of said Addition.to the Northwest corner of Lot 46 of said Addition, thence Easterly along the Northern line of Lots 46, 27, 22 & 3 (of said Addition crossing Clay and Sherman Avenues to the Northeast corner of said Lot 3, thence Northerly 25' M/L to the Northwest corner of Lot 3, Bigelows Addition, thence Easterly along the Northern line of Lots 3, 15, 27, 39 of said Addition crossing Texas and Frisco Avenues to the Northeast corner of said Lot 39, thence Southeasterly crossing an alley , as it currently exists between Frisco and Hampton Avenues to the Northwest corner Lot 25, A. E. Mitchells Addition, thence Easterly along the Northern line of Lots 25 through 27 of said Addition to the Northeast corner of said Lot 27, thence Southerly along the Eastern line of Lots 27 through 35 of said Addition to the Southeast corner of said Lot 35, thence Westerly 190' M/L to the Northeast corner of Lot 1, Catlin's 2nd Addition, thence Westerly along the Northern line of Lots 1, 2 and the East 1O' M/L of Lot 3 of said Addition to the Northwest corner of the East 1O' M/L of Lot 3 of said Addition being the Eastern Right- of-way of Frisco Avenue, thence Westerly crossing Frisco Avenue to the Northeast corner of Lot 21, Catlin's 2nd Addition, thence Westerly along the Northern line of Said Lot 21 to the Northeast corner of said Lot 21, thence Southerly along the Western line of said Lot 21 to the Southwest corner of said Lot 21., thence Southerly crossing Lynn Street to the Southwest corner of Lynn Street and Frisco Avenue, thence Easterly crossing Frisco Avenue to the Southeast corner of Lynn Street and Frisco Avenue being the Northwest corner of Lot 18, Catlin's 2nd Addition, thence Easterly along the Northern line of Lots 18 through 20 to a point 101 Easterly of the Northeast corner of said Lot 20 being a point on a vacated alley adjacent and East of said Lot 20, thence Southerly following a line 10' M/L Easterly of the Eastern line of said Lot 20 to a point 10' Easterly of the Southeast corner of said Lot 20, thence Southerly 10' M/L, thence Westerly 1O' M/L to a point 10' Southerly of the Southeast corner of said Lot 20 being a point on the center line of a vacated alley adjacent and Southerly of said Lot 20, thence Westerly following said center line of vacated alley located 10' M/L Southerly of said Lots 20, 19, & 18 to a point on the Eastern Right-of-way of Frisco Avenue 10' MIL Southerly of said Lot 18, thence Southeasterly crossing Frisco Avenue to the Northeast corner of Block C, Lamblets Addition, thence Southerly along the Eastern line of said Block C to the Southeast corner of said Block C, thence Westerly along the Southern line of said Block C to the Southwest corner of said Block C, thence Northerly along the Western line of said Block C to the Northwest corner of said Block C, thence Northwesterly crossing Texas Avenue to the Southern line of the Northern half of an alley adjacent North of Block A, Lamblets Addition, thence Westerly along the Southern line of the Northern half of said alley to a point on the Eastern line of Lot 26, Merrimans 2nd Addition 25' M/L Southerly of the Northeast corner of said Lot 26, thence Southerly along the Eastern line of Lots 26, 25, 24, 23, 22, 21, 20, 19, 18, 17, 16, It 14 & 13 of said Addition crossing Calhoun Street to the Southeast corner of said Lot 13, thence South-southeasterly crossing Webster Street to the Northwest corner of Lot 6, Block 15, J. Fairbank's Addition, thence Easterly along the Northern line of said Lot 6 to the Northeast corner of said Lot 6, thence Southerly along the Eastern line of Lots 6 & 5 of said Addition to a point 10' M/L Southerly of Northeast corner of said Lot 5, thence Westerly 140' MIL, thence Southerly 50.5' M/L to a point on the Southern line of said Lot 5, thence Westerly 43' M/L to the Southwest corner of said Lot 5, thence Southerly along the Western line of Lots 4, 3, 2, & 1 of said Block and Addition to the Northwest Right-of-way of the Burlington Northern Railroad as it currently exists, thence Southwesterly along the said Right-of-way crossing Sherman Avenue to the Southeast corner of Lot 60, Merrimans 2nd Addition Amended, thence Westerly along the Southern line of said Lot 60 to the Southeast corner of Lot 61, Block A, Merrimans Subdivision, thence Northerly along the Eastern line of Lots 61 through 63 of said Subdivision to a point 10' M/L Northerly of the Southeast corner of said Lot 63, thence Westerly to a point on the Western line of said Lot 63, 10' M/L Northerly of the Southwest corner of said Lot 63, thence Westerly crossing Clay Avenue to the Northwest corner of Lot 117 of said Subdivision, thence Southerly along the Eastern line of Lots 117 and 118 of said Subdivision to the Southeast corner of said Lot 118, thence Westerly along the Southern line of said Lot 118 to the Southeast corner of Lot 120, Merrimans 2nd Addition Amended, thence Westerly along the Southern line of said Lot 120 to the Southwest corner of said Lot 120 being the point of beginning, all in Springfield,

Greene County, Missouri.

(Location: Area south of Division Street and North of Pythian Street between Summit and Hampton Avenues.)

Except for any part of:

All of Lots 152, 153, and 154 in the Amended Plat of M.H. Merriman's Second Addition to the City of Springfield, Greene County, Missouri. All being in Section 13, Township 29, Range 22 (Area C)

AND

A tract of land lying in Section 13, Township 29, Range 22 in the City of Springfield, Greene County, Missouri, more particularly described as follows. Beginning at the Northwest corner of Lot 132 in the Amended Plat of M.H. Merriman's Second Addition, thence Easterly along the South ROW of Webster Street to the Northeast corner of Lot 106 in the Subdivision of Block A of Merriman's Second Addition, thence Southerly along the West ROW of Clay Avenue to the Southeast corner of Lot 118 in the Subdivision of Block A of Merriman's Second Addition, thence continuing Southerly to the. Southwest corner of the intersection of Pythian Street and Clay Avenue, being a point on the North line of Block 9 of J. D. Fairbanks Addition, thence Westerly along the South ROW of Pythian Street to the Northwest corner of Lot 7 of Block 4 of J. D. Fairbanks Addition, thence Northerly to the Southwest corner of Lot 120 in the Amended Plat of M.H. Merriman's Second Addition, thence continuing Northerly along the East ROW of Summit Avenue to the Point of Beginning except for Lots 129, 130, and 131 of M. H. Merriman's Second Add. Amended (Area D).

C. **District Regulations.**

1. *General Provisions.* Notwithstanding any other provisions of the Springfield City Code to the contrary, the following regulations shall govern and control the use and development of land throughout Urban Conservation District No. 3, known as the Mid-Town Urban Conservation District. Unless otherwise stated herein, the requirements of the applicable underlying zoning district, the Zoning Ordinance, and any other provision of the Springfield City Code shall be applicable to all properties within the Mid-Town Urban Conservation District.

2. *Definitions.*
   a. The following definition shall apply to Urban Conservation District No. 3, the Mid-Town Urban Conservation District:

      University Student Housing. A dwelling or dwellings, owned and operated by a university and located on a lot(s); each dwelling containing one or more dwelling units each of which is totally separated from the others.

   b. The following definitions shall apply to Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area B:

      Floor Area, Gross. The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of exterior walls, or from the centerline of a wall separating two buildings but not including parking or loading spaces for motor vehicles. The gross floor area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, lobbies or mall areas, whether closed or enclosed and shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

      Guest. Persons who are visiting Drury University on a temporary basis and who are:
      (1) alumni of Drury University;
      (2) faculty;
      (3) staff;

(4) consultants;
(5) friends of faculty or staff; or
(6) persons with an interest in the development or growth of Drury University and their immediate families.

Guest may also include no more than 2 non-Greene County resident students for no more than a total of 7 days in any one academic year when other student housing is temporarily unavailable. Guests do not include other people who are enrolled in any class, seminar, camp or other similar learning experience or function of the college regardless of duration.

3. *Permitted and Conditional Uses.* The underlying zoning districts shall govern all permitted and conditional uses in the Mid-Town Urban Conservation District unless otherwise stated within Sections 4, 5, and 6 of this ordinance.

4. *Non-conforming Uses.* Any existing use in the Mid-Town Urban Conservation District non-conforming under General Ordinance Number 4040 shall have been registered with the Director of Building Development Services by June 1, 1990, or shall otherwise be presumed to be illegal. All non-conforming uses shall adhere to Section 36-1.06.B.

5. *Parking.*
   a. *Off-Street Parking Requirements.* All users shall adhere to the off-street parking requirements in Section 36-7.04 with the exception that no less than three off-street parking spaces shall be provided for each duplex.
   b. *Parking Lot Landscaping.* Parking lots shall be landscaped according to the standards of Section 36-7.05 with the exception that interior landscaping requirements shall apply to parking lots of 20 or more spaces. This provision is applicable to new parking lots or an expansion of an existing parking lot that results in a parking lot that contains 20 or more spaces. Landscaping provisions shall only apply to the expanded portion of existing parking lots.

6. *Site Plan Review.*
   a. Review and approval of a site plan by the ARC shall be required for any new use or a conversion except single-family uses in a single-family dwelling. Notice of any meeting at which such site plan shall be reviewed shall be given to the Mid-Town Neighborhood Association President and representatives of such Association shall be permitted to provide comment on any such site plan prior to any action to approve such site plan by the committee.
   b. Site plans shall be reviewed for their conformity with the following review criteria:
      (1) All fire, health, building, plumbing, and electrical requirements of the City of Springfield are met.
      (2) The proposed site plan does not interfere with easements, roadways, rail lines, utilities, and public or private right-of-way.
      (3) The proposed site plan is not injurious or detrimental to the use and enjoyment of surrounding property.
      (4) The circulation elements of the proposed site plan do not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.
      (5) The proposed site plan will not result in a large increase in traffic through the residential neighborhood.
      (6) The screening of the site provides adequate shielding for nearby uses which may be incompatible with the proposed use.
      (7) The proposed structures or landscaping do not lack amenity in relation to, or are not incompatible with, nearby structures and uses.
      (8) The proposed site plan does not create drainage or erosion problems on or off the site.
      (9) Efforts are made to preserve existing trees on the development site.
      (10) For non-residential developments in proximity to existing residential developments, the following design considerations should be addressed:
         (a) Structures are constructed using materials, surface textures, and colors

similar in nature to surrounding residential development.
(b) Roofs are peaked with the same slope as typical surrounding residential development.
(c) Consideration is given to the scale, orientation, and proportion of surrounding development.

c. Projects whose site plans fail to comply with the criteria, or which will have an adverse impact on the area, shall not be issued a building or occupancy permit until the adverse conditions are mitigated.

D. **Area A Regulations.**

1. *Applicability.* In addition to the district regulations set forth in Section 3 of this Ordinance, the following regulations shall govern and control the use and development of land in Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area A.

2. *Permitted Uses.*
a. Single-family detached, duplex, and single-family semi-detached dwellings.
b. Accessory apartments in owner-occupied single-family detached dwellings, in accordance with Section 36-4.04.C.
c. Accessory uses, as permitted by Section 36-4.04.
d. Churches and other places of worship, including parish houses and Sunday schools, but excluding emergency shelters and temporary outdoor revivals, on a minimum of 2 acres of land, to provide sufficient land area for off-street parking, buffer yards, and proper site design to lessen the impact on adjoining residential neighborhoods.
e. Day care homes in accordance with Chapter 38, Article IX, Springfield City Code.
f. Group homes, custodial.
g. Home occupation uses, as permitted by Section 36-4.04.D.
h. Public and private parks, playgrounds.
i. Temporary uses, as permitted by Section 36-4.03.
j. Non-commercial, not-for-profit residential neighborhood facilities, including indoor and outdoor recreational facilities, community centers, offices of property owners' associations, and maintenance facilities operated by a neighborhood or community organization or a property owners' association.
k. Transitional housing.

3. *Conditional Uses.* The following conditional uses may be permitted, provided they meet the provisions of, and a conditional use permit (CUP) is issued pursuant to Section 36-2.04:
a. The following uses, provided the existing structure is preserved and was built before January 1, 1940:
(1) Offices, administrative, business, financial, and professional.
(2) Art galleries, libraries, and museums.
(3) Studios for art, dancing, music, photography, interior decorating, or similar course of study.
(4) Day care centers in accordance with Chapter 38, Article IX, Springfield City Code.
(5) Antique shops.
(6) Book or stationery stores.
(7) Clothing boutiques or ready-to-wear shops.
(8) Dry goods or notions stores.
(9) Florists or gift shops.
(10) Tailors.
(11) Bed and breakfast inns.
b. The following uses, provided the use is located on property zoned R-MX2:
(1) University student housing.

(2) Multi-family dwellings.

4. *Refuse Storage.* In addition to the standards of Section 36-8.04, refuse storage shall adhere to the following:
   a. Waste cans, dumpster units, or other forms of litter control and refuse disposal devises approved for use in the City of Springfield shall be placed on the site in a location where they are least visible from a public right-of-way, other than alleys. Each litter control or refuse device shall be enclosed so that no part of the device shall be visible from public right-of-way (except alleys) or from adjoining properties.

5. *Signs.* All signage shall meet the standards of Article 9 unless otherwise modified herein:
   a. *Size.* A maximum of 16 square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed 16 square feet. A single-sided detached sign shall not exceed 16 square feet.
   b. *Height.* No detached sign shall exceed a height of 5 feet above the ground area upon which it is located.
   c. *Location.* Wall signs shall be attached in a manner and in a location which does not obscure significant architectural features of the structure.
   d. *Sign Types.* Only on-premises signs are allowed in Area A.

E. **Area B Regulations.**

1. *Applicability.* In addition to the district regulations set forth in Section 3 of this Ordinance, the following regulations shall govern and control the use and development of land in Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area B.

2. *Permitted Uses.*
   a. Administrative and faculty offices.
   b. Classrooms.
   c. Meeting rooms.
   d. Galleries and studios.
   e. Religious services.
   f. Social activities.
   g. Parking as an accessory use to other permitted uses.
   h. The existing house may be used as housing for guests, not students, of the College.
   i. Churches.

3. *Use Limitations.*
   a. All activities or permitted uses, except vehicle parking, shall be conducted within a completely enclosed building.
   b. Screening and fencing shall be provided in accordance with Section 36-8.04.
   c. The existing house is a contributing structure in the Mid-Town National Register Historic District. Exterior modifications to it shall meet the Secretary of Interior's standards for historic preservation.
   d. Hours of operation for classes shall be from 7:00 A.M. until 8:00 P.M.
   e. A resident manager shall be provided for the guest house.

4. *Intensity of Development.* The maximum amount of gross floor area shall not exceed what exists at the time of the passage of this Ordinance as shown on Exhibit 1.

5. *Bulk, Area, and Height Requirements.* All structures, drives, parking, open space, and pedestrian facilities shall be situated in conformance with their locations at the time of

passage of this amendment. There shall be no reductions in the amount of open space that is shown on Exhibit 1.

6. *Access to Public Thoroughfares.* Access to the adjoining public thoroughfares shall be situated in conformance with Exhibit 1.

7. *Off-Street Parking.*
   a. No additional parking is required, and the number of existing parking spaces shall not be reduced to below what exists at the passage of this Ordinance. It is the intent of this Ordinance that any additional parking required for this property shall be provided by Drury University's other parking facilities.
   b. Parking shall be restricted by permit issued by Drury University and shall be limited to those in attendance at activities on this property permitted by this Ordinance. Parking for the guest house shall be limited to those spaces north of that building.

8. *Signs.* All signage shall meet the standards of Article 9 unless otherwise modified herein:
   a. Drury University is permitted one freestanding site identification sign. Maximum effective area is 50 square feet and maximum height is 8 feet above finished grade.

9. *Refuse Storage.* In addition to the standards of Section 36-8.04, refuse storage shall adhere to the following:
   a. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices shall be placed where they are least visible from a public street or adjoining properties. Screening of these devices, in the form of sight-proof fence or wall shall be provided. These devices may not occupy the parking spaces required by this exhibit.

10. *Exterior Lighting.* All exterior lighting shall meet the standards of Section 36-8.07, and the developers shall submit a lighting plan with the final development plan demonstrating compliance with said section.

11. *Amendments.* Amendments to Area B's final development plan are not permitted more often than once every 60 months. In addition to the requirements of Section 36-2.01, written notice of any proposed amendment shall be provided by first class mail at the cost of the property owner for each record owner of all property within 1,000 feet of the property within this Area.

12. *Final Development Plan.*
   a. No building or other permits may be issued for development permitted in Area B until the final development plan has been approved in the manner described in this subsection.
   b. A final development plan showing conformance with the requirements of this section shall be submitted to the Department of Planning and Development and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any uses or improvements permitted or required by this exhibit.
   c. The Administrative Review Committee (ARC) is hereby authorized to, acting jointly, approve the final development plan(s) provided such plan substantially conforms to the provisions of this Ordinance.
   d. The ARC is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

e. Any uses with the Area other than those specifically prescribed by the Ordinance.
f. Any increase in the intensity of use permitted within the Area.
g. Any deviation from the height and setback standards prescribed by the Ordinance.
h. Any reduction in the required parking prescribed by the Ordinance.

F. **Area C Regulations.**

1. *Applicability.* In addition to the district regulations set forth in Section 3 of this Ordinance, the following regulations shall govern and control the use and development of land in Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area C:

2. *Permitted Uses.*
   a. University student housing.
   b. Single-family detached dwellings.

3. *Design Considerations.* Design of the residential structures in this area shall be of a scale consistent with single-family development in the neighborhood. Large apartment buildings are inappropriate. Development of this area shall consist of detached structures with one or more dwelling units per structure, not to exceed the overall permitted density of the underlying zoning district.

G. **Area D Regulations.**

1. *Applicability.* In addition to the district regulations set forth in Section 3 of this Ordinance, the following regulations shall govern and control the use and development of land in Urban Conservation District No. 3, the Mid-Town Urban Conservation District, Area D:

2. *Access.* Vehicular access to parcel(s) in Area D shall be limited Summit Avenue. Vehicular access to said parcels shall not be permitted from Clay Avenue or Webster Street. The standards in this subsection are not applicable to any parcels that are developed for single-family use and have frontage on Clay Avenue or Webster Street.

3. *Buffer Yards.*
   a. Parcels abutting Clay Avenue and separated from a single-family use or zoning district by a street right-of-way shall, at a minimum, adhere to the standards of Buffer yard Type III as established in Section 36-8.04. The buffer yard shall be installed when a building permit is issued for said parcel(s).
   b. Parcels abutting Webster Street and separated from a single-family use or zoning district by a street right-of-way shall, at a minimum, adhere to the standards of Bufferyard Type II as established in Section 36-8.04. The bufferyard shall be installed when a building permit issued for said parcel(s).
   c. The standards in this subsection are not applicable to any parcels that are developed for single-family use.

H. **Exhibits.**

Table 10-1: Mid-Town UCD Summary of Ordinances

G.O. #	*Date*	*Subject*
4040	06/05/89	Created Urban Conservation District #3, the Mid-Town Urban Conservation District
4060	07/31/89	Designated Area B and enacted regulations allowing accessory apartments in Area B.
4762	12/15/97	Designated Area C and enacted special regulations for the use and development of land in Area C.
5216	09/23/02	Repeals all previous ordinances and enacts a new Urban Conservation District #3, the Mid-Town Urban Conservation District including sub-areas A, B, C, D, and E.

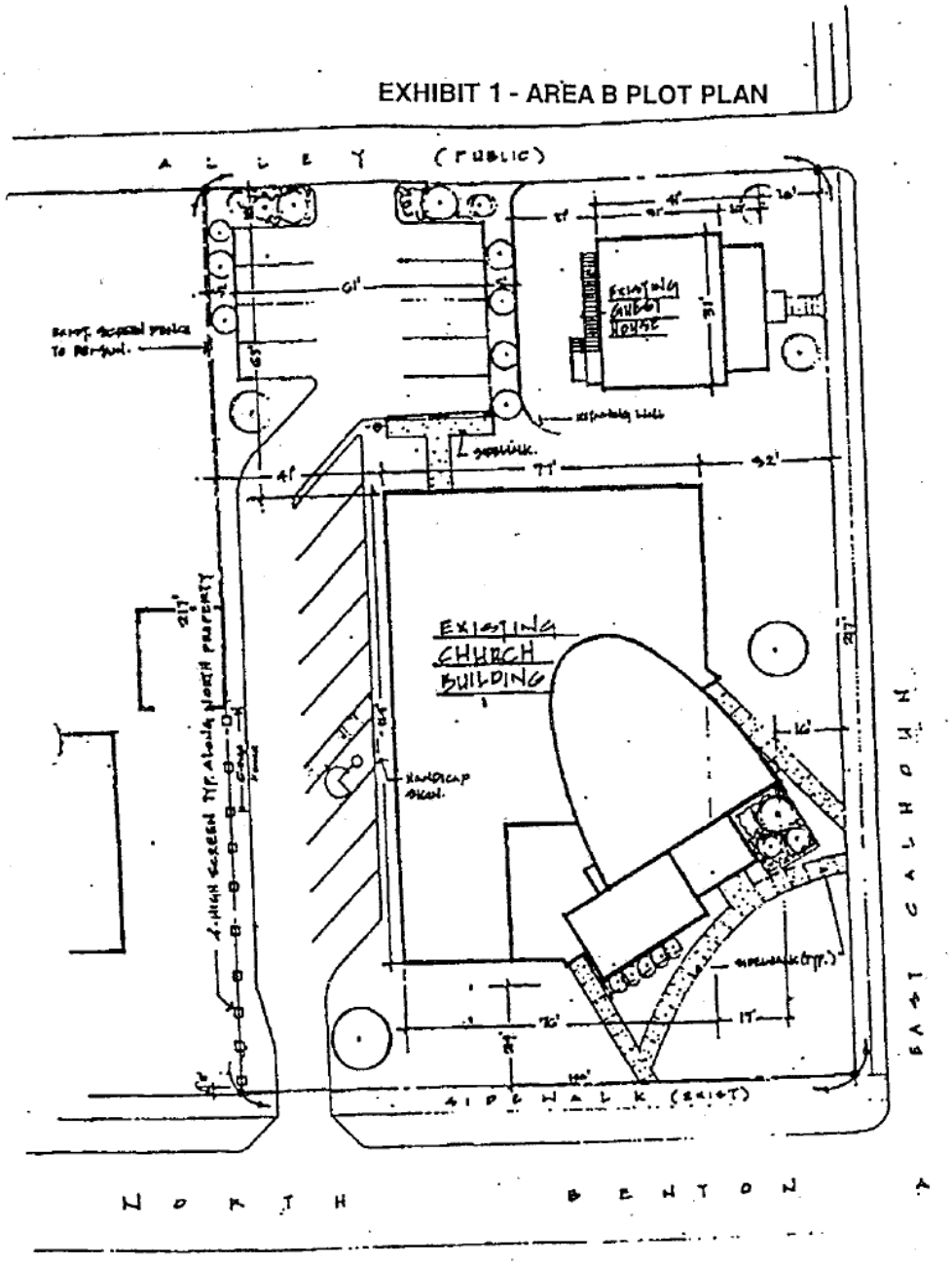


EXHIBIT 1 - AREA B PLOT PLAN
ALLEY (PUBLIC)
EXISTING CHURCH BUILDING
EAST CALHOUN
NORTH BENTON AVE
PLOT PLAN
NORTH

17

Zoning & Subdivision Report

Planning & Development - 417/864-1611
840 Boonville Avenue - Springfield, Missouri 65801

Zoning Case Z-19-2002 (Amending Mid-Town Urban Conservation District)

Location: 2-1100 blocks E. Chestnut Expressway and Commercial, 8-1700 blocks N. Boonville and National

Existing Zoning: UCD #3

LOCATION SKETCH

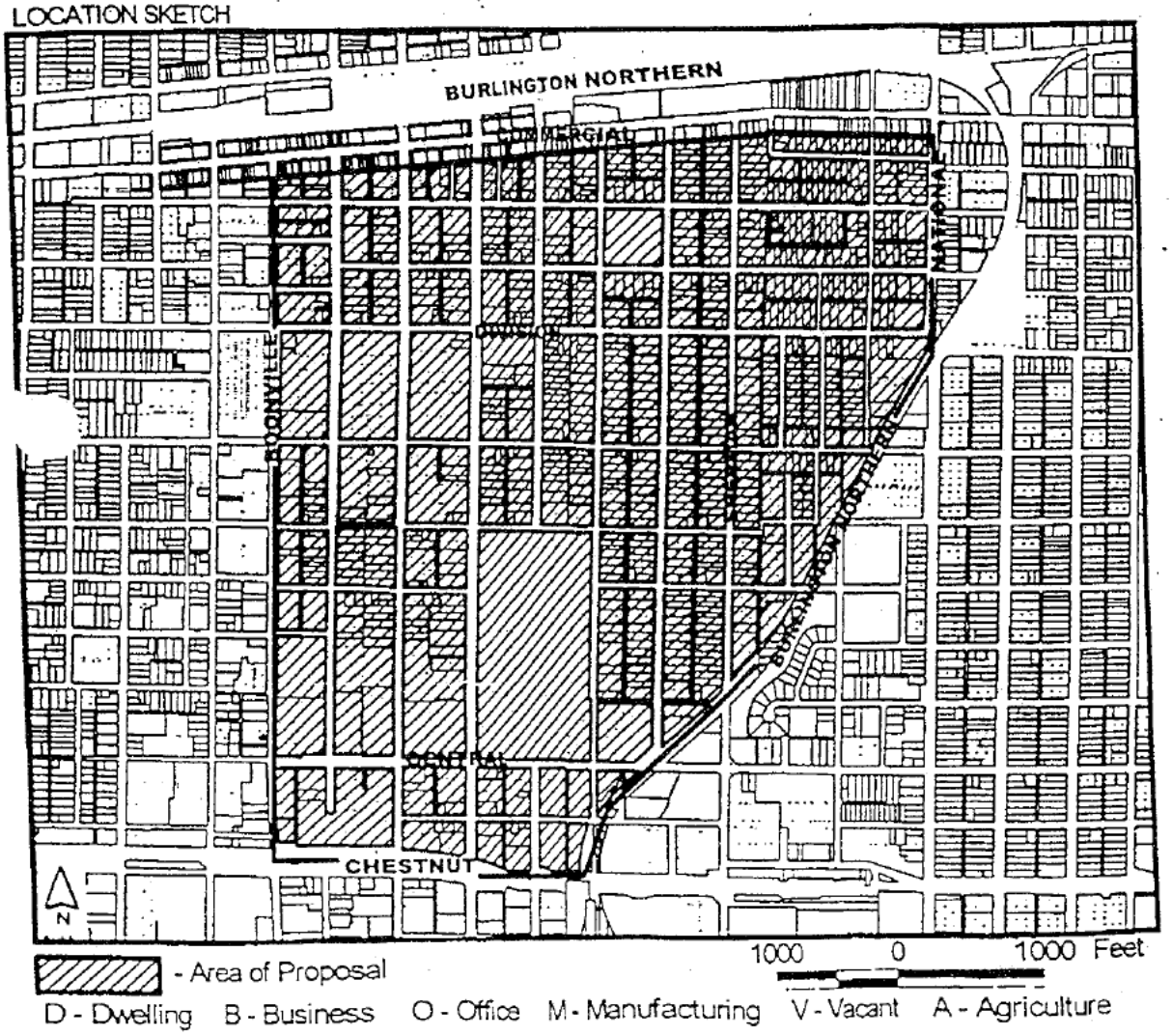


Exhibit 2
Z-19-2002
Mid-Town UCD
Sub Areas
N
Parcels
Lot Lines
Sub Areas
UCD 3 A
UCD 3 B
UCD 3 C
UCD 3 D
UCD 3 E
A
B
C
D
E
Drury
University
Planning & Development Department
City of Springfield, Missouri
36

36-10.04 Phelps Grove Urban Conservation District

The following described property is designated as Urban Conservation District No. 4, to be known as the Phelps Grove Urban Conservation District, which district shall be subject to the provisions set forth in Section 4-2300, Urban Conservation District, of the Land Development Code, and the regulations set forth herein; said district shall be shown on the District maps and is described as follows:

A. **Phelps Grove Urban Conservation District Legal Description.**

Part of Section 25, Township 29 North, Range 22 West, in the City of Springfield, Greene County, Missouri described as follows:

All of Waverly Place Addition except Block A and Lots 8, 10, 11, 12, 13, 14, and 15 of Block B; All of Normal Park Addition except Block 1, and Lots 9 and 1o of Block 4; All of Roanoke Subdivision; All of Morningside Subdivision; All of Marlborough Subdivision; All of Amended Plat of Jefferson Place Subdivision; All of Blocks A, B, C, D, and E of Phelps Park Terraces; All of Plot A, all of Plot C, and all of Lots 9 through 14 and Lot 18 of Phelps Grove Park Subdivision; And all of Colonial Place Addition. AND ALSO, Beginning 562 feet South of the Northeast Corner of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of Section 25, Township 29, Range 22; thence South 132 feet to the Northeast corner of Lot 1 in Block "D" of Waverly Place Addition, thence West 330 feet along the north line of said Block "D" to a point 23 feet west of the Northwest corner of Lot 10 of said Block "D", thence North 132 feet, thence East 330 feet to the. point of beginning.

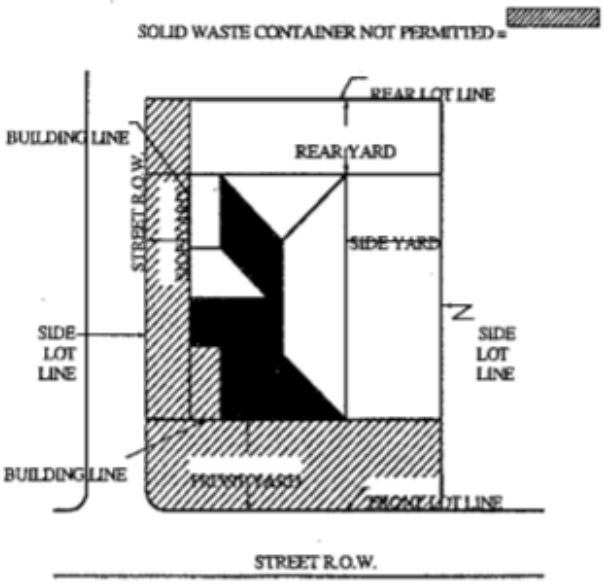
B. **District Regulations.** Notwithstanding any other provision of the Springfield City Code to the contrary, the following regulations shall govern and control the use and development of land throughout Urban Conservation District No. 4, known as the Phelps Grove Urban Conservation District. Unless otherwise stated herein, the requirements of the applicable underlying zoning district, the Zoning Ordinance, and any other provision of the Springfield City Code shall be applicable to all properties within the Phelps Grove Urban Conservation District.

1. *Renting Sleeping Rooms and Serving Meals.* Renting sleeping rooms and serving meals to not more than two persons not members of the family owning and occupying the dwelling unit, provided one off-street parking space is provided for each person, is a permitted home occupation.

2. *Accessory Apartments.* Accessory apartments are prohibited.

3. *Solid Waste Containers.*
   a. Solid waste containers shall not be placed at the curb earlier than the evening preceding collection and shall be removed within 24 hours after being placed at the curb. The person placing the solid waste container and/or the owner of the property where the contents have been generated shall be responsible for any violation of this subsection.
   b. Solid waste containers, unless placed at the curb for collection in accordance with subsection 2.C.1, are prohibited from the front yard (Figure 1).
   c. Solid waste containers, unless placed at the curb for collection in accordance with subsection 2.C.1, or visually screened by a solid fence or wall not less than the height of the solid waste container, are prohibited from the following additional portions of a lot or tract of land (Figure 1):
      (1) Any portion of a lot between the street and a side building line, and extending from the front yard to the rear lot line.
      (2) Any portion of a lot located between a front yard, a side yard adjacent to a street, and a recessed portion of a building facade.

Figure 10-2 Solid Waste Containers



4. *Non-Conforming Lots of Record. In* the R-SF, Single-Family Residential District, notwithstanding the regulations imposed by any other provision of this article, a single-family detached dwelling which complies with the restrictions in Section 36-1.06.E may be erected on a lot that:
   a. Is shown by a recorded plat or deed to have been created prior to December 5, 1956, when the creation of a lot of such dimension at such location would not have been prohibited by article; and
   b. Fronts on a local or collector street or can be provided with vehicular access via an alley or an access easement; and
   c. Is not less than 40 feet in width and that consists entirely of a tract of land, or an existing single-family dwelling sited on a tract of land less than 40 feet in width, may be replaced per the non-conforming Section 36-1.06. Off-street parking shall not be required when on-street parking is available within 200 feet of the subject property on a street with a minimum pavement width of 24 feet.

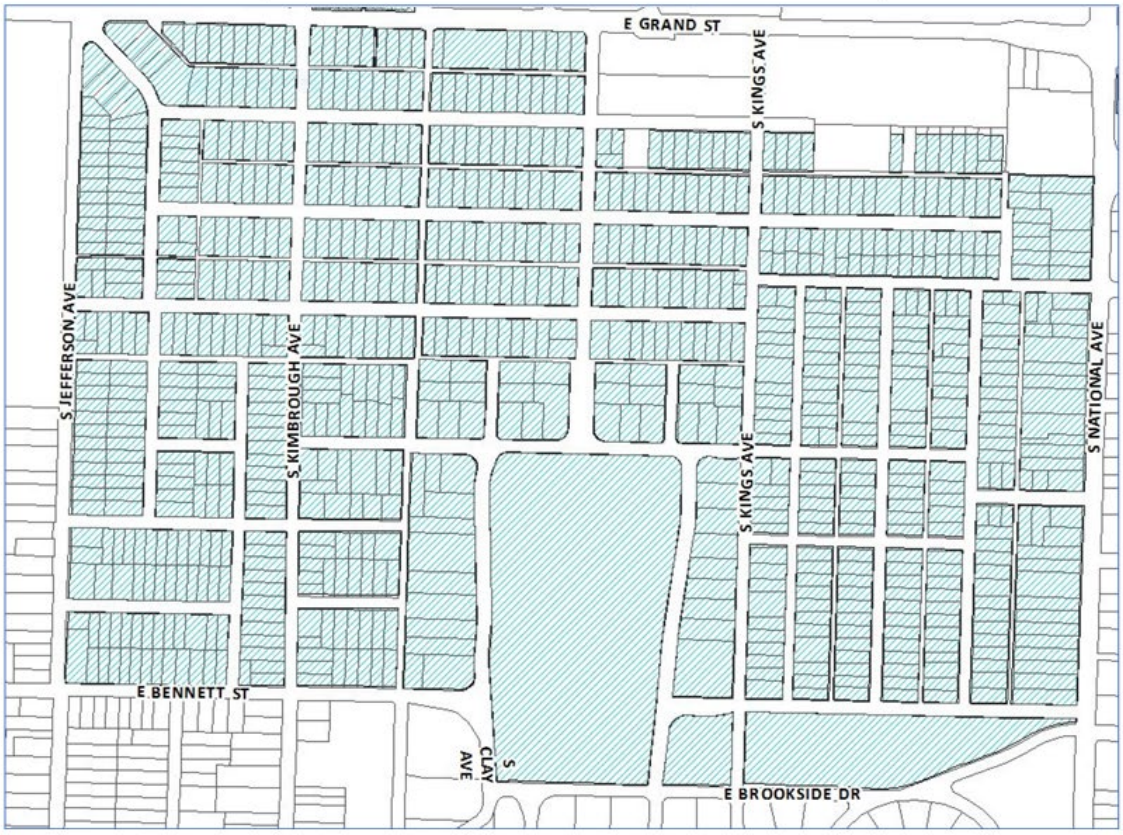
5. *Enforcement.* Any person who shall occupy a premises as lessee or licensed operator shall be jointly and severally responsible for compliance with the provisions of this Ordinance in the same manner as the owner.

C. **Exhibits.**

Table 10-2: Phelps UCD Summary of Ordinances

G.O. #	Date	Subject
4679	03/03/97	Created Urban Conservation District #4, the Phelps Grove Urban Conservation District.
5082	05/29/01	Repealed G.O. #4679. Revised the Urban Conservation District to conform with City Code.
6517	04/22/19	Replaced G.O. #5082. Amended the Urban Conservation District to create a new subsection D, regarding minimum lot width for non-conforming lots of record.

Phelps Grove Urban Conservation District



36-10.05 Rountree Urban Conservation District

The property described in this section is designated as Urban Conservation District No. 2. Urban Conservation District No. 2 shall also be known as and depicted on maps as the Rountree Urban Conservation District. Property in the Rountree Urban Conservation District shall be subject to the provisions herein and in Section 36-403, Urban Conservation District, of the Springfield Land Development Code. The Rountree Urban Conservation District is described as follows:

A. **Rountree Urban Conservation District Legal Description.** Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of the north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of the east line of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right- of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of-way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 15 of Block 1 in said Chamberlain's Addition; thence north to the southwest corner Lot 9 of Block 1 in said Chamberlain's Addition; thence north 100.0 feet along the west line of said Lot 9; thence east to the east line of Lot 7 of Block 1 in said Chamberlain's Addition, to a point 100.0 feet north of the southeast corner of said Lot 7, being on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition; thence east to the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence northeasterly, perpendicular from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, said point being the westerly extension of the north line of Lot 7 in Arlington Heights, as recorded; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west half of Lot 3 in said Arlington Heights; thence south along the east line of the west half of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and Lot 35 to a point 10.0 feet east of the west line of said Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the

east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of-way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right- of-way line of Cherry Street; thence west along said south right-of-way line to the northeast corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of-way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in said Burk's Subdivision being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the northerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the southerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right- of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as

recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west along the south line of Lot 4 and 12 in said Home Place Addition to the southwest corner of said Lot 12, being on the east right-of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west along the south line of said Lot 13 and Lots 1 through 6 of Block 1 in said Sanford Place to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

B. The following subareas are hereby established within the Rountree Urban Conservation District, to be known as Subareas A, B, C, D, E, and F. These subareas are described as follows:

1. *Subarea A.* Beginning at the northwest corner of Lot 5 in O.H. Mitchell's Addition, as recorded, being on the east right-of-way line of National Avenue; thence east along the north line of Lots 5 through 9 in said O.H. Mitchell's Addition and its easterly extension, to a point 4.5 feet east of the northeast corner of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 4.5 feet east of the southeast corner of said Lot 9 in O.H. Mitchell's Addition, being on the north right-of-way line of Elm Street; thence south to the northeast corner of Lot 9 in Elmwood Ralph Walkers Subdivision as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of Elmwood Ralph Walkers Subdivision to the southeast corner of Lot 8 in said Elmwood Ralph Walkers Subdivision, being on the north right-of-way line of Cherry Street; thence southeasterly to the northeast corner of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of Lot 12 in George M. Jones 1st Addition, as recorded, being on the south right-of-way line of Cherry Street; thence south along the east line of the west 86.3 feet of the east 345.2 feet of the north 208.33 feet of said Lot 12 in George M. Jones 1st Addition to the north line of Lot 3 in Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point 3.75 feet west of the northeast corner of Lot 1 in said Noland Subdivision; thence south to a point 3.75 feet west of the southeast corner of said Lot 1, being on the north right-of-way line of Harrison Street; thence west along said north right-of-way line of Harrison Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

   And also the following;

   Beginning at a point 80.0 feet east of the northwest corner of Lot 8 in George M. Jones 1st Addition, as recorded, being on the east right-of-way line of National

Avenue, and the south right-of-way line of Page Street; thence east along said south right-of-way line of Page Street, to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point on the north line of the south 208.33 feet of said Lot 8; thence west along said north line to a point 456.0 feet west of the east right-of-way line of National Avenue; thence south to a point 456.0 feet west of the west right-of-way line of National Avenue on the north right-of-way line of Belmont Street; thence southwesterly to the northeast corner of Lot 12 in Normal View Place, as recorded, being on the south right-of-way line of Belmont Street; thence south along the east line of said Lot 12 to the southeast corner of said Lot 12; thence south to the northeast corner of Lot 17 in said Normal View Place; thence east along the easterly extension of the north line of said Lot 17 to a point on the west line of Lot 21 in said Normal View Place; thence south along the west line of said Lot 21 and Lot 20 in said Normal View Place, to the northwest corner of Lot 19 in said Normal View Place; thence east along the north line of said Lot 19 to the northeast corner of the west 49.83 feet of said Lot 19; thence south to a point 49.83 feet east of the southwest corner of Lot 18 in said Normal View Place, on the north right-of-way line of Grand Street; thence westerly along said north right-of-way line of Grand Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

2. *Subarea B.* Beginning at the northwest corner of Lot 1 in Wells Place, as recorded, being on the east right-of- way line of National Avenue, and the south right-of-way line of Harrison Street; thence east along said south right-of-way line of Harrison Street, to the northeast corner of said Lot 1 in Wells Place; thence south along the east line of Lots 1 through 8 in said Wells Place to the southeast corner of said Lot 8, also being the northeast corner of Lot 1 in Lena V. Taylor Addition, as recorded; thence south along the east line of Lots 1 through 4 in said Lena V. Taylor Addition to the southeast corner of said Lot 4, also being the northeast corner of Lot 1 in Madison Place, as recorded; thence south along the east line of Lots 1 through 4 in said Madison Place to the southeast corner of said Lot 4, being on the north right-of-way line of Madison Street; thence south to the northeast corner of Lot 1 in Andrus Place, as recorded, being on the south right-of-way line of Madison Street; thence south along the east line of Lots 1 through 6 in said Andrus Place to the southeast corner of said Lot 6, also being the northwest corner of Lot 10 in said Andrus Place; thence east along the north line of said Lot 10 to the northeast corner of said Lot 10, being on the west right-of-way line of McCann Avenue; thence south along said west right-of-way line to the southeast corner of Lot 9 in said Andrus Place, being on the north right-of-way line of Page Street; thence west along said north right-of-way line of Page Street to the east right-of-way line of National Avenue; thence north along said east right-of-way line of National Avenue to the point of beginning.

3. *Subarea C.* Beginning at the northwest corner of Lot 20 of Block 1 in Chamberlain's Addition, as recorded, being on the east right-of-way line of Fremont Avenue; thence east along the north line of Lots 20 through 25 of Block 1 in said Chamberlain's Addition, to the northeast corner of said Lot 25, being on the westerly right-of-way line of the Burlington Northern and Santa-Fe Railway Company; thence perpendicular, northeasterly from said westerly right-of-way line a distance of 25.0 feet; thence southeasterly, parallel with said westerly right-of-way line, a distance of 140.0 feet; thence southwest 25.0 feet perpendicular to said westerly right-of-way line; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right-of-way line, to a point on the west right-of-way

line of Weller Avenue, said point being the northeast corner of Lot 1 of Block 2 in Pickwick Place, as recorded; thence south along said west right-of-way line of Weller Avenue, to the southeast corner of Lot 2 of Block 2 in said Pickwick Place; thence west along the south line of said Lot 2 to the centerline of the alley vacated in Book 29 at Page 491 in said Block 2 ; thence south along the centerline of said vacated alley to the intersection of the easterly extension of the south line of Lot 18 of Block 2 in said Pickwick Place; thence west along said south line of said Lot 18 of Block 2 and its easterly extension, to the southwest corner of Lot 6 of Block 3 in said Pickwick Place; thence north along the west line of Lots 6, 5, and 4 of Block 3 in said Pickwick Place, to the northwest corner of said Lot 4; thence west to the southeast corner of Lot 15 of Block 3 in Pickwick Place; thence west along the south line of said Lot 15 to the southwest corner of said Lot 15, on the east right-of-way line of Fremont Avenue; thence north along the east right-of-way line of Fremont Avenue to the northwest corner of Lot 13 of Block 3 in said Pickwick Place, on the south right-of-way line of Cherry Street; thence northwesterly to the southwest corner of Lot 12 of Block 2 in Chamberlain's Addition, being on the north right-of-way line of Cherry Street; thence north along the west line of said Block 2 in said Chamberlain's Addition to the northwest corner of Lot 14 in said Chamberlain's Addition, being on the south right-of-way line of Elm Street; thence northeasterly to the southwest corner of Lot 20 of Block 1 in said Chamberlain's Addition, on the north right-of-way line of Elm Street and the east right-of-way line of Fremont Avenue; thence north along said east right-of-way line to the point of beginning.

4. *Subarea D.* Beginning at a point 4.5 feet east of the southeast corner of Lot 9 in O.H. Mitchell's Addition, as recorded, being on the north right-of-way line of Elm Street; thence north along a line 4.5 feet east of the east line of said Lot 9 to a point 170.5 feet north of said north right-of-way line of Elm Street; thence east along a line 170.5 feet north of said north right-of-way line of Elm Street to a point 104.5 feet east of said Lot 9 in O.H. Mitchell's Addition; thence south to a point 160.0 feet north of said north right-of-way line of Elm Street; thence east along a line 160.0 feet north of said north right-of- way line of Elm Street, to a point 68.0 feet west of the west line of Lot 13 of Block 1 in Chamberlain's Addition, as recorded; thence north to a point 244.5 feet north of said north right-of-way line of Elm Street; thence east 68 feet to the east line of Lot 12 of Block 1 in said Chamberlain's Addition; thence south along the west line of said Block 1 in Chamberlain's Addition, to the northwest corner of Lot 13 of Block 1 in said Chamberlain's Addition being on the south line of an alley; thence east along the south line of said alley to the northeast corner of Lot 18 of Block 1 in said Chamberlain's Addition, on the west right-of-way line of Fremont Avenue; thence south along said west right-of-way line to the southeast corner of said Lot 18, on the north right-of-way line of Elm Street; thence southeasterly to the northeast corner of Lot 1 in the Amended Plat of Walkers Second Subdivision, as recorded, being on the south right-of-way line of Elm Street; thence south along the east line of said Amended Plat of Walkers Second Subdivision to the southeast corner of Lot 14 in said Amended Plat of Walkers Second Subdivision, being on the north right-of-way line of Cherry Street; thence southwesterly to the intersection of the south right-of-way line of Cherry Street and the west right-of-way line of Fremont Street; thence south along said west right-of-way line of Fremont Avenue to the northeast corner of Lot 23 in Zobeth, as recorded; thence west along the north line of Lots 23 through 11 and its westerly extension to a point 11.25 feet west of the northwest corner of said Lot 11 in Zobeth, being on the east right-of-way line of Kickapoo Avenue; thence northwesterly to a point 164.0 feet south of the north line of Lot 12 in George M. Jones First Addition, as recorded, being on the west right-of-way line of Kickapoo Avenue; thence west along the south line of the north 164.0 feet of said Lot 12 to a

point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence south to a point 184.0 feet south of the north line of said Lot 12; thence west along the south line of the north 184.0 feet of said Lot 12 to a point on the west line of the west 200.0 feet of said Lot 12; thence south to the northeast corner of Noland Subdivision, as recorded; thence west along the north line of said Noland Subdivision, to a point on the west line of the east 259.9 feet of the north 208.33 feet of said Lot 12 in George M. Jones First Addition; thence north to a point 259.9 feet west of the north east corner of said Lot 12 in George M. Jones First Addition, being on the south right-of-way line of Cherry Street; thence northwesterly to the southeast corner of Lot 8 in Elmwood Ralph Walkers Subdivision, as recorded, being on the north right-of-way line of Cherry Street; thence north along the east side of said Elmwood Ralph Walkers Subdivision to the northeast corner of Lot 9 in said Elmwood Ralph Walkers Subdivision, being on the south right-of- way line of Elm Street; thence north to the point of beginning.

5. *Subarea E.* Beginning at the northwest corner of Lot 16 of Block 3 in Pickwick Place, as recorded, on the east right-of-way line of Fremont Avenue; thence east along the north line of said Lot 16 and its easterly extension to the northwest corner of Lot 4 of Block 3 in said Pickwick Place; thence south along the west line of Lots 4, 5 and 6 of said Block 3 to the northwest corner of Lot 7 of said Block 3; thence east along the north line of said Lot 7 and the north line of Lot 19 of Block 2 in said Pickwick Place and its easterly extension to the centerline of an alley vacated in Book 29 at Page 491 in said Block 2; thence north along said centerline to the westerly extension of the south line of Lot 2 of said Block 2; thence east along said westerly extension and south line of Lot 2 to the southeast corner of said Lot 2, on the west right-of-way line of Weller Avenue; thence northeasterly to the intersection of the west line of Lot 14 of Block 1 in said Pickwick Place and the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company, being on the east right-of-way line of Weller Avenue; thence southeasterly, along said westerly right-of-way line to the intersection with the north line of the south 150.0 feet of the east 50.0 feet of Lot 7 of Block 1 in Philips' Addition, as recorded; thence west along said north line to a point on the west line of the east 50.0 feet of said Lot 7; thence south along said west line to a point 50.0 feet west of the southeast corner of said Lot 7, on the north right-of-way line of Monroe Terrace; thence southeasterly to a point 30.0 feet west of the northeast corner of Lot 19 of Block 2 in said Philips' Addition, on the south right-of-way line of Monroe Terrace; thence south to a point 30.0 feet west of the southeast corner of said Lot 19; thence west along the south line of said Lot 19 to a point 20.0 feet east of the northwest corner of Lot 7 of Block 2 in said Philips' Addition; thence south to a point 20.0 feet east of the southwest corner of said Lot 7, on the north right-of-way line of Madison Street; thence southeasterly to the northeast corner of Lot 5 in Rollston-Luster Place, on the south right-of-way line of Madison Street; thence south along the east line of said Lot 5 to the southeast corner of said Lot 5; thence west along the south line of said Lot 5 to a point 250.0 feet east of the east right-of-way line of Delaware Street; thence south to a point to a point 250.0 feet east of the east right-of-way line of Delaware Street on the north right-of-way line of Page Street, a private street; thence southeasterly to a point on the south right-of-way line of Page Street, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence south to a point on the north side of a 15.0 foot alley as shown on First Addition to Parkhazel Addition, being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence southwesterly, to the northwest corner of Lot 117 in said First Addition to Parkhazel Addition, on the south side of said 15.0 foot alley; thence south along the west line of said Lot 117 to the southwest corner of said Lot 117, on the north right-of-way line of Lombard Street: thence southeasterly to the northeast corner of

Lot 24 in Parkhazel Addition, as recorded, on the west right- of-way line of Fairway Avenue; thence south along said west right-of-way line to the southeast corner of Lot 13 in said Parkhazel Addition, on the north right-of-way line of Grand Street; thence south to the northeast corner of Lot 11 in Country Club District, as recorded, on the south right-of- way line of Grand Street; thence south along the east line of said Lot 11 to a point on the south line of the north 150.0 feet of said Lot 11; thence west to a point on the west line of Lot 13 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 13, being on the east right-of-way line of Delaware Avenue; thence southwesterly to the northeast corner of Lot 3 in Hawthorn Place, as recorded, on the west right-of-way line of Delaware Avenue; thence west along the north line of said Lot 3 to the intersection with the southerly extension of the east line of Lots 2 and 3 in said Hawthorn Place; thence north along said southerly extension to the southeast corner of said Lot 2; thence west along the south line of said Lots 2, 23 and 26 in said Hawthorn Place to the southwest corner of said Lot 26, being on the east right-of-way line of Pickwick Avenue; thence southwesterly to the southeast corner of Lot 4 in Home Place, as recorded, on the west right-of-way line of Pickwick Avenue; thence west to the southwest corner of said Lot 12, being on the east right- of-way line of Fremont Avenue; thence northwesterly to the southeast corner of Lot 13 of Block 1 in Sanford Place, as recorded, on the west right-of-way line of Fremont Avenue; thence west to the southwest corner of said Lot 6, being on the east right-of-way of Kickapoo Avenue; thence north along said east right-of-way line of Kickapoo Avenue to the northwest corner of said Lot 6 of Block 1 in said Sanford Place; thence north to a point on the north right-of-way line of Grand Street, said point lying 11.25 feet west of the southwest corner of Lot 17 in Dream-Wold Place, as recorded, being the on the east right-of-way line of Kickapoo Avenue; thence westerly along said north right- of-way line of Grand Street to a point 49.83 feet east of the southwest corner of Lot 18 in Normal View Place; thence north to a point 49.83 feet east of the northwest corner of Lot 19 on said Normal View Place; thence west along the north line of said Lot 19 to the northwest corner of said Lot 19; thence north along the west line of Lot 19 through 24 to the northwest corner of said Lot 24, on the south right-of-way line of Belmont Street; thence northeasterly to a point on the north right-of-way line of Belmont Street, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point on the north line of the south 208.33 feet in Lot 8 of George M. Jones Addition, being 161.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along said north line to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 154.95 feet west of the west right-of-way line of Kickapoo Avenue on the south right- of-way line of Page Street; thence northwesterly to the southeast corner of Lot 24 in Andrus Place, as recorded, on the north right-of-way line of Page Street; thence west along said north right-of-way line to the southeast corner of Lot 9 in said Andrus Place, on the west right-of-way line of McCann Avenue; thence north along said west right-of-way line to the northeast corner of Lot 10 in said Andrus Place; thence west along the north line of said Lot 10 to the northwest corner of said Lot 10; thence north along the west line of Lots 11 through 16 in said Andrus Place to the northwest corner of said Lot 16 on the north right-of-way line of Madison Street; thence north to the southwest corner of Lot 5 in Madison place, as recorded, on the north right-of-way line of Madison Street; thence north along the west line of Lots 5 through 8 in said Madison Place to the northwest corner of said Lot 8, also being the southwest corner of Lot 5 in Lena V. Taylor Addition, as recorded; thence north along the west line of Lots 5 through 8 in said Lena V. Taylor Addition to the northwest corner of said Lot 8, also being the southwest corner of Lot 9 in Wells Place, as recorded; thence north along the west line of Lots 9 through 16 in Wells Place to the northwest corner of said Lot 16, on the south right-of-way line of Harrison Street;

thence north to the southwest corner of Lot 41 in said Wells Place, on the north right-of-way line of Harrison Street; thence east along said north right-of-way line to a point 3.75 feet west of the southeast corner of said Lot 1 in Noland Subdivision; thence north to a point 3.75 feet west of the northeast corner on the north line of said Noland Subdivision; thence east along said north line to the northeast corner of Lot 4 in said Noland Subdivision; thence north to the south line of the north 184.0 feet of Lot 12 in George M. Jones First Addition, as recorded, being 211.25 feet west of the west right-of-way line of Kickapoo Avenue; thence east along the south line of the north 184.0 feet of said Lot 12 to a point 111.75 feet west of the west right-of-way line of Kickapoo Avenue; thence north to a point 164.0 feet south of said Lot 12; thence east along the south line of the north 164.0 feet of said Lot 12 to the west right-of-way line of Kickapoo Avenue; thence southeasterly to a point 11.25 feet west of northwest corner of Lot 11 in Zobeth, as recorded, being on the east right-of-way line of Kickapoo Avenue; thence east to the northeast corner of Lot 23 in said Zobeth, on the west right-of-way line of Fremont Avenue; thence northeasterly to the point of beginning.

6. *Subarea F.* Commencing at the northwest corner of Lot 7 in Arlington Heights, as recorded; thence west on a line of the westerly extension of the north line of said Lot 7, to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company, for the point of beginning; thence east along said westerly extension of the north line of said Lot 7, to the northwest corner of said Lot 7; thence north along the west line of Lot 6 in said Arlington Heights to the north line of the south 130.5 feet of said Lot 6; thence east along the north line of the south 130.5 feet of said Lot 6 and the south 130.5 feet of the west 46.0 feet of Lot 5 in Arlington Heights to the west right-of-way line of Weller Avenue; thence south along said west right-of-way line of Weller Avenue to a point 50.0 feet north of the south line of said Lot 5 in Arlington Heights; thence east along a line 50.0 feet north of the south line of Lot 5, Lot 4 and the west 52.0 feet of Lot 3 in said Arlington Heights; thence south along the east line of the west 52.0 feet of said Lot 3 to the north line of Lot 10 in said Arlington Heights; thence east along the north line of Lots 10 through 12 and its easterly extension to the northwest corner of Lot 36 in East Elm Street Addition, as recorded; thence south along the west line of said Lot 36 in East Elm Street Addition, to a point on the north line of the south 180.0 feet of said Lot 36; thence east along the north line of the south 180.0 feet of said Lot 36 and the north line of the west 10.0 feet of Lot 35 in said East Elm Street Addition; thence south along the east line of the west 10.0 feet of said Lot 35 to the north line of the south 160.0 feet of the east 40.0 feet of said Lot 35; thence east along the north line of the south 160.0 feet of Lots 35 through 31 to the east line of said Lot 31; thence north along the east line of said Lot 31 to the northeast corner of said Lot 31; thence east along the north line of Lots 30 through 23 to the northeast corner of said Lot 23 in East Elm Street Addition; thence east to the northwest corner of Lot 20 in said East Elm Street Addition; thence east along the north line of Lots 20 and 19 and its easterly extension to a point 105.5 east of the northeast corner of said Lot 19 in said East Elm Street Addition; thence south to a point 105.5 feet east of the southeast corner of said Lot 19, being on the north right-of-way line of Elm Street; thence south to a point 105.5 feet east of the northeast corner of Lot 54 in said East Elm Street Addition, being on the south right-of-way line of Elm Street; thence east along said south right-of- way line to a point 210.0 feet west of the west right-of-way line of Glenstone Avenue; thence south along a line 210.0 feet west of the west right-of-way line of Glenstone Avenue to the north right-of-way line of Cherry Street; thence south to a point 15.0 feet west of the northeast corner of Lot 21 in Burks' Subdivision, as recorded, being on the south right-of-way line of Cherry Street; thence west along said south right-of-way line to the northeast

corner of Lot 5 in the Amended Plat of Dundee Reserve Addition, as recorded; thence south along the east line of Said Lot 5 to the southeast corner of said Lot 5; thence east along the south line of Lot 4 in said Amended Plat of Dundee Reserve Addition to the southeast corner of said Lot 4; thence southeasterly along the northeasterly lines of Lots 8 through 10 to the northeastern corner of said Lot 10; thence east to the southeast corner of Lot 2 in said Amended Plat of Dundee Reserve Addition; thence south along the east line of Lots 11 through 13 in said Amended Plat of Dundee Reserve Addition to the northerly right-of- way line of Kentwood Avenue; thence southeasterly along said northerly right-of-way line of Kentwood Avenue to the intersection of the north right-of-way line of Monroe Street; thence southeasterly to the northwest corner of Lot 17 in Burk's Subdivision, as recorded, being on the south right-of-way line of Monroe Street; thence east along said south right-of-way line of Monroe Street to the northeast corner of said Lot 17 in Burk's Subdivision; thence south along the east line of Lots 17 through 12 in said Burks's Subdivision to the southeast corner of said Lot 12 in Burks's Subdivision; thence west along the south line of said Lot 12 to the southwest corner of said Lot 12 being on the east right-of-way line of Kentwood Avenue; thence south along said east right-of-way line of Kentwood Avenue to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence southwesterly to the intersection of the westerly right-of-way line of said Burlington Northern and Santa Fe Railway Company and the south right-of-way line of Madison Street; thence southeasterly, along said Burlington Northern and Santa Fe Railway Company right- of-way line to the intersection with the easterly extension of the north line of Lot 1 in Second Addition to Parkhazel, as recorded; thence west along said westerly extension, to a point 40.0 feet east of the northeast corner of Lot 1 in said Second Addition to Parkhazel; thence south on a line 40.0 feet east of said Second Addition to Parkhazel to the northwest corner of Lot 101 in First Addition to Parkhazel, as recorded; thence east along the north line of said Lot 101 to the northeast corner of said Lot 101; thence south along the east line of said Lot 101 to the southeast corner of said Lot 101, being on the north right-of-way line of Lombard Street; thence southeasterly to the northeast corner of said Lot 73 in Parkhazel Addition, as recorded, being on the south right-of-way line of Lombard Street; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition; thence south along the east line of Lots 73 through 78 in said Parkhazel Addition and its southerly extension to the northeast corner of Lot 79 in said Parkhazel Addition, being on the south right-of-way line of Belmont Street; thence east along said south right-of-way line to the centerline of an alley vacated by Ordinance #383; thence south along said centerline to an intersection with the easterly extension of the north line of Lot 82 in said Parkhazel Addition; thence west along said easterly extension and the north line of said Lot 82 to a point on the east line of the west 107.5 feet of said Lot 82; thence south on the east line of the west 107.5 feet of Lots 82, 83, and 84 in said Parkhazel Addition to the south line of said Lot 84, being on the north right-of-way line of Grand Street; thence southeasterly to the northeast corner of Lot 4 in Grand View, as recorded, on the south right-of-way line of Grand Street; thence south along the east line of said Lot 4 in Grand View to the southeast corner of said Lot 4; thence west along the south line of Lots 4 through 6 in said Grand View to the southwest corner of said Lot 6, being on the east right-of-way line of Kentwood Avenue; thence west to a point on the west right-of-way line of Kentwood Avenue, being on the east line of Lot 6 in Country Club District, as recorded, said point being 150.0 feet south of the south right-of-way line of Grand Street; thence west to a point on the west line of Lot 11 in said Country Club District, 150.0 feet south of the northwest corner of said Lot 11; thence north along the west line of said Lot 11 to the northwest corner of said Lot 11, being on the south right-of-way line of Grand Street; thence northeasterly to the intersection of the north right-of-way line of Grand Street and the east right-of-way

line of Fairway Avenue, being the southwest corner of Lot 72 in said Parkhazel Addition; thence north along said east right-of-way line of Fairway Avenue to the south right-of-way line of Lombard Street, being the northwest corner of Lot 25 in said Parkhazel Addition; thence north to the north right-of-way line of Lombard Street, being on the south line of Lot 116 in First Addition to Parkhazel; thence west along said north right-of-way line to the southwest corner of Lot 117 in said First Addition to Parkhazel; thence north along the west line of said Lot 117 to the south line of a 15.0 foot alley on the north side of said First Addition to Parkhazel, being the northwest corner of said Lot 117; thence northeasterly to a point on the north line of said 15.0 foot alley, said point being 280.0 feet east of the east right-of-way line of Delaware Avenue; thence north to a point on the south line of Page Street, a private street, being 280.0 feet east of said Delaware Avenue; thence northwesterly to a point on the north line of Page Street, a private street, being 250.0 feet east of the east right-of-way line of Delaware Street; thence north to a point being 250.0 feet east of the east right-of-way line of Delaware Street on the south line of Lot 5 in Rollston-Luster Place, as recorded; thence east along the south line of said Lot 5 in Rollston-Luster Place to the southwest corner of Lot 6 in said Rollston-Luster Place; thence north along the west line of said Lot 6 to the northwest corner of said Lot 6 on the south right-of-way line of Madison Street; thence northwesterly to the southwest corner of the east 40.0 feet of Lot 7 of Block 2 in Philips' Addition, as recorded, being on the north right-of-way line of Madison Street; thence north along the west line of the east 40.0 feet of said Lot 7 of Block 2 in Philips' Addition to a point on the north line of said Lot 7, being 40.0 feet west of the northeast corner of said Lot 7; thence east along the north line of said Lot 7 to a point 30.0 feet west of the northeast corner of said Lot 7; thence north along the west line of the east 30.0 feet of Lot 19 of Block 2 in said Philips' Addition to a point 30.0 feet west of the northeast corner of said Lot 19, being on the south right-of-way line of Monroe Terrace; thence northwesterly to a point 50.0 feet west of the southeast corner of Lot 7 of Block 1 in said Philips' Addition, on the north right-of-way line of Monroe Terrace; thence north along the west line of the east 50.0 feet of the south 150.0 feet of said Lot 7 of Block 1 in said Philips' Addition; thence east along the north line of the east 50.0 feet of the south 150.0 feet of said Lot 7 to the intersection with the westerly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence northeasterly and perpendicular to the easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company; thence along said easterly right-of-way line of the Burlington Northern and Santa Fe Railway Company to the point of beginning.

And also the following;

All of the south 100.0 feet of Lots 7 through 9 of Block 1 in Chamberlain's Addition, as recorded.

C. **Rountree Urban Conservation District Zoning Regulations.**

1. *Applicability*.

a. The extent to which compliance with the regulations herein is required shall be as follows:

(1) All new development requires full and complete compliance with all applicable regulations;

(2) Expansion or enlargement of an existing building (not to exceed 30% of the total floor area) shall be exempt from the building and lot standards and design standards;

(3) Redevelopment which replaces an existing building in the same footprint (within 10%) shall not be required to meet parking setback requirements

within Subarea C;

(4) Any change of use of a property requires compliance with all parking and loading, screening, fencing, and signage standards;

(5) Facade changes to existing building require compliance with all applicable facade regulations;

(6) In the event that a dwelling existing as of June 5, 2023, is subsequently destroyed or damaged, that dwelling may be reconstructed or repaired in substantial conformance with its location on the lot, size, and general appearance prior to such destruction or damage without requiring compliance with these regulations, provided that such plans for the reconstruction or repair must be submitted to the PD Director for determination of such substantial conformance.

2. *General Provisions.* These regulations shall supplement the Zoning Ordinance and shall, together with the Zoning Ordinance, govern and control the use and development of land throughout the Rountree Urban Conservation District. In the event of a conflict between these regulations and the Zoning Ordinance for property in the Rountree Urban Conservation District, these regulations shall control. In the event of a conflict between these regulations and provisions in an individual planned development district in the Rountree Urban Conservation District, the provisions of the planned development shall control.

3. *Permitted and Conditional Uses.* Only those uses stated within Section 36-10.07.D.1 and Section 36-10.07.H.1 herein shall be permitted by right or conditional use permit.

4. *Non-Conforming Uses.* Any use in the Rountree Urban Conservation District non-conforming under General Ordinance 3645 shall have been registered with the BDS Director by July 1, 1986. Any uses not registered by that date shall be presumed illegal. Non-conforming uses shall adhere to Section 36-1.06.B.

5. *Site Plan Review.*

a. *Applicability.* The site plan review and approval process set forth in Section 36-2.03 shall be required for any permitted, accessory, or conditional uses in the Rountree Urban Conservation District. No activities or uses, except for temporary uses allowed in the District, shall be exempt from this requirement.

b. *Submittal Requirements.* In addition to the requirements set forth in Section 36-2.03, the applicant shall be required to submit a building elevation plan showing the height, facade, exterior building materials, signage, and window specifications for all proposed building within Subareas A through D.

c. *Review Criteria.* In addition to the review criteria set forth in Section 36-2.03, the site plan review process shall include a review of whether the proposed development aligns with the Rountree Neighborhood Plan, including conformity with the following review criteria:

(1) Existing buildings proposed to be converted to another use must meet all fire, health, building, plumbing, and electrical requirements of the City.

(2) The proposed site plan does not interfere with easements, roadways, rail lines, utilities, and public or private right-of-way.

(3) The proposed site plan is not injurious to or detrimental to the use and enjoyment of surrounding property.

(4) The circulation elements of the proposed site plan do not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconveniences to vehicular and pedestrian travel.

(5) The screening of the site provides adequate shielding for nearby uses which may be incompatible with the proposed use.
(6) The proposed structures or landscaping are not lacking amenity in relation to, or are not incompatible with, nearby structures and uses.
(7) The proposed site plan does not create drainage or erosion problems on or off the site.

d. *Registration of Rental Property.* All owners of rental housing in the Rountree Urban Conservation District must register said property with the City Manager as required by City Code Sections 74-351 and 74-352, as amended from time to time.

D. **Subarea A through D Regulations.**

1. *Permitted and Conditional Uses.* The following key is to be used in the interpretation of Table 1, Permitted and Conditional Uses Subareas A through D, in this section:
   a. *Permitted Uses.* Uses which are marked as "P" in the table shall be allowed in a subarea subject to all applicable regulations herein.
   b. *Conditional Uses.* Uses which are marked as "C" in the table shall be allowed in a subarea upon the approval of a Conditional Use Permit as detailed in Section 36-2.04.
   c. *Uses Not Listed.* If a proposed use is not listed in the table, the ARC shall determine if the use is substantially similar to a use listed in the table. If it is, the proposed use shall be treated in the same manner as the substantially similar use. If not, the use shall be prohibited.
   d. *Conversions.* Structures existing at the time of the adoption of these regulations may be converted to any use permitted in that subarea.
   e. *Additional Regulation.* If uses have specific standards, such standards are referenced in this column. Use-specific standards shall apply to permitted and conditional uses. Where use-specific standards conflict with Rountree Urban Conservation District subarea standards, the subarea standards shall be followed.

Table 10-3: Rountree UCD Subareas A through D Uses

Use	*Use Specific Regulations*	*Subareas*			
		A	*B*	*C*	*D*
Residential Uses					
Dwelling, Multifamily, stand alone		P	P	P	P
Dwelling, Multifamily above ground floor as part of a mixed use		P	P	P	P
Dwelling, Single Family Attached		P	P	P	P
Dwelling, Single Family Detached existing		P	P	P	P
Dwelling, Single Family Detached new development					P
Group Home		P	P	P	P
Day Care Home		P	P	P	P
Churches		P	P	P	P
Schools		P	P	P	P
Parks		P	P	P	P
Non-Profit Neighborhood Community Centers			P		P
Lodging Uses					
Short Term Rental Type 3		P	P	P	P
Bed and Breakfast				P	P
Commercial Retail Uses					
Retail sales use group, stand alone		P	P	P	
Retail sales use group as part of a mixed use		P	P	P	P

Table 10-3: Rountree UCD Subareas A through D Uses					
Use	***Use Specific Regulations***	***Subareas***			
		A	***B***	***C***	***D***
Entertainment Oriented use group, stand alone < 5,000 sq ft		P			
Entertainment Oriented use group as part of a mixed use		P			
Package Liquor		P		P	
Adult Oriented uses					
Pawn Shop					
Artisan Manufacturing		P	P	P	
Personal Service and Office Uses					
Daycare		P	P	P	P
Personal Service use group, stand alone		P	P	P	
Personal Service use group as part of a mixed use		P	P	P	P
General Office use group as part of a mixed use		P	P	P	P
General Office, conversion	2.a below				P
Medical Office use group, stand alone		P	P	P	
Medical Office use group as part of a mixed use		P	P	P	P
Title Loan/Short Term Lending					
Eating and Drinking Uses					
Restaurants, stand alone		P	P	P	
Restaurants as part of a mixed use		P	P	P	P
Breweries and tasting rooms		P		P	
Drive-thru accessory to a restaurant use		P			
Vehicle Oriented Uses					
Commercial off-street parking lots	2.b below	C	C	C	C
Commercial off-street parking structures above ground floor as part of a mixed use		C	C	C	C
Food Truck		P	P	P	P
Outdoor display/sale of merchandise, temporary		P	P	P	P
Outdoor display/sale of merchandise, permanent					
Seasonal sales		P	P	P	P
Accessory Uses					
Accessory Uses and Structures		P	P	P	P
Home Occupations		P	P	P	P
Outdoor dining		P	P	P	P

2. *Use-Specific Standards.*
   a. *General Office Conversion.*
      (1) *Applicability*. Single-family dwellings may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).
      (2) *Location of Entrances.* Only one entrance shall be located on the front facade of the structure. the front facade of the structure shall face Cherry or Elm Streets.
      (3) *Exterior Alterations.* No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.

(4) *Signs.* General office conversion uses shall be permitted one monument sign in accordance with the standards set forth below.
(a) *Area.* The monument sign shall not exceed 6 square feet in area.
(b) *Height.* The monument sign shall not exceed 4 feet in height.
(c) *Location.* The monument sign shall be located a minimum of 5 feet from all property lines, right-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle.
(d) *Sign Base.* The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of 10% and a maximum of 25% of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
(e) *Landscape.* The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of 80% of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

b. *Commercial Off-Street Parking Lots.* Commercial off-street parking lots adjacent to public right-of-way, excluding alleys, shall provide the following:
(1) A fully opaque wall or fence with a height of 4 feet shall be used in conjunction with required parking lot perimeter landscaping contained in this section. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
(2) Four understory trees shall be planted for every 100 lineal feet of frontage adjacent to right-of-way, excluding alley right-of-way and additional plantings shall be clustered at points of pedestrian ingress and egress.
(3) Points of pedestrian ingress and egress, outside of vehicular curb cuts, shall be provided.
(4) To the greatest extent possible, the screening standards established above shall provide safe site distance where driveway access intersects public right-of-way.

c. *Farm Stand.*
(1) *Farm Products Sold.* Only farm products or value-added farm products grown and/or processed on the parcel on which the farm stand is located may be sold at a farm stand. The sale of non-agricultural items or products produced off site is prohibited.
(2) *Farm Stand Structure.* A structure associated with a farm stand shall not have a floor area greater than 100 square feet.

3. *Building and Lot Standards [Figure 10-3].*
a. *Subarea A.* This subarea is characterized by a mix of non-residential and multi-family development and bookends the development along National Avenue. The intent of the regulations for this subarea is to regulate the physical form in order to facilitate quality redevelopment of these higher intensity nodes along the neighborhood edge. This subarea is designated to provide for sensitive and respectful development that allows for walkability and concentrated density to support National Avenue as a future Public Transportation Corridor in the neighborhood.

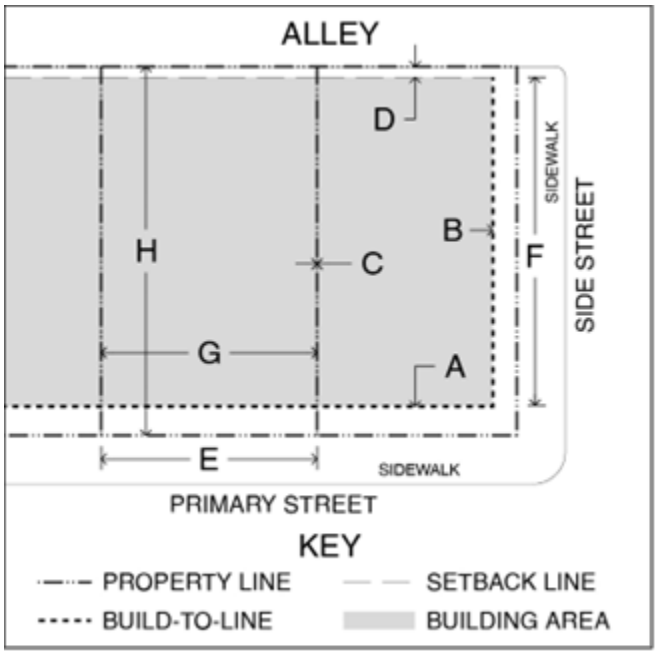


Figure 10-3 Building Lot Standards

(1) *Build-to-Line.*
- (a) Primary Street: 15 feet [A]
- (b) Side Street: 10 feet [B]
  * To match average front facade line of the block face

(2) *Setbacks.*
- (a) *Side Setback.* Zero foot minimum; 10 feet maximum [C]
  * Applicable to principal and accessory structures
- (b) Rear Setback: 5 feet minimum [D]*
  Applicable to principal structure only

(3) *Building Form.*
- (a) *Primary Street.* At least 85% of Build-to-Line [E]
- (b) *Side Street.* At least 85% of Build-to-Line [F]
- (c) *Lot Width.* Per existing [G]
- (d) *Lot Depth.* Per existing [H]

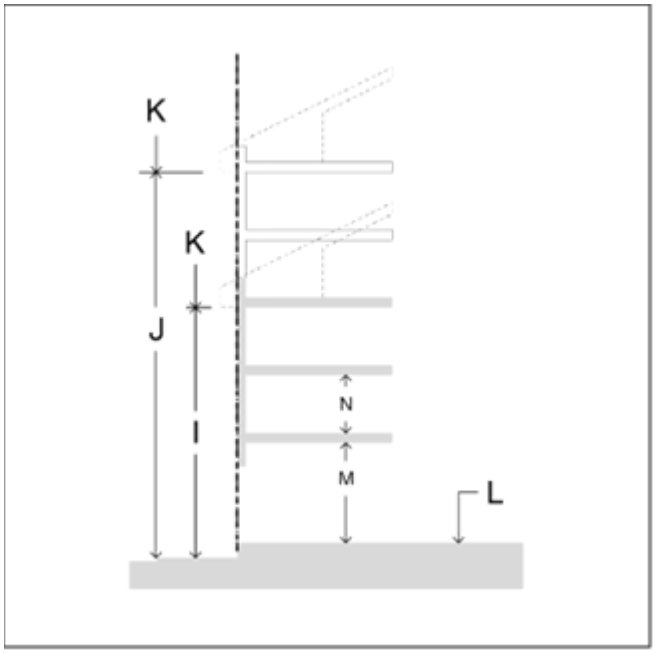


Figure 10-4 Subarea A Building Height

4. *Building Height [Figure 10-4].*
   a. Minimum: Two stories or 32 feet [I]
   b. Maximum: Five stories or 68 feet [J]
      * Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story.
      * All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-MX1 District.
   c. Maximum from Bottom of Eave to Top of Parapet or Roof: 15 feet maximum [K]
      * Finished Ground Floor Level: Six inch maximum, however, if residential on the first floor must be at least 3 to 6 feet [L]
      * Measured from elevation of back of sidewalk or adjacent lot level

5. *Ceiling Heights [Figure 10-4].*
   a. *First Floor.* 12 feet minimum; 15 feet maximum (floor to floor) [M]
   b. *Upper Floors.* 8 feet minimum; 12 feet maximum (floor to floor) [N]

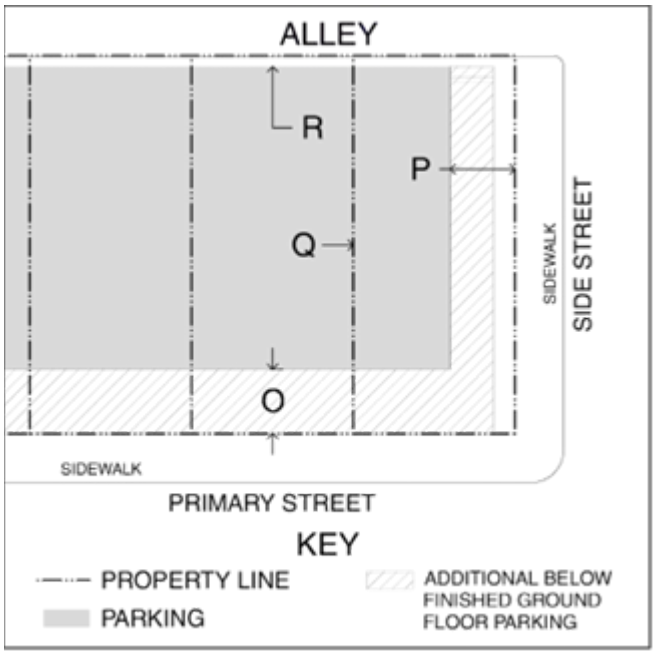


Figure 10-5 Subarea A Parking Requirements

6. *Parking Location [Figure 10-5].*
   a. *Primary Street Setback.* 50 feet maximum [O]
   b. *Side Street Setback.* 10 feet maximum [P]
   c. *Side Setback.* Zero-foot if surface lot [Q]
   d. *Rear Setback.* 5 feet minimum [R]
      * Above-grade parking garages must match build-to-line and setbacks
      * At-grade parking lots must match the parking location requirements above
      * Below-grade parking garages must match build-to-line and setbacks
      * Per principal structure if structured parking

7. *Required Spaces.*
   a. *Non-residential Office Uses.*
      * <7,500 square feet: No off-street parking required
      * >7,500 square feet: One off-street parking space per 1,250 s.f. over 3,000 s.f.

   b. *Residential Uses.*
      * One off-street parking space per dwelling unit

8. *Signs.* Signage shall conform to the requirements found in Article 9 except that only one detached sign shall be permitted per premises.

E. ***Subarea B.*** This subarea is characterized by a mix of non-residential and multi-family development along the National Avenue corridor. The intent of the regulations for this subarea is to regulate the physical form of development along the corridor in order to preserve and enhance the integrity and quality of this edge of the neighborhood. This subarea is designed to provide for sensitive and respectful infill development which is of a complementary scale and character and serves as a transition to the single-family homes found in the neighborhood along McCann Avenue.

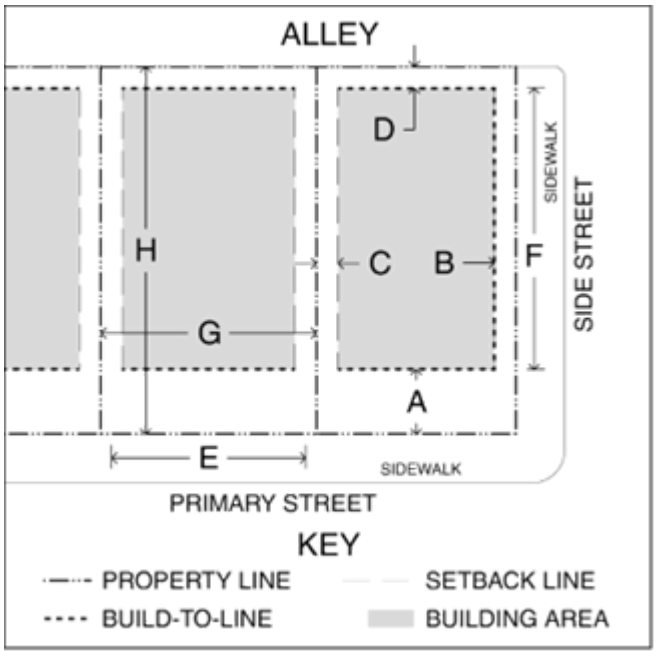


Figure 10-6 Subarea B Building Placement

1. *Build-to-Line [Figure 10-6].*
   a. Primary Street: 15 feet minimum; 50 feet maximum [A]
      *To match average front facade line of the block face
   b. Side Street: 10 feet minimum [B]
      * To match average front facade line of the block face

2. *Setbacks [Figure 10-6].*
   a. Side Setback: 5 feet minimum [C]
   b. Rear Setback: 30 feet minimum [D]
      * Applicable to principal structure only

3. *Building Form [Figure 10-6].*
   a. Primary Street: At least 30% of Build-to-Line [E]
   b. Side Street: At least 25% of Build-to-Line [F]
   c. Lot Width: Per Existing [G]
   d. Lot Depth: Per Existing [H]

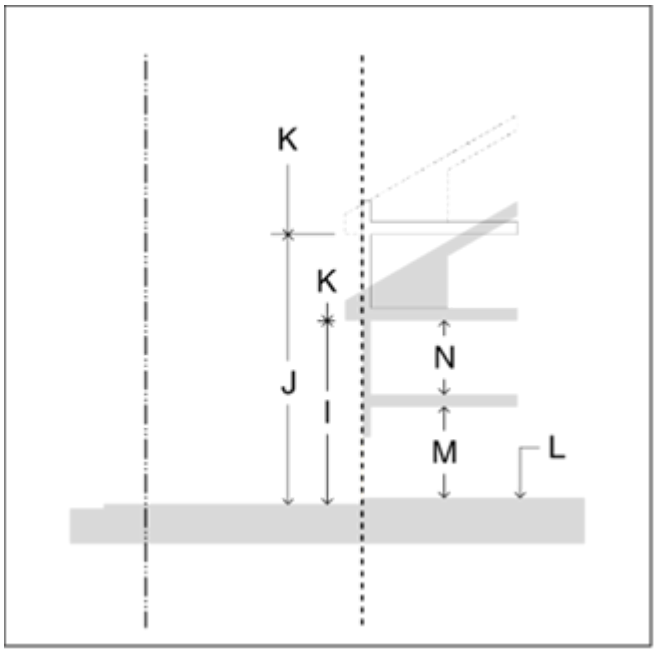


Figure 10-7 Subarea B Building Height

4. *Building Height.*
   a. Minimum: Two stories or 32 feet [I]
   b. Maximum: Four stories or 55 feet [J]
      * Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story
      *All structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH District

5. *Maximum from Bottom of Eave to Top of Parapet or Roof.*
   a. 15 feet maximum [K]
   b. Finished Ground Floor Level: 6 inch maximum; however, if residential on the first floor must be at least 3 to 6 feet [L]
      *Measured from elevation of back of sidewalk or adjacent lot level.

6. *Ceiling Heights.*
   a. First Floor: 12 feet minimum; 15 feet maximum (floor to floor) [M]
   b. Upper Floors: 8 feet minimum; 12 feet maximum (floor to floor) [N]

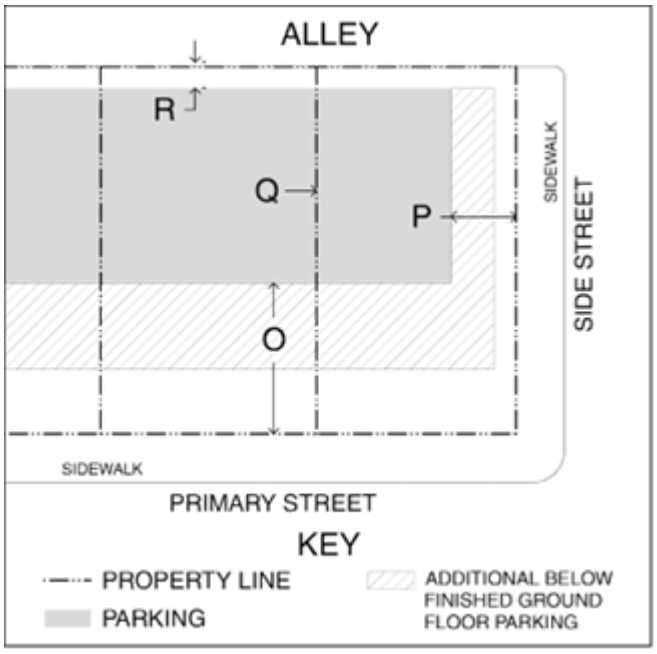


Figure 10-8 Subarea B Parking Requirements

7. *Parking Location [Figure 10-8].*
   a. Primary Street Setback: 60 feet minimum [O]
   b. Side Street Setback: 10 feet minimum [P]
   c. Side Setback: Zero-foot setback if surface lot; per principal building if structured parking [Q]
   d. Rear Setback: 5 feet minimum [R]
      (1) * Above-grade parking garages must match build-to-Line and Setbacks
      (2) * At-grade parking lots must match requirements above
      (3) * Below-grade parking garages must match Build-to-Line and Setbacks

8. *Required Spaces.*
   a. Non-residential office uses:
      (1) < 7,500 square feet: No off-street parking required
      (2) >7,500 square feet: One off-street parking space per 1,250 s.f. over 7,500 s.f.
   b. Non-residential retail uses:
      (1) < 3,000 square feet: No off-street parking required
      (2) > 3,000 square feet: One off-street parking space per 1,250 s.f. over 3,000 s.f.
   c. Residential uses:
      (1) One off-street parking space per dwelling unit

9. *Signs.* All signage shall meet the standards of Article 9 unless other modified herein:
   a. Size: A maximum of 20 square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed 15 square feet.
   b. Height: No detached sign shall exceed a height of 7 feet as measured from the street grade.
   c. Sign Types: Only on-premises signs are permitted in Subarea B.

F. **Subarea C.** This subarea is characterized by a mix of low intensity non-residential, multi- family and some single-family residential development. The intent of the regulations for this subarea is to regulate the physical form of the neighborhood center subarea in order to preserve and enhance the integrity and quality of the Cherry Pickwick Business District and serve as a primary gathering place in the neighborhood. This subarea is designated to provide for sensitive and respectful infill development which allows for the dense, urban, mixed-use development appropriate for this vibrant neighborhood

commercial center found in the neighborhood.

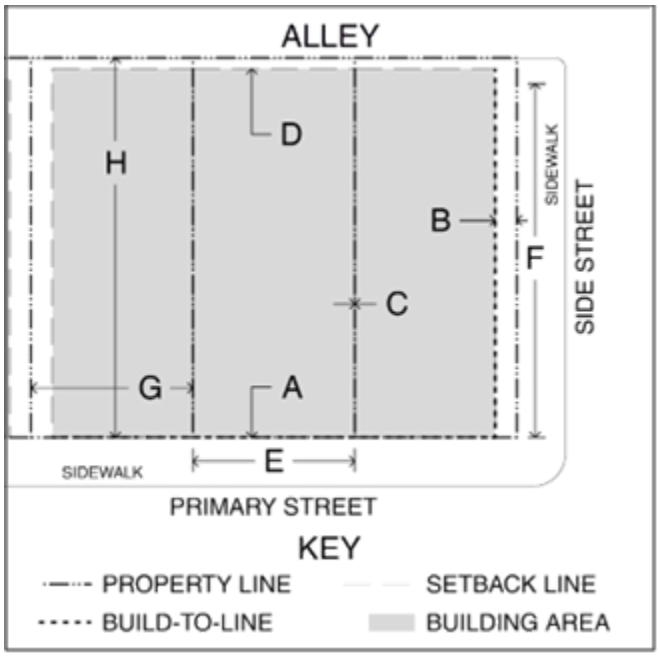


Figure 10-9 Subarea C Building Placement

1. *Build-to-Line.*
   a. *Primary Street.*
      (1) Zero-foot minimum;
      (2) 10 feet maximum [A]

   b. *Side Street.*
      (1) Zero-foot minimum;
      (2) 10 feet maximum [B]
      (3) To match average front facade line of the block face

2. *Setbacks.*
   a. *Side Setback.* Zero-foot minimum; 10 feet maximum [C]
   b. *Rear Setback.* 5 feet minimum [D]
      (1) Applicable to principal building only

3. *Building Form.*
   a. *Primary Street.* At least 80% of Build-to-Line [E]
   b. Side Street: At least 40% of Build-to-Line [F]
   c. Lot Width: Per Existing [G]
   d. Lot Depth: Per Existing [H]

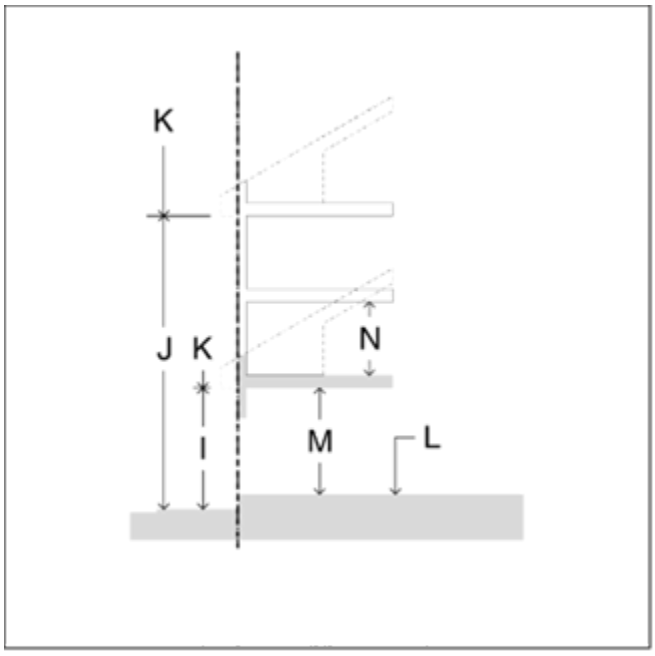


Figure 10-10 Subarea C Building Height

4. *Building Height.*
   a. Minimum: One story or 15 feet [I]
   b. Maximum: Three stories or 41 feet [J]
      (1) Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story

5. *Bottom of Eave to Top of Parapet or Roof.*
   a. 15 feet maximum [K]

6. *Finished Ground Floor Level.*
   a. Maximum: 6 inches [L]
      (1) Measured from elevation of back of sidewalk or adjacent lot level

7. *Ceiling Height.*
   a. First Floor: 12 feet minimum; 15 feet maximum (floor to floor) [M]
   b. Upper Floors: 8 feet minimum; 12 feet maximum (floor to floor) [N]

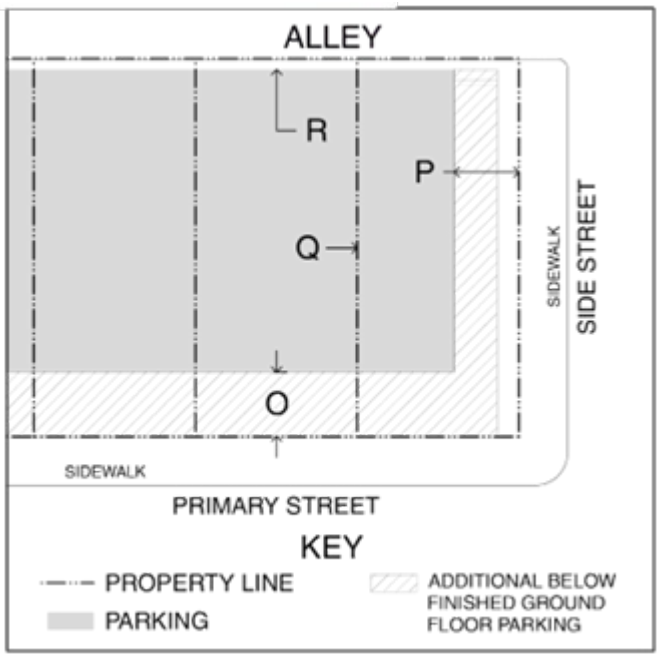


Figure 10-11 Subarea C Parking Requirements

8. *Parking Location.*
   a. Primary Street Setback: 30 feet minimum [O]
   b. Side Street Setback: 10 feet minimum [P]
   c. Side Setback: Zero-foot if surface lot; per principal building if structured parking [Q]
   d. Rear Setback: 5 feet minimum [R]

9. *Required Spaces.*
   a. Non-residential office uses:
      (1) < 7,500 square feet: No off- street parking required
      (2) > 7,500 square feet: One off-street parking space per 1,250 s.f. over 7,500 s.f.
   b. Non-residential retail uses:
      (1) < 3,000 square feet: No off-street parking required
      (2) > 3,000 square feet: One off-street parking space per 1,250 s.f. over 3,000 s.f.
   c. Residential uses:
      (1) One off-street parking space per dwelling unit

10. *Signs.* All signage shall meet the standards of Article 9 unless modified herein.
   a. Number. Each premises shall be permitted to use one detached sign and one wall sign. Roof signs are not permitted. One projecting sign may be substituted for the permitted detached sign.
   b. Size. Each premises is allowed 2 square feet of effective sign area for each lineal foot of building frontage on a public street. Detached signs shall not exceed 20 square feet of effective area.
   c. Height. No detached sign shall exceed a height of 7 feet as measured from the street grade.
   d. Sign Lighting. No sign shall use a blinking, flashing, animated, or other illuminating device which changes in light intensity. No beacons, spotlights, or strobe lights shall be permitted.
   e. Sign Types. Only on-premises signs are permitted in Subarea C.

G. **Subarea D.** This subarea is characterized by a mix of primarily multi-family and single- family development along Cherry and Elm Streets. The intent of the regulations for this subarea is to regulate the physical

form within this subarea to allow for neighborhood mixed-use in conjunction with multi-family development. The regulations are intended to preserve and enhance the integrity and quality of the development along the Cherry and Elm Street corridors as a neighborhood front door. The subarea is designated to provide for sensitive and respectful infill development which allows for a greater range of housing types and a mix of uses mixed-use that is compatible and complementary to the neighborhood.

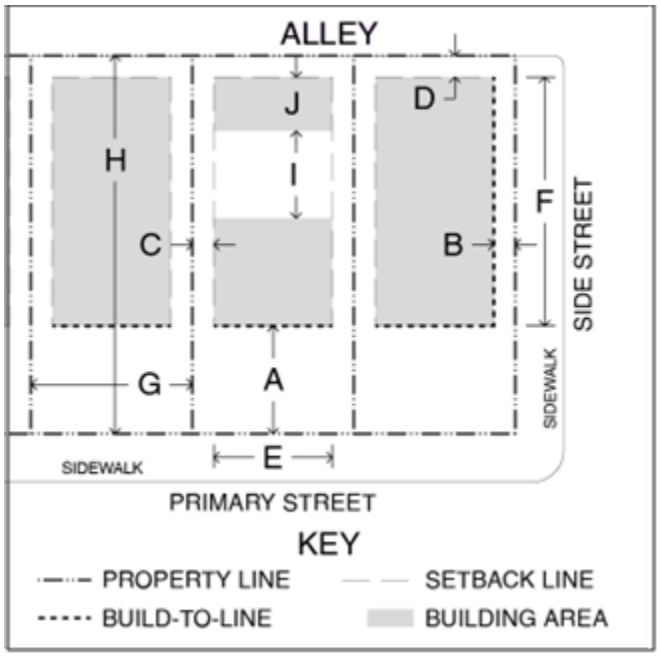


Figure 10-12 Subarea D Building Placement

1. *Build-to-Line.*
   a. Primary Street: 15 feet minimum; 50 feet maximum [A]
      (1) To match average front facade line of the block face
   b. Side Street: 10 feet [B]
      (1) Applicable to principal and accessory building
      (2) To match average front fade line of the block face

2. *Building Setback.*
   a. Side Setback: 5 feet minimum; 15 feet maximum [C]
      (1) Applicable to principal building and accessory building
   b. Rear setback: 5 feet minimum; 120 feet maximum [D]
      (1) Applicable to principal building only
   c. Rear Setback: 5 feet [D]
      (1) Applicable to accessory building only with rear alley access

3. *Building Form.*
   a. Primary Street: At least 50% of Build-to-line [E]
      (1) 30% for detached single-family dwelling, lot width
         (a) >100 ft Side Street: At least 60% of Build-to-line [F]
      (2) 25% for detached single family dwelling
   b. Lot Width: Per existing [G]
   c. Lot Depth: Per existing [H]
   d. Distance between buildings: 25 feet minimum [I] when accessory building is located partially or completely behind the principal building; 10 feet minimum when accessory building is located anywhere other than completely behind the principal building
   e. Depth of Accessory Building: 30 feet maximum [J]

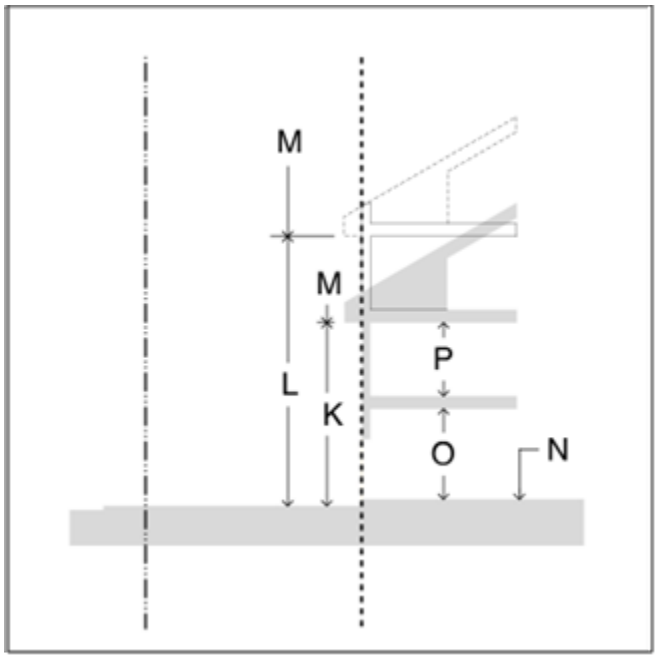


Figure 10-13 Subarea D Building Height

4. *Building Height.*
   a. Minimum: Two stories or 32 feet [K]
   b. Maximum: Three stories or 45 feet [L]
      (1) Two stories and 25 feet for rear garages and carriage houses; and in no case shall they be taller than the principal building
      (2) Mezzanines and podiums greater than 1/3 of the floor plate area shall be counted as a full story

5. *Maximum from Bottom of Eave to Top of Parapet or Roof.*
   a. 15 feet maximum [M]

6. *Finished Ground Floor Level.*
   a. Minimum: One foot [N]
   b. Maximum: 4 feet
      (1) Measured from elevation of back of sidewalk or adjacent lot level

7. *Ceiling Heights.*
   a. First Floor: 12 minimum; 15 feet maximum (floor to floor) [O]
   b. Upper Floors: 8 feet minimum; 12 feet maximum (floor to floor) [P]

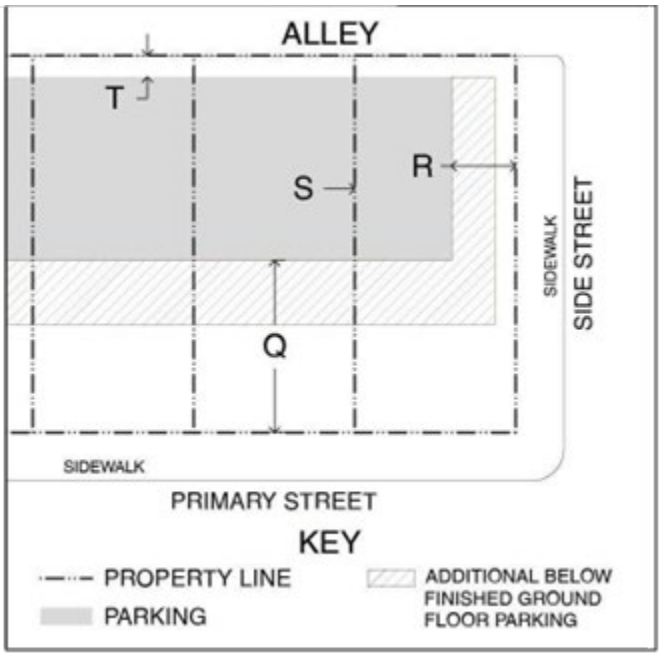


Figure 10-14 Subarea D Parking Requirements

8. *Parking Location.*
   a. Primary Street Setback: Primary Street Build-to-line [A], plus 50 feet minimum [Q]
   b. Side Street Setback: 10 feet minimum [R]
   c. Side Setback: Zero-foot, if surface lot; per principal building if structured parking
   d. Rear Setback: 5 feet minimum
      (1) Above-grade parking garages are prohibited
      (2) At-grade parking lots must match above requirements
      (3) Below grade parking garages must match build-to-lines and setbacks

9. *Required Spaces.*
   a. Non-residential office uses:
      (1) < 7,500 square feet: No off- street parking required
      (2) > 7,500 square feet: One off-street parking space per 1,250 s.f. over 7,500 s.f.
   b. Non-residential retail uses:
      (1) < 3,000 square feet: No off-street parking required
      (2) > 3,000 square feet: One off-street parking space per 1,250 s.f. over 3,000 s.f.
   c. Residential uses:
      (1) One off-street parking space per dwelling unit

10. *Signs.* All signage shall meet the standards of Article 9 unless modified herein.
Size: A maximum of 20 square feet of effective area shall be permitted for each attached sign. Detached signs may be two-sided, each side not to exceed 15 square feet. A single-sided, detached sign may not exceed 20 square feet.
   a. Height: No detached sign shall exceed a height of 7 feet as measured from the street grade.
   b. Sign Types: Only on-premises signs are permitted within Subarea D.

11. *Building Orientation, Materials, Siting and Design.* The following regulations shall apply to all principal structures within Subareas A through D, except for single-family detached dwelling units which shall conform to the requirements of Section 5 herein.
   a. Building Orientation: All principal buildings shall have a primary entrance that has a relationship toward and engages the public street. For corner lots, the primary entrance must engage and have a relationship toward the higher classification street.

b. Exterior Building Cladding Materials:
   (1) Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the ARC.
   (2) The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and architectural elements.
   (3) In no instance shall the finish of non-natural materials utilize mimic or match the texture of the natural materials utilized.
   (4) A maximum of 3 exterior building cladding materials may be used.
   (5) Vinyl and steel clapboard siding and/or adhered thin veneer exterior building materials are prohibited.

12. *Roof Finishing.*
   a. Eaves may expose rafters.
   b. Gutters and downspouts may not discharge upon public right-of-way.

13. *Transparency.*
   a. Ground Level Transparency. The ground level of nonresidential or mixed- se buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of windows and doors. Therefore, the first floor of any building facade facing a public right-of- way, except for alleys, shall include at least 40% of the subject facade in transparent clear glass windows and/or doors arranged so that the uses inside are visible from and/or accessible to the street. Windows and/or doors with reflective or tinted glass that impede views into a building are prohibited.
   b. All Stories Transparency. All stories of building facades, including the ground level, that face a public right-of-way, except for alleys, shall include at least 40% of the subject facade in windows or doors. The PD Director may waive transparency requirements by up to 20% medical and dental office uses.

Figure 10-15 Transparency

14. *Awnings and Canopies.* Building awnings, canopies or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of- way. If provided, awnings or canopies shall project a minimum of 3 feet and a maximum of 10 feet.

Figure 10-16 Awnings and Canopies

15. *Articulation.* The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, except for alleys, through the use of contrasting elements. Facades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that breakdown large expanses of flat, unembellished surfaces.

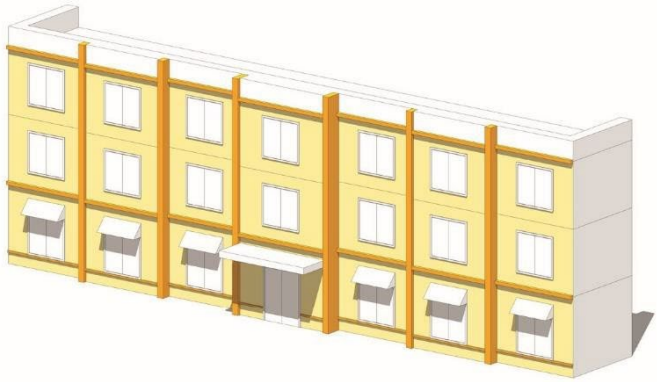


Figure 10-17 Articulation

16. *Access, Parking, and Loading.* The following regulations shall apply to all development within subarea A through D except for single-family detached dwelling units, which shall conform to the regulations contained in Section 5 herein.
    a. In addition to the standards of Section 36-7.05, the following standards shall apply:
        (1) Any off-street parking that is provided must be located behind the building or within or under the building.
        (2) When the depth of the lot is insufficient to permit required parking to the rear of the building, parking may be located to the side of the building, provided that it is screened from view of the street by a wall of primary building material, between 36 and 48 inches in height. Screening is not required in Subarea C.

b. Parking shall not exceed the minimum required parking by more than one space per 1,000 square feet of building area unless any such extra spaces are provided in an enclosed parking garage.
c. Access shall be provided from a side street, alley, or access easement where possible.
d. Vehicular Cross Access Drives:
(1) Internal vehicular circulation systems shall be designed to allow for vehicular cross- access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development or to the boundary of adjoining vacant land.
(2) Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one- way maneuvering lanes in conformance with Public Works Design Standards to accommodate traffic by automobiles, service vehicles, and emergency vehicles.

17. The PW Director may waive or modify the requirements for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area or would create unsafe conditions.
(1) Easements allowing cross access to and from properties served by a vehicular cross-access drive, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Greene County Recorder's Office before issuance of a building permit for development.
b. Pedestrian Walkways:
(1) ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
(2) ADA accessible walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to, stamped asphalt, special pavers, bricks, or scored concrete.

18. *Screening.*
a. Used Frying Oil, Trash, and Recycling Receptacles. The following screening requirements shall apply to all non-single-family development:
(1) Used frying oil, trash, and recycling receptacles shall be screened on three sides with a solid, opaque material with a minimum height of 6 feet and a maximum height of 8 feet.
(2) Materials used for screening shall complement the exterior building cladding materials of the primary building.
(3) Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
(4) If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
(5) Shrubs shall be installed every 3 feet along the exterior of the enclosure, except for enclosure openings, to provide a softening effect.
(6) Enclosure openings shall be gated with an opaque material.
(7) Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed
(8) Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles are placed in the enclosure at all times other than when such receptacles are being accessed.
(9) Access drives shall be constructed of materials and to a thickness in conformance with Public Works Design Standards. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
(10) Enclosures shall be of an adequate size to accommodate expected receptacles. The enclosure shall be designed to be expandable to accommodate future additional containers.
(11) Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing,

reinforced masonry walls, or other similar means.

(12) Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

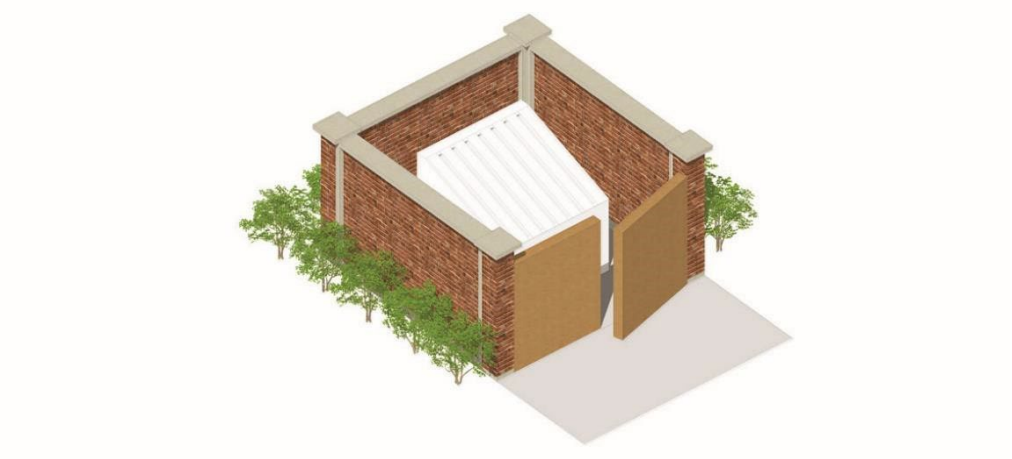


Figure 10-18 Used Frying Oil, Trash, and Recycling Receptacle Screening

b. Ground Mounted Mechanical Units.

(1) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.

(2) Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.

(3) Materials used for screening shall be designed and established so that the area or element being screened is no more than 20% visible through the screen.

(4) Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

Figure 10-19 Ground/Wall-Mounted Mechanical Unit Screening

c. Roof Mounted Mechanical Units.

(1) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.

(2) Roof mounted mechanical units that are visible from any public right-of- way or adjacent residential property shall be completely screened from public view.
(3) Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
(4) Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
(5) Additional screening may be required due to topographic differences in the adjoining properties.

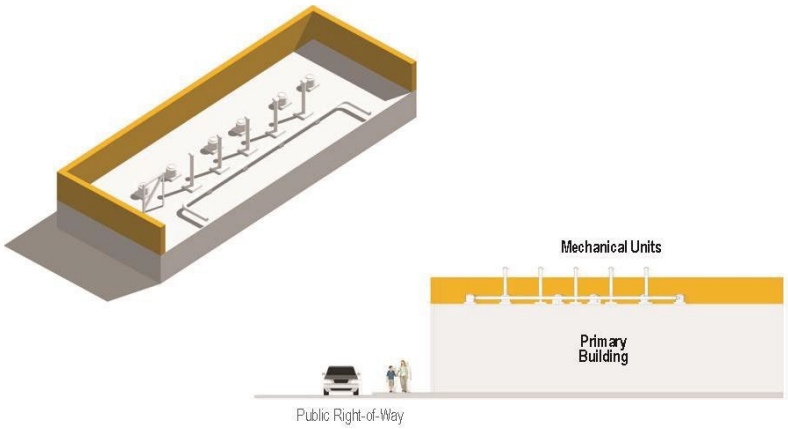


Figure 10-20 Roof-mounted Mechanical Unit Screening

19. *Fencing.*
a. No fence or wall over 6 feet shall be erected on any lot within the Rountree Urban Conservation District.
b. No fence over 48 inches in height shall be erected within 20 feet of National Avenue, Cherry Street, Elm Street or Pickwick Avenue.
c. Fences within 80 feet of National Avenue, Cherry Street, Elm Street and Pickwick Avenue shall be at least 80% transparent.
d. Chain link, vinyl, metal sheeting and plastic fencing are prohibited within 20 feet of National Avenue, Cherry Street, Elm Street and Pickwick Avenue.
e. Chain link shall not be used to satisfy landscaping and screening requirements.
f. The finished side of the fence or wall must face the adjacent property or the street.
g. At- and below-grade patios shall be enclosed by a fence or wall with a height between 36 inches and 48 inches.

20. *Landscaping and Bufferyards.* Bufferyards shall be required along interior property lines of all non- single-family development when adjacent to single-family uses. It is not anticipated that the bufferyard will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics.
a. Applicability: Bufferyards are required in the following situations:
(1) The construction or installation of any new primary building or primary use; and
(2) The expansion of any existing primary building that results in an increase in gross floor area by more than 5% or 1,000 square feet, whichever is greater. In the case of expansions that trigger compliance with the bufferyard requirements, bufferyards are only required in proportion to the degree of expansion. The ARC is authorized to allow the bufferyard plantings to be established adjacent to the area of expansion.
b. Bufferyard Standards:
(1) Width: The bufferyard shall have a minimum width of 7 feet. Required yard

setbacks may be utilized for the bufferyard.

(2) Fences: The exterior line of the bufferyard shall be improved with a fence meeting the following standards:
   (a) Height: The fence shall be 6 feet in height.
   (b) Materials: The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
   (c) Design: The finished side of the fence shall face the adjacent property.
   (d) Location: Fences shall be in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts intersect public right-of-way, and shall not extend beyond the front elevation of the primary building.

c. Landscape Elements: The bufferyard shall, at a minimum, be improved with the following landscape elements:
   (1) Canopy/Evergreen Trees: 4 canopy and/or evergreen trees shall be planted per every 100 lineal feet of bufferyard.
   (2) Shrubs/Native Grasses: 10 shrubs/native greases shall be planted per every 100 lineal feet of bufferyard.

Figure 10-21 Buffer Area Landscape

d. Installation and Maintenance of Landscape Areas:
   (1) All installed landscape shall conform to the most recently approved American National Standards Institute Tree Care Standards.
   (2) All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the weather conditions are not conducive to planting, the developer shall apply to the ARC for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine.
   (3) A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. 20% of the total landscaping costs must be deposited in escrow with the City before building permits are granted. The 20% landscaping deposit will be held in escrow for a period of one year past the time of planting and will be refunded on approval of the City.
   (4) Dead plant materials shall be replaced within 60 days, taking into consideration the season of the year, and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one phase, the 60 day timeframe shall apply to each individual phase.
   (5) All landscape shall be maintained in a healthy, neat, trimmed, clean and weed-free condition. With the exception of surface areas in vegetated stormwater management areas where mulch is not specified, the ground surface of landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.
   (6) For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of 18 months following City

approval of installation. During this guarantee period, the landowner shall supply water as necessary to promote successful establishment and growth.

(7) Any required landscape area not intended for stormwater management that is greater than 150 square feet in area shall be provided with an underground irrigation system or shall be provided with a portable water supply within 50 feet of said landscape areas. No part of an irrigation system may be installed in City right-of- way.

(8) All plantings required under this subsection G shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings die, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

H. **Subarea E and F Regulations.** Subareas E and F of the Rountree Urban Conservation District are known as the Rountree Single-Family Neighborhood Area. Subareas E and F are characterized by a diverse single-family housing stock. The regulations in this Section are intended to promote the continued status of these subareas as single-family residential and off-set the potential adverse impact of adjacent land uses to the character of these subareas.

1. *Permitted and Conditional Uses.* The following key is to be used in the interpretation of Table 2, Permitted and Conditional Uses Subareas E and F, in this section:
   a. Permitted Uses: Uses which are marked as "P" in the table shall be allowed in a subarea subject to all application regulations of this district.
   b. Conditional Uses: Uses which are marked as "C" in the table shall be allowed in a subarea upon the approval of a conditional use permit as detailed in Section 36-2.04.
   c. Uses Not Listed: If a proposed use is not listed in the table, the ARC shall determine if the use is substantially similar to a use listed in the table. If it is, the proposed use shall be treated in the same manner as the substantially similar use. If not, the use shall be prohibited.
   d. Additional Regulations: If uses have additional regulations, such standards are referenced in this column. Additional regulations shall apply to permitted and conditional uses. Where additional regulations conflict with Rountree Urban Conservation District subarea standards, the subarea standards shall be followed.

Table 10-4: Subareas E and F Uses

Use	*Additional Regulations*	*Subareas*	
		E	*F*
Residential Uses			
Dwelling, Single Family Detached		P	P
Dwelling, Single Family Semi-Detached	Section 36-5.05.C	P	P
Day Care Homes		P	P
Group Homes, residential	Section 36-4.03.F	P	P
Other Uses			
Churches (min 2 acres of land)		P	P
Adaptive use of non-residential structures		C	C
Non-commercial, not-for-profit residential neighborhood facilities		C	C
Public museums and libraries (min 2 acres of land)		C	C
Accessory Uses			
Accessory Uses	Section 36-4.04	P	P

2. *Building and Lot Standards.*

Table 10-5: Subareas E and F Building and Lot Standards	
	Areas E and F
Lot Standards	
Lot Area	Per R-SF, Residential Single-Family Residential District
Lot Width	Minimum per R-SF, Residential Single-Family Residential District Maximum of 100 feet; except that lots existing as of June 5, 2023 are exempt from the 100 foot maximum lot width restriction
Lot Depth	Per R-SF, Residential Single-Family Residential District
Yard Setbacks (build to line)	
Front, minimum (ft)	25 (Primary Street) 5 (Side Street) Exception: 15 for parcels fronting McCann Avenue and Belmont Street in Area E and the south side of Cherry Street east of Fairway Avenue in Area F
Front, maximum (ft)	50 (Primary Street) 10 (Side Street)
Side, minimum (ft)	5 (Primary building) 3 (Accessory building)
Side, maximum (ft)	15 (Primary Building)

3. *Design Standards.*
   a. Pedestrian Access: A hard-scaped pedestrian path shall be provided from the primary pedestrian entrance of a single- family home to the driveway and/or sidewalk.
   b. Building Entrance: The primary pedestrian entrance to a new single-family residential home, or home to be rehabilitated, shall be located off the front porch, front stoop, or side porch.
   c. Individual Identity: To the extent possible, single-family homes constructed adjacent to each other should exhibit unique characteristics, regardless of whether they utilize the same floor plan. Acceptable alternatives may include varying roof pitches and orientation, window arrangement, porch arrangement, materials, and other building elements, provided that such alternatives shall not conflict with other design elements addressed in these regulations.
   d. Porches:
      (1) Single-family residential homes shall include a front porch, stoop, or side porch.
      (2) When a front porch is provided, the porch shall be at least 8 feet in depth and, shall span at least 12 feet in width or approximately 50% of the front building facade, whichever is greater.
   e. Garages:
      (1) A garage is not a required building element. When utilized, attached or detached garages shall be located on the parcel in a manner consistent with most of single-family homes in the vicinity, except that it is preferable to remove the garage from the front building facade where possible.
      (2) Attached garages located on front building facades shall be recessed a minimum of 20 feet behind the front building line (including the porch). The total garage opening facing the street shall not exceed 18 feet in width.
      (3) Detached garages shall be of a similar height as garages on adjacent lots, shall have a roof pitch like that of garages on adjacent lots and shall be of a scale such that the garage is clearly accessory to the principal residential structure.
      (4) No metal carports or metal storage buildings shall be visible from the public street (alleys excluded).

f. Roof:
   (1) The principal structure's roof pitch and the orientation of the roof ridge shall be compatible with homes in the vicinity. This requirement does not disallow roof line alterations, if necessary, for structures subject to rehabilitation so long as the alteration is reasonably consistent with the surrounding neighborhood.
   (2) The roof style, including gables and dormers, shall be consistent with homes in the vicinity. False dormers may be permitted to ensure consistency of roof style.
   (3) Exposed fastener metal roofs are not permitted.

g. Fencing: Chain link and other wire fences shall not be permitted in front of the building face.

h. Utility Placement: Electric and gas meters serving new construction shall not be placed on a street-facing building facade. Every effort shall be made to locate or re-locate electric and gas meters to a non-street facing building facade of a dwelling unit to be rehabilitated.

i. Circular Drives: Circular driveways are permitted if sufficient frontage is available and if approved by the City Traffic Engineer.

j. Solid Waste Containers:
   (1) Solid waste containers shall not be placed at the curb earlier than the evening preceding collection and shall be removed within 24 hours after being placed at the curb. The person placing the solid waste container and/or the owner of the property where the contents have been generated shall be responsible for any violation of this subsection (11).
   (2) Solid waste containers, unless placed at the curb for collection in accordance with subsection (a) above, are prohibited in the front yard.

36-10.06 Walnut Street – East Urban Conservation District

A. **Walnut Street Urban Conservation District – East Legal Description**. Beginning at a point 20’ East of the SW cnr. of Lot 3, O.H. Mitchell’s Add., thence E to the SE cnr. of Lot 10 Mitchell’s Add., thence S 49.5’, thence E 110.5’, thence S 8’, thence E 578.65’ M/L, thence N 83.5’, thence E 68’ to the SW cnr. of Lot 12 Chamberlain’s Add., thence E along the S line of Lot 12 through 10 of Chamberlain’s Add. to the SE corner of Lot 10, thence N 101.5’ along E line of said Lot 10, thence E 200’ to a pt. on the E Row of Fremont Ave., thence S 101.5’ to the SW cnr. of Lot 5 Chamberlain's Add., thence E along the S line of Lots 1 through 5 of said Add. to the SE cnr. of said Lot 1 being a pt. on the SW ROW of Burlington Northern RR, thence continuing E 220' S of and parallel to Walnut St. to a pt. on the W line of Lot 6, Arlington Heights Add., thence N along the w line of said Addition 120', thence E 202' to a pt. on the E ROW line of Weller, thence S 80', thence E 162' M/L, thence S 50.5' to a pt. 52' W of the SE cnr. of Lot 3 Arlington Heights Add., thence continue E across 14.5' vacated alley (Delaware) to SW cnr. Lot 1 E Elm St. Add., thence continue E along s line of Lots 1 through 14, E Elm St. Add., thence continue E 100' to SW cnr. of Lot 17 E. Elm St. Add., thence continue E 100' to SE cnr. of Lot 18 said Add., thence continue E 52.18'., thence N 231' to the S ROW of Walnut St., thence W along the S ROW of Walnut St. to a pt. 60' S of the SE cnr. of Lot 176 Kennedy Heights Sub., thence N to the SE cnr. of said Lot 176, thence continuing N along the E line of said Lot 176 to the NE cnr. of said lot, thence W along the N line of Lots 176 through 172 Kennedy Heights Sub., said pt. being 15' W of the SE cnr. of Lot 163 Kennedy Heights Sub., thence N 53' along the W line of said Lot 163, thence 10' W along the S line of said Lot 163, thence continuing W along the S line of Lots 164 through 171 Kennedy Heights Sub. 200' to the SW cnr; of said Lot 171, thence S 27' to a pt. 210' N of N ROW of Walnut St., thence w 204.3', thence S 3', thence W 80', thence N 18', thence W 97.5', thence S 17', thence W 80' to a pt. on the E ROW of vacated alley (Delaware) 181.8' N of the N ROW of Walnut St., thence S 41.8', thence W across vacated alley (Delaware) 14.5' to the NE cnr. of Lot 8, Block 9 Frisco Heights Add., thence continuing W along the N line of Lots 8 through 14, Block 9 said Add.to the NW cnr. of Lot 14, Block 9 Frisco Heights Add. and being a pt. on the E ROW line of Weller Ave., thence continue w 40' across Weller Ave. to the NE cnr. of Lot 7, Block 8, Frisco Heights Add., thence N 10' to center line of vacated alley, thence W along center line of vacated alley to a pt. on the E ROW line of Pickwick Ave. 10' N of the NW cnr. of Lot 12, Block 8, Frisco Heights Add., thence continue W across Pickwick 50' to a pt. on the W ROW line of Pickwick, the pt. being the NE cnr. of Lot 2, Block 7, Frisco Heights Add., thence continue W 46' to the SE cnr. of Lot 1, Pickwick Terrace Add., thence continue W along the S line of Lots 1 through 7 Pickwick Terrace to the SW cnr. of said Lot 7, a pt. on the NE ROW of the Burlington-Northern RR, thence continue W to a pt. on the W ROW line of said RR 150' N of N ROW line of Walnut St., thence northwesterly along the RR ROW to a pt. 270' N of the N ROW line of Walnut St., thence W across that portion of vacated Fremont Ave. and continuing W along the center line of vacated alley to a pt. 10' N of the NW cnr. of Lot 1 Whiteheads Sub., thence continue W across Kickapoo Ave. to a pt. 270' N of the N ROW line of Walnut St., thence N along the W ROW line of Kickapoo Ave. to the S ROW line of McDaniel St., the pt. being the NE cnr. of Lot 10, L.C. Hubble's Sub., thence W along S ROW of McDaniel St. 213' to the NW cnr. of Lot 8, L.C. Hubble's Sub., thence S 93.5', thence W 125' to a pt. on the E line of Lot 1, Hawthorne Add. 93.5' S of the S ROW line of McDaniel St., thence S 118.5' to a pt. 10' S of the SE cnr. of Lot 1, Hawthorne Add., being the center line of vacated alley, thence w 166' to a pt. 212' S of the S ROW of McDaniel St., being apt. on the E line of Lot 8, Hawthorne Add., thence South along E. line of Lots 8 and 9 to the SE cnr. Lot 9 said Add., thence West 84' along S line of said Lot 9 to a point N of the E line of Lot 10 Hawthorne Add., thence to SE cnr. of said Lot 10, thence SWly across Walnut Street to a point 20' E of NW cnr. of Lot 3, O.H. Mitchell's Add., thence to point of beginning.

(Location: Walnut Street -- Point east of National to point west of Glenstone).

The /same is hereby rezoned from R-1, Single-Family District, and R-3, Multi-Family District, to Urban Conservation District No. 1, known as the East Walnut Street Urban Conservation District, and Chapter 36, Article I, Zoning, of the Springfield City Code, Section 80.030 thereof, Zoning Maps, is hereby amended, changed and modified accordingly; which district shall be subject to the regulations set forth in Section 80.1150, Urban Conservation District, and the regulations set forth in Sections 2 and 3 of this ordinance.

B. The following regulation shall govern and control the use and development of land in East Walnut Street Urban Conservation District No. 1, which regulations are as follows:

1. *Uses Permitted.* The following uses shall be permitted:
   a. All uses permitted by right in the R-SF, Single-Family Residential District as set forth in Section 36-4.02.

2. *Conditional Use Permits.* All uses permitted upon issuance of a conditional use permit in the R-SF, Single-Family Residential District as set forth in Section 36-4.02 provided all conditions of the use permit as required therein are satisfied and a certificate of appropriateness as set forth in the ordinance is obtained.
   a. *Application and Standards Relating to Conditional Use Permits.* No use permit shall be issued unless the following conditions have been met or provisions made therefore:
      (1) The application including a site plan is complete and does not contain or reveal violations of the regulations applicable to the Walnut Street Urban Conservation District.
      (2) Existing buildings proposed to be converted to uses requiring a conditional use permit must meet all fire, health, building, plumbing, and electrical requirements of the City of Springfield.
      (3) The proposed site plan does not interfere with easements, roadways, utilities, and public or private right-of-way.
      (4) The proposed use as shown by the site plan is not injurious or detrimental to the use and enjoyment of surrounding property.
      (5) The circulation element of the proposed site plan does not create hazards to safety on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.
      (6) The screening of the site provides adequate shielding for nearby, less intense uses.
      (7) The proposed structures or landscaping are not lacking amenity in relation to, or are not incompatible with, nearby structures and uses.
      (8) The proposed use as shown by the site plan does not create drainage or erosion problems on or off the site.
      (9) The application and site plan have been reviewed by the Landmarks Board to determine whether the goal or historic preservation is met, the existing structure is preserved, and any exterior modifications are consistent with the Secretary of Interior's Standards for Historic Preservation Projects and the East Walnut Street Urban Conservation District Design Guidelines. Such determinations shall be shown by the Board issuing a certificate of appropriateness.
      (10) The Planning and Zoning Commission may require such additional conditions as it deems necessary to further the public interest, to achieve the intent of the Urban Conservation District Plan, and to assure that the conditions stated above are satisfied.

3. *Other Zoning Regulations.* All other zoning regulations pertaining to the R-SF zoning district shall apply to the area except for use regulations unless otherwise modified herein. The following general provisions apply to all property located within the East Walnut Street Urban Conservation District:
   a. *Certificate of Appropriateness.* A person shall be required to secure a certificate of appropriateness in the following instances before the commencement of exterior work upon any new or existing structure, or outside work on any site or parcel in the Walnut Street Urban Conservation District except for ordinary maintenance and repair.
      (1) Any construction, alteration, or removal affecting the exterior of a structure that requires a building or demolition permit from the City of Springfield including but not limited to the construction of new buildings.
      (2) A material change to the exterior appearance of existing structures

including but not limited to additions, reconstruction, or alteration, which affects a significant exterior architectural feature of a structure as specified in the Urban Conservation District Design Guidelines or Historic Survey conducted in East Walnut Street Urban Conservation District, copies of which are on file with the PD Director.

(3) Any action resulting in the application of paint to a previously unpainted brick or masonry exterior surface or the application of stucco or siding.

(4) The construction or enlargement of a driveway or parking area or erection of fencing.

(5) Work by the City of Springfield or any of its agencies or departments which would require a certificate of appropriateness if undertaken by a private citizen and any Public Improvement Project which, in the opinion of the PD Director would affect the East Walnut Street Urban Conservation District.

b. *Administrative Review.* A person who is required to obtain a certificate of appropriateness shall submit an application to the PD Director. Individuals in the district are encouraged to contact the Director in order to determine in a certificate is required. If the application is for work that will have no effects on exterior architectural details or is one of any number of items that the Landmarks Board (hereinafter called the Board) has designated for action, then the PD Director may review the application and issue or deny a certificate of appropriateness. Such certificate shall be in addition to all other permits required by the city. If the request is within the Director's jurisdiction and is denied by the Director, the applicant may appeal such decision to the Landmarks Board. Permits required by the city involving items requiring a certificate of appropriateness shall not be issued by the City until the City has issued said certificate, has issues a certificate of economic hardship, or in the event of demolition being refused, the requisite time period has expired. If the PD Director determines that the application is for action not designated for administrative review, then the Director shall submit the application to the Board. The PD Director may require as a condition of processing the application that the applicant submit information as determined by the Director. The PD Director shall also have the authority to refer any building or demolition permit application for structures on a lot contiguous to the Walnut Street Urban Conservation District to the Board for the sole purpose of review and comment when, in his opinion, the proposed improvements would have a significant adverse impact on the Urban Conservation District.

c. *Board Review and Action on Certificates of Appropriateness.* The Board shall meet within 10 working days of notification that the PD Director has received an application for a certificate, and approve, approve subject to specific conditions, or disapprove the certificate based on the guidelines set forth in this ordinance.

(1) If the certificate is denied, no permit for the work shall be issued and the applicant shall not proceed with the work. The Board shall state the reasons for denial in writing to the applicant and shall also make suggestions in regard to appropriate changes.

d. *Review Criteria*. The Board in considering whether or not to issue a certificate of appropriateness shall be guided by the general purpose of this

ordinance and the following:

(1) The Secretary of Interior's Standards for Historic Preservation Projects, a copy of which is attached hereto and incorporated herein by reference as Exhibit A.

(2) The Design Guidelines for the Walnut Street Urban Conservation District which are on file with the PD Director.

(3) For new construction, the Board shall also consider the extent to which the building or structure would be harmonious with or incongruous to the old and historic aspects of the surroundings. It is not the intent of this ordinance to discourage contemporary architectural expression or to encourage the emulation of existing building or structures of historic or architectural interest in specific detail. Harmony or incompatibility shall be evaluated in terms of the appropriateness of material, scale, size, height, and placement of a new building or structure in relationship to existing buildings and structures and to the setting thereof.

(4) In the event the Board concludes that the request, if granted, will have a detrimental effect upon the Urban Conservation District or any adverse effect on a historical or architectural resource, then the Board shall deny the request for a certificate.

e. *Work Required to Conform with Certificate of Appropriateness.* Work performed pursuant to the issuance of a certificate shall conform to the requirements of such certificate, if any. The BDS Director shall inspect from time to time any work performed pursuant to a certificate to assure such compliance. In the event that such work is not in compliance, the Director shall issue a stop work order. A certificate shall become void unless construction is commenced within 6 months of date of issuance. All city licenses shall be issued on condition that the person owning or occupying the premises will comply with conditions, if any, in the certificate.

f. *Applicant's Action if Application is Denied.* In the event that a certificate is denied, the applicant may:

(1) Produce new evidence supporting his proposal and resubmit the application within ten working days of denial by the Board.

(2) Wait 6 months and resubmit the application.

(3) Apply for a certificate of economic hardship.

(4) If the request is for a demolition permit, the applicant may also wait 180 days, at which time said demolition permit shall be issued unless the City Council has extended the time for demolition. Any person who has been denied a demolition permit while the moratorium for the Walnut Street Area was in effect shall be given credit with the respect to the delay experienced during said moratorium. The Board may request that the demolition be delayed for an additional 120 days by action of the City Council. The City Council may, after receipt of such request, hold a public hearing and delay the demolition for an additional 120 days.

4. *Certificate of Economic Hardship.*

a. *Application Procedure.* Application for a certificate of economic hardship shall be made on a form prepared by the board and submitted to the PD Director. The board shall meet within 10 working days of notification that the PD Director has received a completed application for a certificate of economic hardship.

b. *Review Criteria*. The Board will review the application at a public hearing and may solicit expert testimony or require that the applicant for a certificate of economic hardship make submissions concerning any or all of the following information before it makes a determination on the application:

(1) Estimate of the cost of the proposed construction, alteration, demolition or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Landmarks Board for changes necessary for the issuance of a certificate of appropriateness.

(2) A report from a licensed engineer or architect with experience in rehabilitation as to the structural soundness of any structures on the property and their suitability for rehabilitation.

(3) Estimated market value of the property in its current condition, after completion of the proposed construction, alteration, demolition or removal, after any changes recommended by the Board and, in the case of a proposed demolition, after renovation of the existing property for continued use.

(4) In the case of a proposed demolition, an estimate from an architect, developer, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property.

(5) If the property is income-producing, the annual gross income from the property for the previous two years, itemized operation and maintenance expenses for the previous two year, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.

(6) All appraisals obtained within the previous two years by the owner of applicant in connection with the purchase, financing or ownership of the property.

(7) Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two years.

(8) Assessed value of the property according to the two most recent assessments.

(9) Real estate taxes for the previous two years.

(10) Form of ownership or operation of the property, whether sole proprietorship, for profit or not for profit corporation, limited partnership, joint venture, or other.

(11) Any other information considered necessary by the Board to a determination as to whether the property does yield or may yield a reasonable return to the owners.

c. Board Review and Action: A certificate of economic hardship shall be issued when the structure of part thereof has degenerated beyond feasible limits for rehabilitation or rehabilitation is impracticable and there is an economic hardship.

(1) If approved, the BDS Director will be instructed to issue a building or demolition permit, as requested, for the proposed work. If denied, the applicant shall have the right to appeal the decision to the Board of Adjustment. The Board of Adjustment shall conduct a full and impartial hearing on the matter before rendering a decision. The

same standards shall be applied by the Board of Adjustment as established herein. The Board of Adjustment may affirm, reverse, or modify the decision of the board in whole or in part.

C. **Definitions.** Unless specifically defined below, words, or phrases in the ordinance shall be interpreted so as to give them the same meaning as they have in common usage and so as to give this ordinance its most reasonable application.

Alteration. Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, or removal, of any feature of the structure.

Economic Hardship. When the landowner cannot economically utilize the property, and it is impractical to sell or lease it or no market exists for it at a reasonable price.

Design Guidelines. A standard of appropriate activity that will preserve the historic architectural character of a structure or area.

Degenerated Beyond Feasible Limits for Rehabilitation. When the conditions of the structure are such that the economics of restoration preclude the landowner from making any reasonable economic use of the property if restored, or the restoration is infeasible from a technical or mechanical standpoint.

Ordinary Maintenance and Repair. Where the purpose of the work is stabilization or is normal, customary and routine affecting the exterior of the structure or the outside of the site, except for items specifically requiring a certificate of appropriateness.

Public Improvement Project. An action by the City of Springfield or any of its departments or agencies involving major modification or replacement of streets, sidewalks, curbs, street lights, street or sidewalk furniture, landscaping, or portions or the public infrastructure.

Rehabilitation. The act of process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use, while preserving those portions or features of the property that are significant historically, architecturally, or culturally.

Rehabilitation Impracticable. Infeasibility of restoration not only because of physical condition but also inability to turn the property to use or account profitably.

Removal. Any relocation of a structure, object, or artifact on its site or to another site.

Significant Exterior Architectural Feature. Those features which are important to or expressive of the architectural quality and integrity of the structure and its setting and which include, but are not limited to, building, detail, proportion, rhythm, scale, setting, shape, and workmanship.

Stabilization. The act or process of applying measures to halt deterioration and to establish the structural stability of an unsafe or deteriorated structure while maintaining the essential form as it presently exists without noticeable changing its exterior appearance.

Structure. Anything constructed or erected, the use of which requires permanent or temporary location on or in the ground, including, but without limiting the generality or the foregoing, advertising signs, billboards, backstops for tennis courts, fences, pergolas, gazebos, radio and television antennae, solar collectors, microwave antennae including supporting towers, roads, ruins or remnants (including foundations), swimming pools, walkways, or any similar item.

Survey. The systematic gathering of information on the architectural historical, or archaeological

significance of buildings, sites, structures, objects, or areas, and districts worthy of preservation.

D. **Exhibits.**

"EXHIBIT A"

SECRETARY OF INTERIOR'S STANDARDS FOR

HISTORIC PRESERVATION PROJECTS

Every reasonable effort shall be made to provide a compatible use for a property which requires minimal alteration of the building, structure, or site and its environment, or to use a property for its originally intended purpose.

The distinguishing original qualities or character of a building, structure, or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.

All buildings, structures, and sites shall be recognized as a product of their own time. Alterations that have no historical basis and which seek to create an earlier appearance shall be discouraged.

Changes which may have taken place in the course of time are evidence of the history and development of a building, structure, or site and its environment. These changes may have acquired significance, and this significance shall be recognized and respected.

Distinctive stylistic features or examples of skilled craftmanship which characterizes a building, structure, or site shall be treated with sensitivity.

Deteriorated architectural features shall be repaired rather than replaced, wherever possible. In the event replacement is necessary, the new material should match the material being replaced in composition, design, color, texture, and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications or features, substantiated by historic, physical, or pictorial evidence rather than on conjectural designs or the availability of different architectural elements from other buildings or structures.

The surface cleaning of structures shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building material shall be not undertaken.

Every reasonable effort shall be made to protect and preserve archaeological resources affected by, or adjacent to any project.

Contemporary design for alterations and additions to existing properties shall not be discouraged when such alterations and additions do not destroy significant historical, architectural or cultural material, and such design is compatible with the size, scale, color, material, and character of the property, neighborhood, or environment.

Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

APPENDIX 1

AFFECTED ADDRESSES

East Walnut Street from a point east of National Avenue to a point west of Glenstone Avenue and all of

Cordova Court. The following addresses are included:

East Walnut Street Addresses:

1208	1345	1465	1635
1213	1351	1471	1638
1218	1354	1477	1647
1221	1358	1481	1648
1230	1363	1485	1655
1231	1400	1501	1656
1234	1401	1504	1666
1235	1404	1505	1673
1244	1410	1510	1700
1249	1420	1513	1701
1260	1430	1520	1704
1300	1435	1523	1708
1303	1440	1526	1714
1314	1448	1531	
1320	1451	1538	
1330	1456	1603	
1333	1460	1611	
1336	1461	1619	
1344	1464	1622	

Cordova Court Addresses:

300	316
307	319
310	336
311	342

APPENDIX 2 SUMMARY OF AMENDMENTS

October 1, 1989 – No amendments have been made as of this date.

36-10.07 Walnut Street – West Urban Conservation District

A. **Legal Description.** That the following described property, is designated as Urban Conservation District Number 1, to be known as the Walnut Street-West Urban Conservation District, which district shall be shown on the district maps and is described as follows:

1. *Walnut Street-West Urban Conservation District Legal Description.* Beginning at the Northwest Corner of Lot 6 E.T. Robberson's Addition, being the Southeast Corner of Walnut St. and John Q. Hammons Parkway, thence South along the East Rights- of-way of John Q. Hammons Parkway to the Northwest Corner of Lot 16 E.T. Robberson's Addition, being at a point on the South line of an existing 20 foot alley, thence East along the South line of said alley to a point on the West Rights-of-way line of National Ave. 238 feet M/L South of the Southwest Corner of Walnut St. and National Ave., thence Easterly 80 feet M/L crossing National Ave. to the Southwest Corner of Lot 4 O.H. Mitchell Addition, thence East to a point 20 feet East of the Southwest Corner of Lot 3 O.H. Mitchell Addition, being a point on the South line of Lot 3 O.H. Mitchell Addition, thence North to a point 20 feet East of the Northwest Corner of Lot 3 O.H. Mitchell Addition, thence Northeasterly across Walnut St. to the Southeast Corner of Lot 10 Hawthorne Addition, thence North to a point on the South line of Lot 9 Hawthorne Addition, thence East to the Southeast Corner of Lot 9 Hawthorne Addition, thence North along the East line of Lots 9 through 4, Hawthorne Addition to the Northeast Corner of Lot 4 of Hawthorne Addition, also being the South Rights-of-way line of McDaniel St., thence West 166 feet M/L to the Northwest Corner of Lot 4 Hawthorne Addition, thence Westerly 80 feet M/L to the Northeast Corner of Lot 41 East Side Addition also being the Southwest Corner of McDaniel St. and National Ave., thence North 160 feet M/L to the Northeast Corner of Lot 27 East Side Addition, thence West to the Northwest Corner of said Lot 27, thence continue West 15 feet across the alley to the Northeast Corner of Lot 21 East Side Addition, thence South along the East line of Lots 21 and 22 in East Side Addition to and across McDaniel St. and continue South along the East line of Lots 35 through 40 of East Side Addition to the Southeast Corner of Lot 40 East Side Addition, thence West along the South line of Lot 40 East Side Addition, to and across Florence Ave. continuing West along South line of Lot 34 East Side Addition to and across Hampton Ave. to a point on the West Rights-of-way of Hampton Ave. 182feet M/L North of the North Rights-of-way of Walnut St., thence North 18 feet along the West Rights-of-way of Hampton Ave., thence West 150 feet, to the East line of property described in Book 2703 Page 1103, thence North along the East property line of Book 2703 Page 1103 to the South Rights-of-way line of McDaniel St. as it now exists, thence West along the South Rights-of-way line of McDaniel St. 61.4 feet, thence South 207.6 feet, thence West 63 feet,. Thence South 52 feet, thence West 419 feet M/L to a point on the East line of One Parkway Place 210 feet North of the North Rights-of-way line of Walnut St., thence South along the East line of One Parkway Place 210 feet to the North Rights-of-way of Walnut St. thence continuing South Across Walnut St. to a point on the South Rights-of-way of Walnut St. and the North line of Lot 10 of E.T. Robberson Addition, thence West along the North line of Lots 6 through 10 of E.T. Robberson Addition to the Point of Beginning. All in the City of Springfield, County of Greene, State of Missouri.

   (Location: East Walnut Street - Hammons Parkway to a point east of National and north on National to a point north of McDaniel.)

B. **Subareas.** The following sub-districts are hereby established within the Walnut Street- West Urban Conservation District, to be known as Sub Areas A & B which are described as follows:

1. *Sub Area A Walnut Street Area.* Beginning at the Northwest Corner of Lot 6 E.T. Robberson's Addition, being the Southeast Corner of Walnut St. and John Q. Hammons Parkway, thence South along the East Rights-of-way of John Q. Hammons Parkway to the Northwest Corner of Lot 16 E.T. Robberson's Addition, being at a point on the South line of an existing 20 foot alley, thence East along the South line of said alley to a point on the West Rights-of- way line of National Ave. 238 feet M/L South of the Southwest Corner of Walnut St. and National Ave., thence Easterly 80 feet M/L crossing National Ave. to the Southwest Corner of Lot 4 O.H. Mitchell Addition, thence East to a point 20 feet East of the Southwest Corner of Lot 3 O.H. Mitchell Addition, being a point on the South line of Lot 3 O.H. Mitchell Addition, thence North to a point 20 feet East of the Northwest Corner of Lot 3 O.H. Mitchell Addition, thence Northeasterly across Walnut St. to the Southeast Corner of Lot 10 Hawthorne Addition, thence

North to a point on the South line of Lot 9 Hawthorne Addition, thence East to the Southeast Corner of Lot 9 Hawthorne Addition, thence North to the Northeast corner of said Lot 9, thence West to the Northwest corner of said Lot 9, thence West across the National Avenue right-of-way to the Northeast corner of Lot 46 of East Side Addition, thence West along the North line of said Lot 46 and across a 15 feet wide alley to the Northeast corner of Lot 40 of East Side Addition, thence South along the East line of Lot 40 of East Side Addition to the Southeast Corner of Lot 40 East Side Addition, thence West along the South line of Lot 40 East Side Addition, to and across Florence Ave. continuing West along South line of Lot 34 East Side Addition to and across Hampton Ave. to a point on the West Rights-of-way of Hampton Ave. 182feet M/L North of the North Rights-of-way of Walnut St., thence North 18 feet along the West Rights-of-way of Hampton Ave., thence West 150 feet, to the East line of property described in Book 2703 Page 1103, thence North along the East property line of Book 2703 Page 1103 to the South Rights-of-way line of McDaniel St. as it now exists, thence West along the South Rights-of-way line of McDaniel St. 61.4 feet, thence South 207.6 feet, thence West 63 feet. Thence South 52 feet, thence West 419 feet M/L to a point on the East line of One Parkway Place 210 feet North of the North Rights-of-way line of Walnut St., thence South along the East line of One Parkway Place 210 feet to the North Rights-of-way of Walnut St. thence continuing South Across Walnut St. to a point on the South Rights-of-way of Walnut St. and the North line of Lot 10 of E.T. Robberson Addition, thence West along the North line of Lots 6 through 10 of E.T. Robberson Addition to the Point of Beginning. All in the City of Springfield, County of Greene, State of Missouri.

2. *Sub Area B National Avenue Area.* Beginning at the Southeast corner of Lot 8 of Hawthorn Addition, thence North along the East line of Lots 8 through 4 of Hawthorne Addition to the Northeast Corner of Lot 4 of Hawthorne Addition, also being the South Rights-of-way line of McDaniel St., thence West 166 feet M/L to the Northwest Corner of Lot 4 Hawthorne Addition, thence Westerly 80 feet M/L to the Northeast Corner of Lot 41 East Side Addition also being the Southwest Corner of McDaniel St. and National Ave., thence North 160 feet M/L to the Northeast Corner of Lot 27 East Side Addition, thence West to the Northwest Corner of said Lot 27, thence continue West 15 feet across the alley to the Northeast Corner of Lot 21 East Side Addition, thence South along the East line of Lots 21 and 22 in East Side Addition to and across McDaniel St. and continue South along the East line of Lots 35 through 39 of East Side Addition to the Southeast Corner of Lot 39 East Side Addition, thence east across a 15 feet wide alley to the Southwest corner of Lot 45 of East Side Addition, thence continuing East to the Southeast corner of said Lot 45, thence East across National Avenue right-of-way to the Southwest corner of Lot 8 of Hawthorn Addition, thence east to the Point of beginning.

C. **District Regulations.** Notwithstanding any other provision of the Springfield City Code to the contrary, the following regulations shall govern and control the enforcement, administration, interpretation, and use and development of land throughout Urban Conservation District No. 1, known as the Walnut Street-West Urban Conservation District. Unless otherwise stated herein, the minimum requirements of the applicable underlying zoning district, the Zoning Ordinance, and any other provision of the Springfield City Code shall be applicable to all properties within the Walnut Street-West Urban Conservation District.

1. *Permitted Uses.* The following uses shall be permitted in the Walnut Street-West Urban Conservation District except for those properties identified in subsection 3.C.
   a. Single-family-detached dwellings.
   b. Single-family-semi-detached dwellings~~, in accordance with *Section 3-3100*~~.
   c. Townhouses containing no more than four dwelling units.
   d. Duplexes.
   e. Multi-family dwellings.
   f. Boarding and lodging houses.
   g. Nursing homes.
   h. Day care homes and group day care homes in accordance with Springfield City Code.
   i. Group homes, custodial.
   j. Public parking areas in accordance with subsection 4.D. or 5.D., except parking designed for or used for parking of trucks having a capacity of 3/4 ton or larger or the chassis thereof, or a single unit with more than one rear drive axle shall not be permitted.
   k. Community centers, nonprofit.

l. Little Theater group, or dramatic clubs.
m. Art galleries, libraries or museums.
n. Offices, administrative, business, financial and professional.
o. Schools and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.
p. Day care centers in accordance with Springfield City Code.
q. Zero-lot-line construction, in accordance with Section 36-5.03.C~~3-3200~~.
r. The following commercial uses shall be permitted in contributing buildings as established in subsection 3.D., provided the existing structure is preserved and was built before January 1, 1940; the goals of historic preservation are met; and any exterior modification to the property is consistent with the Secretary of Interior's Standards for Rehabilitation and the *Walnut Street Design Guidelines*. Commercial uses are limited to the following types:
(1) Antique shops;
(2) Book or stationary stores;
(3) Clothing boutiques or ready-to-wear shops;
(4) Dry goods or notion stores;
(5) Florist or gift shops;
(6) Tailors; and
(7) Bed and breakfast inns.
s. *Outdoor Display and Sales.* Outdoor display and sales are permitted as an accessory use subject to the following conditions:
(1) A permitted commercial use, as established in Section 36-10.07.C. shall be operating within the building or structure;
(2) Outdoor display and sales shall be limited to the side and rear yard of a lot; and on a corner lot, outdoor display and sales shall be limited to the rear yard and any side yard that does not abut a street;
Outdoor display and sales shall not encroach within a side or rear yard setback, shall be located a minimum of 10 feet behind the front building line and shall not encroach within any required vehicular use area;
(3) Outdoor sales shall be limited to hours between sunrise and sunset;
(4) Outdoor display and sales shall be limited to those items that would typically be displayed outdoors, including but not limited to: birdbaths, statuettes, outdoor furniture, plants, etc.;
(5) Items for outdoor display and sales shall be stored in an organized manner and must be integrated as part of a plan that shall require the issuance of a certificate of appropriateness from the Landmarks Board; and
(6) When considering the issuance of a certificate of appropriateness for outdoor display and sales areas, the Landmarks Board shall consider whether the proposal will detract from any element that promotes the historic context of the *Walnut Street National Historic District*; and will unduly impact any adjacent residential use by increasing noise, lighting or traffic directly associated with the commercial activity.

2. The following commercial uses shall be permitted for the properties commonly addressed as 1041 East Walnut Street, 1050 East Walnut Street, 1108 East Walnut Street, 1111 East Walnut Street, 1112 East Walnut Street, 1129 East Walnut Street, all being in Springfield, Greene County, Missouri, and more particularly described as:
Beginning on the north side of East Walnut Street, 974.3 feet west of the range line dividing Ranges 21 and 22, being the southeast corner of Moses Levy's lot; thence east 123.3 feet to the southeast corner of the W. H. Garrett lot for a beginning point; thence east 76 feet, thence north 200 feet; thence west 76 feet, thence south 200 feet to the point of beginning being a part of the southeast quarter (SE 1/4) of the northeast quarter (NE 1/4) Section 24, Township 29, Range 22.

All of Lot 10 and Lot 11 except the east 20 feet, Ad. E. Smith's Addition.

Lot 8, Ad. E. Smith's Addition.

Lot 49 East Side Addition.

Lot 7 and west 24 feet and two inches of Lot 6, Ad. E. Smith's Addition.

All of Lot 51 and Lot 52 except the east 17.5 feet, East Side Addition.

a. Temporary outdoor green grocer's market limited to daylight hours, four days per week. Notwithstanding other provisions of Chapter 36 of the City Code prohibiting outdoor storage and display of goods for sale, such storage and sales shall be permitted, limited to flowers, potted plants, perishable vegetables and vegetative produce, craft items and baked goods, from portable stands, stalls, or hand carts located in the front yards. Sales from trucks or other vehicles are prohibited. No overnight storage of goods, stands, stalls, or hand cards is allowed from the front yard of any premises, and all goods, stands, stalls, and hard carts must be removed from the front yard by sundown of each day of operation.
b. Personal service establishments including beauty parlors, barber shops, dry cleaning and pick-up, shoe repair, self-service laundromats, express or mailing offices, hearing aid and eye glass shops, massage therapy and spas.

3. *Conditional Uses.* The following conditional uses may be permitted provided they meet the provisions of, and a Conditional Use permit is issued pursuant to Section 36-2.04 and, these uses shall only be permitted in a contributing building as established in subsection 2.D. except for such accessory outdoor uses with conditions set forth below, provided the existing structure is preserved and was built before January 1, 1940; the goals of historic preservation are met; any exterior modification to the property is consistent with the Secretary of Interior's Standards for Rehabilitation and the *Walnut Street Design Guidelines*; a certificate of appropriateness has been issued by the Landmarks Board indicating approval of the work; the use does not create any amplified sound outside the contributing building; and the use is in compliance with the noise standards of Section 36-4.05 of this code and Chapter 78, Article IV, Division 2, Section 78-112, Springfield City Code.
   a. Restaurants (sit down or dine in), excluding drive-in and carry-out facilities, which restaurants may include outdoor dining as an accessory use to the main structure with the following limitations:
      (1) Outdoor dining shall be limited to the hours of 11:00 a.m. and 11:00 p.m.;
      (2) All preparation of food for outdoor dining use shall be prepared in the contributing building approved for restaurant use;
      (3) Accessory structures existing at the time of the passage of this ordinance shall be used only for storage and parking accessory to the use of the contributing building, and dining and beverage service, including the sale of alcohol, but in no event shall the accessory structure be used for food preparation; and
      (4) All outdoor activity shall cease at 11:00 p.m. other than routine ingress and egress from the contributing building.

4. *Use Guidelines for 1200 and 1201 East Walnut.* The following use regulations shall apply for the properties commonly addressed as 1200 East Walnut and 1201 East Walnut, more particularly described as:

   All of Lot 4 and the West 20 feet of Lot 3 in O. H. Mitchell's Addition plus all of Lot 10 in Hawthorn Addition, all in the City of Springfield, Greene County, Missouri.
   a. The following uses shall be permitted.
      (1) Single-family-detached dwellings.
      (2) Single-family-semi-detached dwellings, in accordance with Section 36-5.05.C.
      (3) Townhouses containing no more than four dwelling units.
      (4) Duplexes.
      (5) Multi-family dwellings.
      (6) Boarding and lodging houses.
      (7) Nursing homes.
      (8) Day care homes and group day care homes in accordance with Springfield City Code.
      (9) Group homes: custodial.
   b. The following conditional uses may be permitted provided they meet the provisions of, and a conditional use permit is issued pursuant to Section 36-2.04. These uses shall only be permitted in a contributing building as established in subsection 3.D, provided

the existing structure is preserved and was built before January 1, 1940; the goals of historic preservation are met; and any exterior modification to the property is consistent with the Secretary of Interior's Standards for Rehabilitation and the *Walnut Street Design Guidelines*; and a certificate of appropriateness has been issued by the Landmarks Board indicating approval of the proposed work.

(1) Public parking areas, in accordance with Subsection 4.D or 5.D.
(2) Antique shops.
(3) Bed and breakfast inns.
(4) Book or stationary stores.
(5) Clothing boutique or ready to wear shop.
(6) Community centers, nonprofit.
(7) Dry goods or notion stores.
(8) Florist or gift shop.
(9) Little Theater group, or dramatic clubs.
(10) Art galleries museums or libraries.
(11) Offices, administrative, business, financial and professional.
(12) Schools and studios for art, dancing, drama, music, photography, interior decorating or similar courses of study.
(13) Tailors.
(14) Day care centers in accordance with Springfield City Code.
(15) Zero-lot-line construction, in accordance with Section 36-5.03.

5. *Contributing Buildings.* For purposes of this ordinance, contributing buildings shall be determined in accordance with the *Walnut Street Historic District National Register of Historic Places Nomination* as officially listed in the National Register of Historic Places on March 21, 1985, and incorporating any amendments of said nomination.

6. *Certificate of Economic Hardship.* The standards contained in Section 36-2.11.E, and typically applicable to a Historic Landmark and Historic Districts, shall be applicable to any site or parcel in the Walnut Street-West Urban Conservation District.

7. *Additional Standards Regarding Certificates of Appropriateness and Economic Hardship.* All sites and parcels within the Walnut Street-West Urban Conservation District and subject to the issuance of certificates of appropriateness and economic hardship shall also be subject to the standards contained in Section 36-2.11.

8. *Refuse Storage.* In addition to the standards of Section 36-8.04, refuse storage shall adhere to the following:
   a. Waste cans, dumpster units, or other forms of litter control and refuse disposal devices, approved for use in the City of Springfield, shall be placed on the site in a location where they are least visible from a public right-of-way other than alleys. Each litter control or refuse device shall be enclosed so that no part of the device shall be visible from public right-of-way (except alleys) or from adjoining properties.

9. *Minimum Maintenance Requirements.* Every owner, and every person in actual possession of property in the district, shall keep all interior and exterior portions of buildings and other structures in good repair.
   a. *Public Areas.* All sidewalks leading to a building, steps, driveways, parking spaces, and similar paved areas for public use shall be kept in a proper state of repair. If any sidewalk or driveway or portion thereof by virtue of its state of repair shall constitute a danger to public health and safety, the sidewalk or driveway or portion thereof shall be replaced.
   b. *Structural Members.* All supporting structural members of all structures shall be kept structurally sound, free of deterioration, and maintained capable of safely bearing the dead and live loads imposed upon them.
   c. *Exterior Surfaces (Foundations, Walls, and Roofs).* Every foundation, exterior wall, roof, and all other exterior surface shall be maintained in a workmanlike state of maintenance and repair.
   d. *Foundation Walls.* All foundation walls shall be maintained so as to carry the safe design and operating dead and live loads and shall be maintained plumb and free from open cracks and breaks, so as not to be detrimental to public safety and welfare.

e. *Exterior Walls.* Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or to the occupied spaces of the building. All exterior surface materials shall be maintained weatherproof and shall be properly surface coated when required to prevent deterioration.

f. *Roofs and Drainage.* The roof shall be structurally sound, tight, and not have defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness or deterioration in the walls or interior portion of the building. Roof water shall not be discharged in a manner that creates a nuisance to owners or occupants of adjacent premises or that creates a public nuisance.

g. *Decorative Features.* All cornices, entablatures, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

h. *Signs and Awnings.* All canopies, signs, awnings, stairways, fire escapes, exhaust ducts, and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a safe and sound condition. They shall be protected from the elements and against decay and rust by the periodic application of a weather-coating material such as paint or other protective treatment.

i. *Chimneys.* All chimneys and similar appurtenances shall be maintained structurally safe, sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials such as paint or similar surface treatment.

j. *Stairs and Porches.* Every stair, porch, fire escape, balcony, and all appurtenances attached thereto shall be so constructed as to be safe to use and capable of supporting the anticipated loads and shall be maintained in sound condition and good repair.

k. *Window and Door Frames.* Every window, door, and frame shall be constructed and maintained in such relation to the adjacent wall construction so as to exclude rain as completely as possible, and to substantially exclude wind from entering the dwelling or structure.

l. *Weathertight.* Every window and exterior door shall be fitted reasonably in its frame and be weathertight. Weather stripping shall be used to exclude wind or rain from entering the dwelling or structure and shall be kept in sound condition and good repair.

m. *Glazing.* Every required window sash shall be fully supplied with approved glazing materials which are without open cracks and holes.

n. *Door Hardware.* Every exterior door and its hardware shall be maintained in good condition. Door locks on all doors entering dwelling units shall be in good repair and capable of tightly securing the door.

o. *Basement Hatchways.* Every basement hatchway shall be so constructed and maintained as to prevent the entrance of rats, rain, and surface drainage water into the structure.

p. *Grading and Drainage.* All premises shall be graded and maintained so as to prevent the accumulation of stagnant water thereon, or within any structure located thereon. Stagnant water shall be determined as any accumulation that has not dispersed within seven days of the last recorded local rainfall.

q. *Accessory Structures.* All accessory structures, including detached garages, fences, and walls, shall be maintained structurally sound and in compliance with Sections 36-5.03.B and 36-6.03.B.

10. The Landmarks Board may refer violations of this section to the BDS Director for purposes of conducting such inspections and enforcement proceedings as BDS Director may deem appropriate so that the building or structure may be preserved in accordance with the purposes of this ordinance.

11. The provisions of this section shall be in addition to all other applicable provisions of the Springfield City Code relating to the construction and maintenance of buildings and structures.

D. **Area A Regulations.**

1. *Site Plans.* Any development or use requiring a site plan pursuant to Section 36-2.03, and located within the Walnut Street-West UCD, must first acquire a certificate of appropriateness, when required, from the Landmarks Board in accordance with Section 36-10.07.D.2. Site plans

may also be subject to conditions by City Council in order to promote the intent of the *Walnut Street Preservation Plan.*

2. *Certificate of Appropriateness.* The standards contained in Section 36-2.11, and typically applicable to a Historic Landmark and Historic Districts, shall be applicable to any site or parcel in the Walnut Street-West Urban Conservation District, unless otherwise modified herein.
   a. *When Required.* A certificate of appropriateness shall be required in accordance with the standards contained in Section 36-2.11.D with the following modification:
      (1) Section 36-2.11.D.1.b shall be applicable to structures as specified in the *Walnut Street Design Guidelines* or *Historic Survey* conducted in the Walnut Street-West Urban Conservation District.
   b. *Review Criteria.* The Landmarks Board, in considering whether or not to issue a certificate of appropriateness, shall be guided by the standards contained in Section 36-2.11.D.3 with the following modifications:
      (1) The *Walnut Street Design Guidelines* which are on file with the PD Director shall be used to fulfill the standard referenced in Section 36-2.11.D.
      (2) For demolition, the Landmarks Board shall also consider the standards contained in Section 36-2.11.D.3.d with the following additions and modifications:
         (a) The visual and spatial relationship of the structure to its surroundings and to the rest of the Walnut Street Urban Conservation District - West.
         (b) The Board shall consult the Walnut Street Historic Survey, the Walnut Street Historic District National Register Nomination and/or the Walnut Street Preservation Plan in addition to those items contained in Section 36-2.11.D.3.d.

      (3) The alternatives available to the demolition applicant including:
         (a) Donation of the subject structure or site to a public or benevolent agency.
         (b) Donation of a part of the value of the subject structure or site to a public or benevolent agency, including the conveyance of development rights and facade easements.
         (c) The possibility of sale of the structure or site, or any part thereof, to a prospective purchaser capable of preserving such structure or site.
         (d) The potential of such structure or site for renovation and its potential for continuing use.

      (4) The Board shall balance the interest of the public in preserving the structure, site, or portion thereof and the interest of the owner in its utilization.

3. *Demolition of Contributing Buildings.* The standards contained in Section 36-2.11.D.3.d shall not be applicable to the Walnut Street- West Urban Conservation District. Notwithstanding any other provisions of this ordinance to the contrary, demolition of a contributing building as defined in Section 36-10.07.C.5. of this ordinance shall occur only in accordance with the provisions of this section. Demolition of a contributing building in the Walnut Street Urban Conservation District - West constitutes an irreplaceable loss to the quality and character of the district and the City of Springfield. No permit shall be issued for demolition of a contributing building unless a certificate of economic hardship has been issued by the Landmarks Board verifying that the structure has degenerated beyond feasible limits for rehabilitation, or that rehabilitation is impracticable and there is an economic hardship.

4. *Signs.* All signage shall meet the standards of Article 9 unless otherwise modified herein:
   a. *Number.* Each premises shall be permitted one detached sign and shall also be permitted either one projecting sign or one wall sign.
   b. *Size.* A maximum of 16 square feet of background area shall be permitted for each attached or detached sign. Detached signs may be two sided, each side not to exceed 16 square feet. A single-sided detached sign shall not exceed 16 square feet.
   c. *Height.* No part of a detached sign shall exceed a height of 5 feet above the ground area upon which it is located.
   d. *Sign Lighting.* No sign shall use a blinking, flashing, animated, or other illuminating device which changes in light intensity. No beacons or strobe lights shall be permitted.

e. *Sign Types.* Signs shall only refer to a business, person, activity, goods, products, or service located on the premises where the sign is installed and maintained. Temporary signs shall not be permitted.

f. *Exempt Signs.* Those signs set forth below shall also be permitted.

(1) *Address Numbers and Name Plates. Address* numbers for each residential building not exceeding one square foot in effective area and one name plate not exceeding 2 square feet in effective area per dwelling unit or business.

(2) *Banner Signs.* One sign composed of highly flexible lightweight material, such as a banner, per business premises, which is not over 4 square feet in effective area, posted for not more than 30 days per year.

(3) *Directional Signs.* Detached on-premises directional signs which do not exceed 5 square feet in effective area. Any logo, business name, product, or service identification, or other advertising shall not exceed 20% of the effective area. No part of the sign shall exceed 4 feet in height above street grade or 4 feet in height above the lowest level of the ground under the sign if elevation of premises at sign location is more than 12 inches above street grade, excluding berms or other landscaping features. A certificate of appropriateness much be issued prior to installation of directional signs.

(4) *Flag.* A flag or similar device identifying any person.

(5) *Government Signs.* Any sign erected or maintained by or for any agency or government pursuant to and in discharge of any governmental function or required or authorized by law, ordinance, or governmental regulations.

(6) *Internal Signs.* Any on-premises sign, the copy of which cannot be viewed from a street right-of-way or adjoining property.

(7) *Neighborhood Identifications Signs.* A sign, masonry wall, landscaping or other similar material or features which are combined to form a display for neighborhood or tract identification, provided that the legend of such display shall consist of only the neighborhood, tract name, or historic district. A certificate of appropriateness must be issued prior to installation of neighborhood identification signs.

(8) *Real Estate Sale, Lease, And Construction Signs.* Non-illuminated temporary on-premises signs pertaining to the construction, sale, or lease of that premises, not to exceed 6 square feet in effective area. Such signs shall be removed within 14 days after the closing of the sale or lease or within 30 days after the issuance of an occupancy permit or erection of a permanent sign, whichever occurs first.

(9) *Miscellaneous Exempt Signs.*

(a) A temporary sign not exceeding 4 square feet in background area advertising drives or events of a civic, philanthropic, educational, religious, political, or similar nature, provided that said sign is posted only during said drive or event for no more than 30 days per year and is removed within 24 hours after an event.

(b) Attached incidental sign, which pertains to goods, products, services, or facilities that are available on the premises where the sign is located, but only tangentially related to the main activities or purposes of the business, not exceeding a total of 4 square feet in effective area per business.

5. *Off-Street Parking Requirements.* All uses shall provide off-street parking in accordance with Section 36-7.04, unless the contributing structure is intact, whereas Section 36-7.04 is otherwise modified herein:

a. Parking Spaces Required.

(1) Non-residential uses shall have at least one parking space for each 350 square feet of gross leasable area, excluding outdoor display and sales areas. However, parking requirements may be reduced for uses that demonstrate a sensitivity to historic preservation. The applicant may submit a parking plan to the ARC for modification to the requirements. The ARC shall consult with the Landmarks Board for overall sensitivity to historic preservation.

(2) Residential uses shall have at least one and 1.5 parking spaces for each dwelling unit.

b. *Parking Lot Surface.* Parking lots and driveways shall be surfaced with either asphalt,

concrete or pavers so as to provide a permanent surface capable of withstanding the type of vehicular traffic to which such area is likely to be subjected.

E. **Area B Regulations.**

1. *Site Plans.* All development and uses shall comply with the site plan requirements of Section 36-2.03.

2. *Certificate of Appropriateness.*
   a. *When Required.* A certificate of appropriateness shall be required when a contributing structure is proposed to be demolished.
   b. *Review Criteria.* The Landmarks Board, in considering whether or not to issue a certificate of appropriateness, shall be guided by the standards contained in Section 36-2.11.D.3 with the following modifications:
      (1) For demolition, the Landmarks Board shall also consider the standards contained in Section 36-2.11.D.3.d with the following additions and modifications:
         (a) The visual and spatial relationship of the structure to its surroundings and to the rest of the Walnut Street Urban Conservation District - West.
         (b) The Landmarks Board shall consult the Walnut Street Historic Survey, the Walnut Street Historic District National Register Nomination and/or the Walnut Street Preservation Plan in addition to those items contained in Section 36-2.11.D.3.d
      (2) The alternatives available to the demolition applicant including:
         (a) Donation of the subject structure or site to a public or benevolent agency.
         (b) Donation of a part of the value of the subject structure or site to a public or benevolent agency, including the conveyance of development rights and facade easements.
         (c) The possibility of sale of the structure or site, or any part thereof, to a prospective purchaser capable of preserving such structure or site.
         (d) The potential of such structure or site for renovation and its potential for continuing use.
         (e) The Landmarks Board shall balance the interest of the public in preserving the structure, site, or portion thereof and the interest of the owner in its utilization.

3. *Demolition of Contributing Buildings.* The standards contained in Section 36-2.11.D.3.d shall not be applicable to the Walnut Street- West Urban Conservation District. Notwithstanding any other provisions of this ordinance to the contrary, demolition of a contributing building as defined in subsection 2.D. of this ordinance shall occur only in accordance with the provisions of this section. Demolition of a contributing building in the Walnut Street Urban Conservation District - West constitutes an irreplaceable loss to the quality and character of the district and the City of Springfield. No permit shall be issued for demolition of a contributing building unless a certificate of economic hardship has been issued by the Board verifying that the structure has degenerated beyond feasible limits for rehabilitation, or that rehabilitation is impracticable and there is an economic hardship.

4. *Signs.* All signage shall meet the standards of Article 9 unless otherwise modified herein:
   a. *Number.* Each premises shall be permitted one detached sign and shall also be permitted either one projecting sign or one wall sign.
   b. *Size.* A maximum of 50 square feet of background area shall be permitted for each attached or detached sign. Detached signs may be two sided, each side not to exceed 50 square feet. A single-sided detached sign shall not exceed 50 square feet.
   c. *Height.* No part of a detached sign shall exceed a height of 10 feet above the ground area upon which it is located.
   d. *Sign Lighting.* No sign shall use a blinking, flashing, animated, or other illuminating device which changes in light intensity. No beacons or strobe lights shall be permitted.
   e. *Sign Types.* Signs shall only refer to a business, person, activity, goods, products, or service located on the premises where the sign is installed and maintained. Temporary

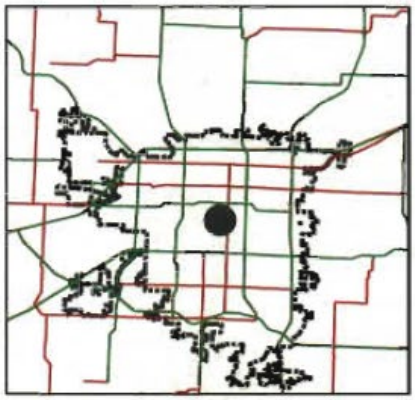
signs shall not be permitted.

f. *Exempt Signs.* Those signs set forth below shall also be permitted.
   (1) *Address Numbers and Name Plates.* Address numbers for each residential building not exceeding one square foot in effective area and one name plate not exceeding 2 square feet in effective area per dwelling unit or business.
   (2) *Banner Signs.* One sign composed of highly flexible lightweight material, such as a banner, per business premises, which is not over 4 square feet in effective area, posted for not more than 30 days per year.
   (3) *Directional Signs.* Detached on-premises directional signs which do not exceed 5 square feet in effective area. Any logo, business name, product, or service identification, or other advertising shall not exceed 20% of the effective area. No part of the sign shall exceed 4 feet in height above street grade or 4 feet in height above the lowest level of the ground under the sign if elevation of premises at sign location is more than 12 inches above street grade, excluding berms or other landscaping features. A certificate of appropriateness much be issued prior to installation of directional signs.
   (4) *Flag.* A flag or similar device identifying any person.
   (5) *Government Signs.* Any sign erected or maintained by or for any agency or government pursuant to and in discharge of any governmental function or required or authorized by law, ordinance, or governmental regulations.
   (6) *Internal Signs.* Any on-premises sign, the copy of which cannot be viewed from a street right-of-way or adjoining property.
   (7) *Neighborhood Identifications Signs.* A sign, masonry wall, landscaping or other similar material or features which are combined to form a display for neighborhood or tract identification, provided that the legend of such display shall consist of only the neighborhood, tract name, or historic district. A certificate of appropriateness must be issued prior to installation of neighborhood identification signs.
   (8) *Real Estate Sale, Lease, And Construction Signs.* Non-illuminated temporary on-premises signs pertaining to the construction, sale, or lease of that premises, not to exceed 6 square feet in effective area. Such signs shall be removed within 14 days after the closing of the sale or lease or within 30 days after the issuance of an occupancy permit or erection of a permanent sign, whichever occurs first.
   (9) *Miscellaneous Exempt Signs.*
      (a) A temporary sign not exceeding 4 square feet in background area advertising drives or events of a civic, philanthropic, educational, religious, political, or similar nature, provided that said sign is posted only during said drive or event for no more than 30 days per year and is removed within 24 hours after an event.
      (b) Attached incidental sign, which pertains to goods, products, services, or facilities that are available on the premises where the sign is located, but only tangentially related to the main activities or purposes of the business, not exceeding a total of 4 square feet in effective area per business.

5. *Off-Street Parking Requirements.* All uses shall provide off-street parking in accordance with Section 36-7.04, unless the contributing structure is intact, whereas Section 36-7.04 is otherwise modified herein:
   a. Parking Spaces Required.
      (1) Non-residential uses, except restaurant uses which shall follow the requirements, shall have at least one parking space for each 350 square feet of gross leasable area, excluding outdoor display and sales areas. However, parking requirements may be reduced for uses that demonstrate a sensitivity to historic preservation. The applicant may submit a parking plan to the ARC for modification to the requirements.
      (2) Residential uses shall have at least one and 1.5 parking spaces for each dwelling unit.
   b. *Parking Lot Surface.* Parking lots and driveways shall be surfaced with either asphalt, concrete or pavers so as to provide a permanent surface capable of withstanding the type of vehicular traffic to which such area is likely to be subjected.

F. **Definitions.** The Walnut Street-West Urban Conservation District shall be subject to all applicable definitions found in Article 11. Any definition found in Article 11 and referencing historic structures, historic sites, historic landmarks, or historic districts shall also be deemed applicable to any building or property within the Walnut Street-West Urban Conservation District.

G. **Exhibits.**



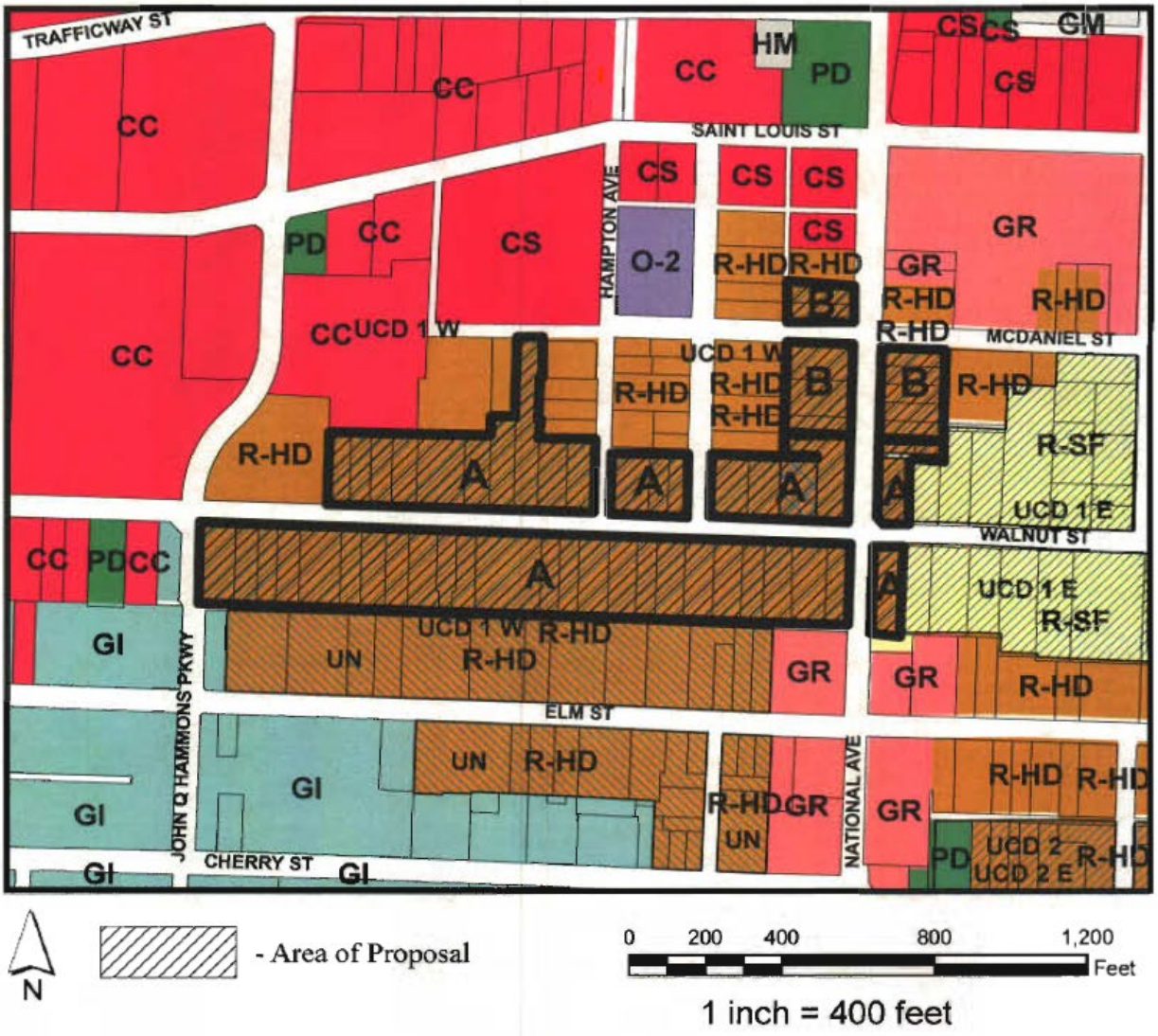
Zoning & Subdivision Report

Planning & Development - 417/864-1611
840 Boonville - Springfield, Missouri 65801

Exhibit 2
Z-02-2010
Walnut Street-West UCD
Sub Areas

Location: 900-1200 blk E. Walnut & 200-300 blk S. National

LOCATION SKETCH



36-10.08 Short-term Rentals

A. **Short-term Rental Type 1.**

1. This section (1) shall apply to a short-term rental use that:
   a. Is rented for periods of less than 30 consecutive days;
   b. Is located within a R-SF or R-MX1 zoning district; and
   c. Is a residential dwelling that is the primary residence of the short-term rental owner or operator.

2. The following provisions shall apply to a short-term rental type 1:
   a. A short-term rental type 1 shall only be located in the primary structure or an accessory dwelling unit per Section 36-4.04.C;
   b. Annual business license shall be obtained; and
   c. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 1 which is not in compliance with the provisions of this section.

B. **Short-term Rental Type 2.**

1. This section (B) shall apply to a short-term rental use that:
   a. Is rented for periods of less than 30 consecutive days;
   b. Is located within a R-SF or R-MX1 zoning district; and
   c. Is not a residential dwelling that is the primary residence of the short-term rental owner or operator.

2. The following provisions shall apply to a short-term rental type 2:
   a. Density limitations: no short-term rental type 2 shall be located within 500 feet of another short-term rental type 2, as measured by the shortest distance between the two closest property lines;
   b. A short-term rental type 2 shall only be located in the primary structure or an accessory dwelling unit;
   c. No exterior alterations that would change the single-family residential character of the short-term rental type 2, other than those necessary to ensure the safety of the structure, shall be made;
   d. No residential structure shall be removed for parking or to expand the short-term rental type 2;
   e. A short-term rental type 2 shall not be rented for receptions, parties, weddings, or any similar activities on the property;
   f. The owner of a short-term rental type 2 shall provide notification as required by Section 36-10.08.D;
   g. A certificate of occupancy shall be obtained in accordance with Article I, Division 6 of Chapter 38, Building Development Codes;
   h. An annual business license shall be obtained; and
   i. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 2 which is not in compliance with the provisions of this section.

3. A short-term rental type 2 permit shall be required for short-term rental type 2 uses.
   a. An application fee as set forth in the schedule of fees, shall accompany any short-term rental type 2 application and is in addition to the permit and certificate of occupancy fee required by this section. The additional fee shall be for the costs of processing the application.
   b. Applicant(s) shall hold a neighborhood meeting at the property involved in the application or in the immediate vicinity. Notice of the meeting shall be sent by first-class mail, postage paid, at least 10 days prior to the meeting, to the owner of each real property within 500 feet of the short-term rental property, as shown on the records of the county assessor, to the occupant of each real property within 500 feet of the short-

term rental property, which may be addressed to “occupant” and mailed to the physical address, and to the president or other association officer(s) of any neighborhood association(s) as on file with the PD Director.

c. Notice of the neighborhood meeting shall be posted by the applicant at least 10 days prior to the meeting and 21 days after for a total of at least 31 days in conspicuous places on or in the immediate vicinity of the property which is the subject of the short-term rental type 2. One sign shall be posted on each street frontage of the subject property. Additional signs or alternate posting locations may be required at the discretion of the PD Director. Such notice shall be at least 18 inches in height and 24 inches in width and shall contain the words "NEIGHBORHOOD MEETING" and in addition the date, time, and place of the public meeting, and a telephone number where additional information can be secured.

d. It is recommended the meeting be held early enough to provide time for the applicant to consider any neighborhood input, allow any changes to be evaluated by staff, and to resolve any issues if possible. The meeting shall be scheduled from 4:00 p.m. to 6:30 p.m.

e. The mailing shall be performed by the Department of Planning and Development; however, the letters and envelopes themselves must be prepared, and postage placed on same by the applicant. The neighborhood letters shall be submitted to the Department of Planning and Development for mailing, in sufficient time to allow for mailing for at least 10 days prior to the date of the neighborhood meeting. A file copy of the letter shall be provided to the Department of Planning and Development. The notice letter shall contain the following at a minimum and any additional information as required by the PD Director:
   (1) Description and details of proposed short-term rental operation including number of days per month to be rented and any other proposed changes;
   (2) Meeting date, time and location;
   (3) Applicant or their representative's contact information; and
   (4) Information sheet provided by the city, including notice that an owner of residential real property within 500 feet of the short-term rental property has 10 days from the date of the neighborhood meeting to submit a letter objecting to the short-term rental.

f. No more than 10 days following the neighborhood meeting, the applicant shall submit a summary of the meeting to the Department of Planning and Development using the following format as set forth below (“meeting summary”):
   (1) Meeting date, time, and location;
   (2) Number of individuals in attendance with an attached sign-in sheet;
   (3) List of issues raised, and any verbal comments received and how the applicant plans to respond; and
   (4) Additional information, such as comment cards and letters, shall be attached to the summary.

g. If the applicant does not submit a complete meeting summary within 10 days of the neighborhood meeting, the application shall be considered incomplete, and the applicant will be required to conduct a new meeting.

h. If at least two or at least 30%, whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection no more than 10 days after the neighborhood meeting, the application shall be denied. If the application is denied for this reason, an applicant may file an appeal to the Planning and Zoning Commission for a resolution to approve the application. An appeal must be filed within 10 days of denial. The decision of the Planning and Zoning Commission shall be final for the purposes of Chapter 536, RSMo.

i. If the applicant submits a complete meeting summary and less than two or less than 30%, whichever is greater, of adjacent owners of residential real property, including those adjoining and immediately across the street, submit a letter of objection, the application shall be approved, provided that all other requirements have been satisfied.

j. The City shall have the authority from time to time to prepare forms to implement this section including application forms, forms for notice, forms for proof of ownership, and other appropriate requirements.

C. **Short-term Rental Type 3.**

1. This section (C) shall apply to a short-term rental use that:
   a. Is rented for a period of less than 30 consecutive days; and
   b. Is not located in an R-SF or R-MX1 zoning district, but in a zoning district that allows residential uses.

2. The following provisions shall apply to a short-term rental type 3:
   a. A maximum of two units, or 10% of the units on a premises, whichever is greater, may be used as two short-term rental type 3 units;
   b. A short-term rental type 3 unit shall not be rented for receptions, parties, weddings, or any similar activities on the property;
   c. A short-term rental type 3 shall provide notification as required by Section 36-10.08.D;
   d. A certificate of occupancy shall be obtained in accordance with Article I, Division 6 of Chapter 38, Building Development Codes;
   e. Annual business license shall be obtained; and
   f. It shall be a violation of this section for an owner or operator to advertise or promote or to use a third-party intermediary to advertise or promote a short-term rental type 3 which is not in compliance with the provisions of this section.

D. **Short-term Rental Notification Requirements.**

1. The owner of a short-term type 2 or short-term rental type 3 shall post, conspicuously in each rental unit the following information:
   a. The names and contact information of the person or persons responsible for the day-to-day operations of the short-term rental;
   b. The certificate of occupancy and business license number;
   c. The restrictions on noise applicable under Section 36-4.05 including limitations on the use of amplified sound;
   d. Any applicable parking restrictions;
   e. Trash collection schedule; and
   f. That the short-term rental unit may not be rented for receptions, parties, weddings or other similar activities on the property.

E. **Short-term Rental Revocation, Suspension, or Denial of a Permit.**

1. The PD Director may immediately revoke or suspend a permit, or deny either the issuance or renewal thereof, if it is found that:
   a. The owner or operator failed to comply with the short-term rental requirements in this section or any other city codes and ordinances. The PD Director may suspend, revoke, or deny an application to renew a short-term rental permit for a period of 12 months. During that time, another short-term rental may be established pursuant to this section and cause the revoked or denied short-term rental from being re-established due to the density limitation.
   b. The PD Director may, in writing, suspend, deny, or revoke a permit issued under provisions of this section whenever the permit is issued on the basis of a misstatement of fact, fraud, or noncompliance with this section.
   c. When a short-term rental permit is denied by the PD Director, written notice shall be given of the denial to the owner, together with a brief written statement of the reason for the denial. Such denials shall have referenced the section of this section or other pertinent code used as a standard for the basis of denial.
   d. If the PD Director denies, suspends, or revokes a permit, the owner may file an appeal request to the Planning and Zoning Commission. The decision of the Planning and Zoning Commission shall be final for the purposes of Chapter 536, RSMo.

F. **Transferability/Renewal.**

1. The owner of a permitted short-term rental may transfer the property along with the permitted use to another within 30 days of the change in property ownership, subject to the transferee completing an application and providing all required information to the city. This transfer does not trigger a new certificate of occupancy inspection by virtue of the transfer alone.

2. Nonconforming permitted short-term rentals are eligible for transferring of business ownership in the event of a change of property ownership. This will need to take place within 30 days of the change in property ownership.

3. Nonconforming short-term rentals will be eligible for business license renewal provided they meet all of the other requirements of this section except the density limitations. Renewal of short-term rentals will be conducted by the Licensing Division of the Finance Department.

G. **Implementation.**

1. For the purpose of the implementation of the short-term rental uses and fairness in dealing with potential conflicts based on density limitations. Applications for short-term rentals shall commence two weeks after the passage of this ordinance.

2. Implementation and suspension of density limitations. Applicants filing an application for a short-term rental type 2 within the first 30 days following passage of this ordinance shall not be subject to the density limitations set forth in Section 36-10.08.B.2.a. Applications received after this initial period will be subject to this density.

H. **Hosting Platform Responsibilities.**

1. *Definitions.*

Booking transaction. Any reservation or payment service provided by a person who facilitates a short-term rental transaction between a short-term rental licensee and a transient guest.

Hosting platform. A person who participates in the rental of a short-term rental by collecting or receiving a fee, directly or indirectly through an agent or intermediary, for conducting a booking transaction using any medium of facilitation.

Person. Any natural person, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, limited liability company, or organization of any kind.

Short-term rental: see Section 36-11.01.

Short-term rental licensee: a person who holds a business license for a short-term rental.

Transient guest. A person who occupies a room or rooms in a short-term rental for less than 30 consecutive days during any calendar quarter.

2. Hosting platforms shall be responsible for collecting all applicable City taxes and remitting the same to the City. The hosting platform shall be considered an agent of the short-term rental licensee for tax collection and remittance responsibilities as set forth in Chapter 70, Article V of this Code.

3. Subject to applicable laws, hosting platforms shall disclose to the City on a monthly basis each short-term rental listing located in the City, the address of each such listing, the revenue for each such listing, and the tax due amount.

4. Hosting platforms shall not complete any booking transaction for any property subject to this section unless it is licensed as a short-term rental at the time the hosting platform receives a fee for the booking transaction. Hosting Platforms that display short-term rental listings for properties shall require all owners using the platform to include a license number in any new listing for a short-term rental on the platform. A Hosting Platform shall remove any listing for a short-term rental from the platform after notification by the City that the short-term rental listing

lacks a license number or the license number is invalid, expired, or has been revoked. The notification must identify the listing(s) to be removed by its URL and state the reason for removal. The platform shall remove the listing from public view within seven business days from the date of the notice.

I. **Penalties.**

1. Any violation of this section shall be punishable by a fine of not more than $1,000.00 or by imprisonment in jail for a period not exceeding 180 days, or both such fine and imprisonment. The court shall not suspend imposition of sentence for any violation of this section.

2. Each day a violation continues shall be deemed a separate offense.

3. Any person found guilty of a violation of this section shall be sentenced to a minimum fine of $500.00.

4. Any person found guilty of a violation on this section who has previously been found guilty of a violation of this section shall be sentenced to a minimum fine of $1,000.00.

36-10.09 Marijuana & Medical Marijuana Uses

A. **Intent.** The intent of this section is to allow marijuana and medical marijuana uses while minimizing any possible adverse effects of these uses on the surrounding neighborhood. Marijuana-related uses are subject to additional district- or use-specific standards in this section.

B. **Applicability.** In association with the use table in Section 36-4.02, specific marijuana and medical marijuana uses are further restricted to specific districts indicated in Table 10-6. All uses are subject to the general use, development, form, and design standards of the applicable district.

Table 10-6: Permitted Marijuana and Medical Marijuana Uses and Districts

Use Type	Separation	CC	C-MX2	GC	LIC	HM
Medical, comprehensive, or microbusiness dispensary facility	1,000' from elementary or secondary school or place of worship. 200' from a child daycare	P	P	P	P	P
Medical or comprehensive marijuana infused product manufacturing Type 2 extraction	1,000' from elementary or secondary school or place of worship. 200' from a child daycare	P	P	P	P	P
Medical or comprehensive marijuana cultivation facility or microbusiness marijuana wholesale facility	1,000' from elementary or secondary school, place of worship, or child daycare			P / C	P / C	P / C
Marijuana testing facility	1,000' from elementary or secondary school, place of worship, or child daycare				P	P
Medical or comprehensive marijuana infused product manufacturing Type 1 extraction	1,000' from elementary or secondary school, place of worship, or child daycare					P / C

C = Conditional use permit required if adjacent to or across the street from residential uses; use is subject to the process and criteria in Section 36-2.04 in addition to the standards and criteria of this section.

C. **Specific Use Standards.** Marijuana and medical marijuana facilities shall meet the following additional standards in districts where they are permitted or allowed by conditional use permit.

1. A business license shall be obtained annually, and the marijuana and medical marijuana

license issued by the State of Missouri shall be displayed in an open and conspicuous place on the premises.

2. Facilities must develop, implement, and maintain an odor control plan, which shall address odor mitigation practices including engineering controls, such as system design and operational processes. The plan shall be reviewed and certified by a professional engineer or a certified industrial hygienist to effectively mitigate odors for all odor sources. No use shall emit an odor that creates a nuisance in violation of City Code.
3. The location and separation measures of Table 10-6 shall be applied as follows:
   a. In the case of a freestanding facility, the distance between the facility and the protected use shall be measured from the closest external wall of the facility structure to the closest point of the property line of the protected use.
   b. If the protected use is part of a larger complex or campus, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the protected use.
   c. If the facility is part of a larger complex or campus, such as an office building or strip mall, the distance shall be measured from the facility's closest entrance or exit to the property line of the protected use.
   d. If the facility and the protected use are both part of a larger complex or campus, the distance shall be measured between the entrances of the facility and the protected use.
   e. Measurements shall be made along the shortest path between the demarcation points that can be traveled by foot.
4. No marijuana or medical marijuana facility shall be located in a building that contains a residence.
5. All marijuana and medical marijuana facilities shall be closed to the public between the hours of 10:00 p.m. and 6:00 a.m. No persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises, during that time.
6. No marijuana may be smoked, ingested, or otherwise consumed on the premises of a marijuana or medical marijuana facility.
7. All operations and all storage of materials, products, or equipment shall be within a fully enclosed building. No outdoor operations or storage shall be permitted.
8. If multiple licenses are issued for one location, then restrictions for the highest intensity use shall apply.

D. **Definitions.** The following terms shall have the specific meaning given for interpreting this section:

Child Daycare. A childcare facility, as defined by Section 210.201 RSMo., or its successor provisions, that is licensed by the State of Missouri.

Comprehensive Facility. A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, or a comprehensive marijuana-infused products manufacturing facility.

Comprehensive Marijuana Cultivation Facility. A facility licensed by the state to acquire, cultivate, process, package, store on-site or offsite, transport to or from, and sell marijuana, marijuana seeds, and marijuana vegetative cuttings (also known as clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation

of prerolls, but shall not include the manufacture of marijuana-infused products.

Comprehensive Marijuana Dispensary Facility. A facility licensed by the state to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a qualifying patient, primary caregiver, or consumer, as set forth and defined in Article XIV of the Missouri State Constitution, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer, and consistent with the limitations in Article XIV of the Missouri State Constitution and Springfield City Code, to a comprehensive facility, a marijuana testing facility, or a medical marijuana facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but such facility shall collect all appropriate tangible personal property sales tax for each sale, as set forth in Article XIV of the Missouri State Constitution and Springfield City Code. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

Comprehensive Marijuana-infused Products Manufacturing Facility. A facility licensed by the state to acquire, process, package, store, manufacture, and transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, prerolls, and infused prerolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

a. Type 1 extraction facility: A facility which uses combustible gases, CO2, or other hazardous substances in the marijuana extraction process.
b. Type 2 post-extraction facility: A facility which uses marijuana extractions to incorporate into edibles, ointments, etc., and does not use combustible gases, CO2, or other hazardous substances.

Elementary or Secondary School. Any public school, as defined in Section 160.011 RSMo., or any private school giving instruction in a grade or grades not higher than the twelfth grade, but not including any private school in which education is primarily conducted in private homes.

Flowering Marijuana Plant. A marijuana plant from the time it exhibits the first signs of sexual maturity through harvest.

Marijuana or *Marihuana.* Cannabis indica, Cannabis sativa, and Cannabis ruderalis, hybrids of such species, and any other strains commonly understood within the scientific community to constitute marijuana, as well as resin extracted from the marijuana plant and marijuana-infused products. "Marijuana" or "marihuana" does not include industrial hemp as defined by Missouri statute, or commodities or products manufactured from industrial hemp.

Marijuana Facility. A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products manufacturing facility, microbusiness wholesale facility, microbusiness marijuana dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the state pursuant to Article XIV, Section 2 of the Missouri State Constitution. Marijuana facilities do not include medical marijuana facilities licensed pursuant to Article XIV, Section 1 of the Missouri State Constitution.

Marijuana-infused Products. Products that are infused, dipped, coated, sprayed, or mixed with marijuana or an extract thereof including, but not limited to, products that are able to be vaporized or smoked, edible products, ingestible products, topical products, suppositories, and infused prerolls.

Marijuana Microbusiness Facility. A facility licensed by the state as a microbusiness marijuana dispensary facility or microbusiness wholesale facility, as defined in this section.

Marijuana Testing Facility. A facility certified by the state to acquire, test, certify, and transport marijuana, including those originally licensed as a medical marijuana testing facility.

Medical Marijuana. Marijuana allowed for the limited legal production, distribution, sale, and purchase for medical use as governed by Article XIV of the Missouri State Constitution.

Medical Marijuana Cultivation Facility. A facility licensed by the state to acquire, cultivate, process, package, store onsite or off-site, transport to and from, and sell marijuana, marijuana seeds, and marijuana vegetive cuttings (also known as clones) to a marijuana dispensary facility, marijuana testing facility, medical marijuana cultivation facility, or medical marijuana-infused products manufacturing facility. A medical marijuana cultivation facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana Dispensary Facility. A facility licensed by the state to acquire, process, package, store onsite or off-site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer to a qualifying patient, a primary caregiver, as set forth and defined in Article XIV of the Missouri Constitution, anywhere on the licensed property or to any address as defined by the patient or primary caregiver, so long as the address is a location allowing for the legal possession of marijuana, another medical marijuana dispensary facility, a marijuana testing facility, a medical marijuana cultivation facility, or a medical marijuana-infused products manufacturing facility. Dispensary facilities may receive transaction orders at the dispensary in person, by phone, or via the internet, including from a third party. A medical marijuana dispensary facility's authority to process marijuana shall include the production and sale of prerolls, but shall not include the manufacture of marijuana-infused products.

Medical Marijuana Facility. Any medical marijuana cultivation facility, medical marijuana dispensary facility, or medical marijuana-infused products manufacturing facility, as governed by Article XIV, Section 1, of the Missouri State Constitution.

Medical Marijuana-infused Products Manufacturing Facility. A facility licensed by the state to acquire, process, package, store onsite or off-site, manufacture, transport to or from, and sell marijuana-infused products to a medical marijuana dispensary facility, a marijuana testing facility, a medical marijuana cultivation facility, or to another medical marijuana-infused products manufacturing facility.

a. *Type 1 Extraction Facility.* A facility which uses combustible gases, CO2, or other hazardous substances in the marijuana extraction process.
b. *Type 2 Post-extraction Facility.* A facility which uses marijuana extractions to incorporate into edibles, ointments, etc., and does not use combustible gases, CO2, or other hazardous substances.

Microbusiness Marijuana Dispensary Facility. A facility licensed by the state to acquire, process, package, store on site or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), marijuana-infused products, and drug paraphernalia used to administer marijuana to a consumer, qualifying patient, or primary caregiver, as set forth and defined in Article XIV of the Missouri State Constitution, anywhere on the licensed property or to any address as directed by the consumer, qualifying patient, or primary caregiver and, consistent with state and local law, a microbusiness wholesale facility or a marijuana testing facility. Microbusiness marijuana dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness marijuana dispensary facility's authority to process marijuana shall include the creation of prerolls.

Microbusiness Wholesale Facility. A facility licensed by the state to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (also known as clones), and marijuana-infused products to a microbusiness marijuana dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of prerolls and infused prerolls.

Place of Worship. A permanent building primarily and regularly engaged in organized services for religious worship open to the public or a specific congregation of members or participants.

Preroll or Infused Preroll. A consumable or smokable marijuana product, generally consisting of:
a. A wrap or paper;
b. Dried flower, buds, and/or plant material; and
c. A concentrate, oil, or other type of marijuana extract, either within or on the surface of the product. Infused prerolls may or may not include a filter or crutch at the base of the product.

36-10.10 Wireless Telecommunication Facilities

A. **Legislative Findings.** On February 8, 1996, Congress enacted the federal Telecommunications Act of 1996, P.L. No. 104-458. The purpose of the act is to deregulate the telecommunications industry, providing a more competitive environment for wired and wireless telecommunication services in the United States.

1. A concomitant effect of increased competition in the market for wireless telecommunications services is an increased demand for antenna sites on towers and other antenna support structures necessary for providing wireless service.
2. New personal wireless telecommunications technologies, such as personal communications systems (PCS), require antenna sites to be denser than previous technologies required. However, due to the uniqueness of the wireless telecommunications industry and constantly changing technology, local regulatory efforts must be sufficiently flexible to allow for the continuing development of the wireless telecommunications industry.
3. The Telecommunications Act of 1996 preserves the authority of the city to regulate the placement, construction, and modification of towers, antenna support structures, and telecommunications facilities and to protect the health, safety, and welfare of the public, which is granted to the city under the Constitution and statutes of the State of Missouri and the Charter.
4. Consistent with the Telecommunications Act of 1996, regulation of towers and telecommunications facilities in certain areas of the city of Springfield, as provided in this chapter, will not have the effect of prohibiting any person from providing wireless telecommunications services.
5. The Federal Communications Commission (FCC) has exclusive jurisdiction over:
   a. The regulation of the environmental effects of radio frequency emissions from telecommunications facilities.
   b. The regulation of radio signal interference among users of the radio frequency spectrum.
6. The uncontrolled proliferation of towers in the city of Springfield could diminish property values, the aesthetic quality of the city, and could otherwise threaten the health, safety, and welfare of the public.
7. The presence of telecommunications towers, large enclosures, satellite dishes and other large unmovable objects other than standard wood utility poles on the rights-of-way, rather than on private utility easements or fee simple title interests, are a danger to the traveling public and an interference with the use and enjoyment of the right-of-way by abutting landowners and members of the public.

B. **Legislative Purposes.** The general purpose of this section is to regulate the placement, construction, and modification of towers and telecommunications facilities in order to protect the health, safety, and welfare of the public, while at the same time not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in Springfield.
Specifically, the purposes of this section are:

1. To direct the location of towers and telecommunications facilities in the city;
2. To protect residential areas and land uses from potential adverse impacts of towers and telecommunications facilities;
3. To minimize adverse visual impacts of towers and telecommunications facilities through careful design, sitting, landscaping, and innovative camouflaging techniques;
4. To promote and encourage shared use/co-location of towers and antenna support structures as a primary option rather than construction of additional single-use towers;
5. To avoid potential damage to adjacent properties caused by towers and telecommunications facilities by ensuring such structures are soundly and carefully designed, constructed, modified, maintained, and removed;
6. To the greatest extent feasible, ensure that towers and telecommunications facilities are compatible with surrounding land uses;
7. To the greatest extent feasible, ensure that proposed towers and telecommunications facilities are designed in harmony with natural settings and in a manner consistent with current development patterns; and
8. To create a licensing process which allows the city to more efficiently administer this section.

C. **Applicability.**

1. All towers, antenna support structures, and telecommunications facilities, any portion of which are located within the city of Springfield, are subject to this chapter. All towers within the city of Springfield, Missouri, at the time of passage of said ordinance, or are annexed at a later date, shall be registered with the city Finance Director within 60 days from the effective date hereof together with the height, width, and location thereof and a registration fee as set forth in the schedule of fees. Failure to register an existing tower shall raise a presumption that said tower was not a legal nonconforming use on the date of passage of said ordinance. However, said ordinance shall not apply to tower structures used, or to be used, solely for services provided pursuant to a broadcast radio or television license issued by the FCC; to towers and antennas used for private telecommunications services when the equipment is located on the premises of the entity using said private telecommunication service; or the towers and antennas, support structure, or masts that are located on the primary business premises of a provider of communications services if used to monitor the provider's services and the equipment used by the broadcaster, private telecommunicator, or provider is in compliance with any federal, state ,or local laws, and does not encroach on the public right-of-way.
2. Except as provided in this section, any current legal use being made of an existing tower or antenna support structure on the effective date of this section, herein "nonconforming structures," shall be allowed to continue, even if in conflict with the terms of this section. Any tower site that has received city approval in the form of either a conditional use permit or building permit, but has not yet been constructed or located, shall be considered a nonconforming structure so long as such approval is current and not expired.

D. **Permitted, Conditional, & Accessory Uses.**

1. *Generally.* The allowable use of towers and placement of telecommunications facilities as either permitted uses or conditional uses in the several zoning districts shall be as set forth in this chapter based on the following table, except that no telecommunications towers shall be allowed on any right-of-way. All other utility facilities, regardless of type, shall meet the standards and requirements of the zoning district in which they are located. Any utility facility, equipment, or structure that is to be located above ground on the public right-of-way or private

easement with a length or width in excess of 47 inches must receive approval of the City Council prior to installation. Multiple locations may be approved in one application process.

Table 10-7: Wireless Facilities and Telecommunication Towers

Tier	Descriptions
Tier I	Wireless facilities and antennas mounted on buildings or other structures, including existing towers, public buildings and structures, school buildings and structures, and churches.
Tier II	Cell towers of a stealth design that are not greater than 60' in height, located on the same premises or parcel as public buildings and structures, school buildings and facilities, church buildings and noncommercial, not-for-profit residential neighborhood facilities and approved by ordinance.
Tier III	Cell tower of a monopole or stealth design that are <100' in height.
Tier IV	Cell towers of a stealth or monopole design that are >100' in height.
Tier V	Cell towers that are: a. Not of a stealth or monopole design; or b. >100' in height and not setback from any residential district at least 2 feet for every one foot of height; or c. Not able to collocate at least 1 additional provider if the tower height is >100' or at least 2 additional providers' facilities if the tower height is >120'.

2. *Telecommunications Facilities.* Any telecommunications facilities which are not attached to a tower shall be a permitted accessory use to any commercial, industrial, professional, institutional, or multifamily structure, regardless of the zoning restrictions applicable to the zoning district where the structure is located and without having to obtain any prior authorization from the city, provided that the person making such accessory use files a written certification with the city establishing the following:
   a. That the total height of the antenna support structure and telecommunications facilities do not exceed the structural height limitations in the applicable zoning district under this chapter by more than 20 feet;
   b. That the antenna support structure and telecommunications facilities comply with the city building code and any applicable state law, does not encroach on the public right-of-way, and a building permit has been obtained from the Department of Building Development Services;
   c. That any telecommunications facilities and antennas located on the roof of a building shall comply with setbacks required by the city building code, if any, and do not extend more than 50 inches in the horizontal plane from the side of such an antenna support structure unless the purpose of said protrusion is to permit signal coverage in an area that will not receive such coverage but for an extension beyond 50 inches. Any extension beyond 50 inches must be approved by the BDS Director prior to construction of said antenna and such approval shall be dependent upon a showing that coverage is unavailable but for the extension, the extension does not violate any other building code of the city, state, or federal law that is applicable, encroach upon public right-of-way, and does not pose any danger to the traveling public; and
   d. That the telecommunications facilities will utilize camouflaging techniques or will be side-mounted to an antenna support structure in order that the telecommunications facilities harmonize with the character and environment of the area in which they are located if technically feasible and such techniques will not degrade or distort the service signal. Antennas and support structures shall be painted to blend with the color of the building if such painting will not interfere with functioning of the antenna or support structure.

E. **Co-location.**

1. *Co-location of facilities.* New towers constructed within the city with height in excess of 60

feet should be capable of accommodating two additional carriers or telecommunications facilities for more than one other provider of communications services (hereinafter referred to as "additional capacity"). Such additional capacity, if any, shall be designated on the application and site plans presented to the city prior to construction of the tower.

2. *Co-location or installation.*
   a. Any licensee whose tower in excess of 60 feet which is constructed after the effective date of this section and which has been built in accordance with setbacks and special conditions granted to towers with co-location capabilities under this section, and has available additional capacity for installation or co-location of telecommunications facilities as demonstrated at the time the application for construction was granted, shall agree to allow other persons to install or collocate telecommunications facilities on such a tower subject to reasonable terms and conditions negotiated between the parties including the suitability , the credit worthiness, and the technical abilities of the proposed tenant. However, in no event shall a licensee be required to allow co-location of facilities if to do so would result in technical interference with the delivery of licensee's service. Failure to permit co-location or joint use on a tower which has been built in accordance with setbacks and special conditions permitted for towers designed for co-location may result in any enforcement action as permitted in Section 36-1.07 or termination of utilities following a hearing as permitted in subsection H of this section.
   b. For the purpose of co-location of antennas, a legal nonconforming tower may be used.
   c. Failure to comply with the provisions of this subsection E.2 constitutes a material violation of this section, for the purposes of subsection H of this section.

3. *Exception from Height & Bufferyards/Requirements for Co-location.*
   a. A licensee of an existing tower may modify the height of its tower to accommodate co-location of additional telecommunications facilities as long as the total height of the tower and telecommunications facilities attached thereto do not exceed the maximum height allowed in the applicable zoning district under the code by more than 20 feet.
   b. Permission to exceed the maximum permitted height pursuant to this section shall not require an additional distance separation as set forth in subsection F.3.e, nor additional bufferyards or landscaping above that required for the original tower. The tower's premodification height shall be used to calculate such distance separations.

4. *Same Tower Type.* A tower which is modified to accommodate the co-location of additional telecommunications facilities shall be of the same tower type as the existing tower. However, a different type of tower may be permitted by the approval of the BDS Director if it is demonstrated that permitting a different tower type will not exceed the height permitted in subsection E.3 and will permit the co-location of more carriers than could be accomplished by the modification of the same tower type as the existing tower.

5. *Movement of Tower.*
   a. A tower which is being rebuilt to accommodate the co-location of additional telecommunications facilities may be moved on the same premises as it was constructed on, or an adjacent premises, within 50 feet of its existing location as long as required setbacks and bufferyards are maintained.
   b. A tower that is relocated pursuant to subsection E.5. shall continue to be measured from the original tower site for the purpose of calculating the separation distances between towers pursuant to subsection F.3.e. The relocation of a tower under this

subsection shall in no way be deemed to cause a violation of subsection F.3.e.

c. A tower that is relocated on the same premises it was constructed on which comes within the separation distances established in subsection F.3.e shall only be permitted when notarized written consent is obtained from affected residential property owners.

6. *Appeal Process.* Any applicant who is denied a tower application, or who is determined by the BDS Director to be in violation of this section shall have the right to a hearing before an administrative hearing examiner appointed by the City Manager and mutually agreeable to the applicant or tower owner. Said hearing examiner shall set the hearing date no later than 20 days following the denial of an application, or the determination of a violation and shall consider, in addition to a determination of whether a violation exists or the application was improperly denied, the question of the technical or economic feasibility of compliance with this section. In the event the hearing examiner finds that the tower was constructed in accordance with setback and other provisions relating to towers designed for co-location, and said tower is not being made available for joint use or co-location as indicated at the time of application, the hearing examiner shall order utilities disconnected until such time as the tower is used jointly for co-location as originally stated in the application. The hearing examiner's final decision shall be subject to review pursuant to Chapter 536, RSMo. Any appeal under said chapter shall be filed within 30 days from the date of the hearing examiner's decision. Enforcement of the decision of the hearing examiner may be stayed by the posting of a supersedeas bond in an amount determined by the hearing examiner to be sufficient under the facts of the case to protect the interests of the public and any third party in the matter whose rights would be adversely affected by such a stay as demonstrated during any hearing on a request for said bond.

F. **Construction Standards.**

1. *Setbacks.*

a. All towers shall be set back a distance equal to:

(1) 50% of the height of the tower up to 100 feet, plus 1 foot for each foot over 100 feet in height; or

(2) The distance between the tower base and guy wire anchors, whichever is greater, with the guy wire anchors set back at least 25 feet from adjoining residential districts, public property, or a street or at least the rear yard setback from adjoining land in other districts, unless the tower is designed for co-location.

In the event a tower is capable of being used for co-location for at least two additional carriers, the setbacks for structures in the zoning district where the tower is located shall be complied with for the tower base and any guy wire anchors.

b. Setback requirements for towers shall be measured from the center of the tower to the property line of the parcel on which it is located.

2. *Structural Requirements.* All towers must be designed and certified by an engineer to be structurally sound and, at minimum, in conformance with the city's building code, any applicable state and federal laws, and other standards outlined in the City Code. A building permit must be obtained before construction may begin.

3. *Separation or Buffer Requirements.*

a. Towers shall be separated from the types of areas and comply with the minimum standards established in the table set forth below unless: (1) constructed on the same site as another tower designed for the same purpose, (2) the second tower is permitted

by the zoning district, and (3) the height of the second tower does not exceed the height permitted in the zoning district where the tower is to be located:

Table 10-8: Tower Separation & Buffer

Designated Area	*Separation Distance*
Single-family or duplex residential units in a residential district [1]	300'. If the tower is of a stealth design or is designed for co-location of an additional carrier, then the separation distance may be reduced to 100% of the height of the tower.
Vacant single-family or duplex residentially zoned land which is either platted or has preliminary subdivision plan approval which is not expired	300'. If the tower is of a stealth design or is designed for co-location of an additional carrier, then the separation distance may be reduced to 100% of the height of the tower.
Vacant unplatted residentially zoned land and residential units in nonresidential zoned districts [3]	200' or 100% of tower [2], whichever is greater.
Existing multifamily residential units greater than duplex units	100' or 100% t height of tower, whichever is greater.
Nonresidentially zoned lands or nonresidential uses	None; only setbacks apply.
Approved heliports	100' or 100% of the height of tower, whichever is greater.

[1] Includes modular homes and mobile homes used for living purposes. Separation from a unit for purposes of this chart is to be measured from the edge of the building or structure itself.
[2] Separation measured from the center of the tower to closest building setback line.
[3] Includes any unplatted residential use properties without a valid preliminary plat or valid development plan approval and any multifamily residentially zoned land greater than duplex.

a. The minimum tower separation distances above listed shall be calculated and applied irrespective of city and county jurisdictional boundaries.
b. Measurement of tower separation distances for the purpose of compliance with this section shall be measured from the center of a tower to the closest point of a designated area as specified in the table above.
c. Separation distances from other uses set forth in this subsection may be reduced for towers designed for the co-location of telecommunications facilities of other carriers by obtaining a conditional use permit, which will require demonstrating that the separation distances will:
   (1) Have the effect of preventing service to an area of the city; or
   (2) Constitute a barrier to entry into the marketplace by the applicant.
d. Proposed towers must meet the following minimum separation requirements from towers existing at the time a license is granted pursuant to this section, unless constructed for the purpose of providing co-location capacity on the same site as another tower designed for the same purpose, the second tower is permitted by the zoning district, and the height of the second tower does not exceed the height permitted in the zoning district where the tower is to be located. However, an exception from separation distances between towers may be obtained from City Council if the applicant can demonstrate that such an exception is necessary for the engineering design of the system the tower is to be a part of, or that no other option is available to provide coverage for the service area. An exception to the separation requirements shall be approved or denied by ordinance.

Table 10-9: Separation From Other Towers

Proposed Towers / Types	Existing Towers / Types			
	Lattice or Guyed >150'	Lattice or Guyed < 150'	Monopole Towers >75'	Monopole Towers < 75'
Lattice	3,000'	2,500'	1,500'	750'
Guyed	3,000'	2,500'	1,500'	750'
Monopole >75'	1,500'	1,500'	1,500'	750'
Monopole < 75 ft. in height	750'	750'	750'	750'

For the purpose of this subsection, the separation distances shall be measured by drawing or following a straight line between the center of the existing tower and the center of the proposed tower.

4. *Method of Determining Tower Height.* The height of the tower shall be measured as the vertical distance between the highest point of the tower and the natural grade below this point.

5. *Illumination.* Towers shall not be artificially lighted except as required by the Federal Aviation Administration and provisions of the City Code, except that seasonal lighting may be permitted as approved by the city. At time of construction of a tower, dual mode lighting shall be requested from the FAA in cases where there are residential uses located within a distance from the proposed tower which is equal to three times the proposed height of the tower.

6. *Finished Color & Tower Markings.* Towers not requiring FAA painting or marking shall have either a galvanized steel finish or be painted an off-white, light gray, silver, or white finish. No commercial signs or advertising shall be allowed on any towers or telecommunications facilities.

7. *Fencing & Screening.* Fences must be constructed around or upon parcels containing towers, antenna support structures, or telecommunications facilities and shall be constructed in accordance with Section 36-8.04 of this chapter.

8. *Bufferyard & Landscape.* All landscaping on parcels containing towers, antenna support structures, or telecommunications facilities shall be in accordance with the applicable bufferyard requirements in the zoning district where the tower, antenna support structure, or telecommunications facilities are located. Existing vegetation shall be maintained to the extent possible. However, the City may require additional landscaping if to do so would make the tower, antenna support structure, or telecommunications facility more reasonably compatible with the surrounding area, but in no event shall additional landscaping exceed any bufferyard requirements as set out in Section 36-8.04 and, if a conditional use permit is required, Section 36-2.04. All vegetation used in the landscaping shall be located outside any fenced area.

9. *Security.* All towers must be secured to protect against trespass or unauthorized use of the property, tower, or telecommunications facilities.
   a. If high voltage is necessary for the operation of a tower or telecommunications facility and it is presented in a ground grid or in the tower, warning signs shall be permanently attached to the exterior side of the perimeter fence and located every 25 feet. The signs shall display in bold letters at least eight inches high the following: "HIGH VOLTAGE: DANGER".
   b. Identification tags or signs shall be posted on all communications towers and telecommunications facilities in accordance with FCC and OSHA requirements. The tags

shall include the FCC tower registration number, the latitude and longitude of the tower, and the name, address, and telephone number of the tower owner. The identification tags shall be posted on the perimeter fence and shall be constructed of durable materials.

10. *Access.* All parcels upon which towers are located must provide access to at least two vehicular parking spaces located within 100 feet of the tower. Traffic associated with the facility shall not adversely affect traffic on adjacent streets.

11. *Interference with Public Safety Radio Services.* In order to ensure that the city's public safety radio services will be free from objectionable technical interference, all applicants requesting a permit to site a tower or telecommunications facility shall agree:
    a. To demonstrate compliance with good engineering practices;
    b. To provide the City a copy of all intermodulation studies submitted to the FCC;
    c. Not to induce objectionable technical interference to the city's public safety radio services;
    d. To comply with FCC regulations regarding susceptibility to radio frequency interference, frequency coordination requirements, general technical standards for power, antenna, bandwidth limitations, frequency stability, transmitter measurements, operating requirements, and any and all other federal statutory and regulatory requirements relating to radio frequency interference (RFI);
    e. In the case of colocation of telecommunications facilities either in the same location or on the same tower as the City's, to not cause or permit to be caused by its transmissions or other activities on the premises, objectionable technical inference of any kind whatsoever to the broadcasting transmission, reception, or electromagnetic communications of the City;
    f. To pay for any studies requested by the City Manager to determine if the applicant's telecommunications facilities are causing objectionable technical interference;
    g. Upon notification by the City Manager, if the operations of the applicant are causing objectionable technical interferences, to immediately undertake all steps necessary to determine the cause of and eliminate such interference at the cost of the applicant. If said interference continues for a period in excess of 48 hours after notice from the City Manager, the City shall have the right to cause the applicant to cease operating the equipment that is causing the objectionable technical interference or to reduce the power sufficiently to ameliorate the objectionable technical interference until the condition causing said interference has abated.

12. *Certifications & Inspections.*
    a. All towers shall be certified by a structural engineer to be structurally sound and in conformance with the requirements of the city building code and all other construction standards set forth by-City Code and federal and state law. For new monopole towers, such certification shall be submitted with an application pursuant to subsection G.2.a and every ten years thereafter; for existing monopole towers, such certification shall be submitted within 60 days of the effective date of said ordinance and then every ten years thereafter; for new lattice or guyed towers, such certification shall be submitted with an application pursuant to subsection G.2.a and every ten years thereafter; and for existing lattice or guyed towers, such certification shall be submitted within 60 days of the effective date of said ordinance and then every ten years thereafter. The tower owner may be required by the City to submit more frequent certifications should there be reason to believe that the structural and electrical integrity of the tower is or has been jeopardized.
    b. The city and its agents shall have authority to enter onto the property upon which a tower is located, between the inspections and certifications required above, to inspect the tower for the purpose of determining whether it complies with the city's building code and all other construction standards provided by-City Code and federal and state law.
    c. The City reserves the right to conduct such inspections at any time, upon reasonable

notice to the tower owner. All expenses related to such inspections by the City shall be borne by the tower owner.

13. *Maintenance.*
    a. Licensees shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.
    b. Licensees shall install and maintain towers, telecommunications facilities, wire, cables, fixtures, and other equipment in compliance with the requirements of the National Electric Safety Code and all FCC, state and local regulations, and in such manner that will not interfere with the use of other property.
    c. All towers, telecommunications facilities, and antenna support structures shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person.

14. *Drainage.* All parcels upon which towers are located must contain adequate drainage facilities, which are approved by the PW Director.

15. *Stealth Design.* All licensees shall make every reasonable effort to design and construct new towers and telecommunications facilities to blend into the character and environment of the area in which they are located, including the use of camouflage techniques, path array antennas, and side mounting antennas unless such use shall create a hazard for the traveling public or it is not technically feasible to use such design and collocate other facilities on the tower.

G **Licensing Requirement.**

1. *License Required.* No person may own or operate a tower, or place wireless telecommunications facilities on a tower, without first obtaining from the city a license to do so pursuant to this section (herein referred to as "tower license" or "license"). This requirement applies both to new towers and to existing towers or nonconforming structures on the date of original passage of this section. Unless otherwise expressly provided elsewhere in this section, the license required by this section is in addition to the procedures and approval required pursuant to this chapter of the City Code pertaining to zoning and development and the requirement for a building permit to construct the tower itself. A license may be denied if the applicant is not in compliance with Section 20-146 or any other provision of City Code regarding the use or provision of towers, telecommunications services or public property, health, or safety. The license required under this section shall not be in lieu of a license to conduct business in the city of Springfield, Missouri. A license shall be for a term of not more than five years. A renewal must be made in compliance with Section 36-4.03, and an applicant must demonstrate an existing tower or telecommunications facility is needed and reasonable alternatives will not meet their needs for continued service capability. Owners of existing towers without an active license shall have six months from passage of said ordinance to obtain a license as required by this subsection; all licenses active at the passage of this section shall remain valid until natural expiration.

2. *Applications.* In order to construct and operate a tower after the effective date of this section, a person must file the following applications:
The application shall also provide the following:
    a. *License Application.* Prior to the construction of any tower, a license application and fee as set forth in the schedule of fees shall be submitted to the Finance Director. This is an initial license application fee and an additional fee shall be due from the applicant should the City's actual costs of approval of the license exceed the fee as set forth in the schedule of fees. The City reserves the right to employ an outside consultant to review

any application. The applicant shall submit a fee in the amount of the city's estimated expense related to such review as an additional application fee prior to the City incurring such expenses. All tower license applications shall include the following information and documentation:

(1) The name, address, and telephone number of the applicant. If the applicant is not the owner of the parcel of land upon which the tower is situated, the written consent of the owner, and the name, address, and telephone number of the owner, shall be evidenced in the application. The application shall also contain an affirmative statement indicating that both the owner and applicant are aware of and agree to comply with the provision of subsection J regarding abandonment.

(2) An affirmative statement of whether the applicant will be developing the tower for its own use or for the use of others.

(a) If for applicant's use, the following is required:

(i) A description of the use.

(ii) A description of the network the proposed tower will be part of.

(iii) A description of the technological design proposed and description of alternatives.

(iv) Evidence of drive-by tests or other studies relating to the proposed tower which support location on the proposed property.

(v) Construction date or schedule.

(b) If the applicant is developing the proposed tower for the use of another, in addition to the information required in paragraph "a," the applicant will identify whether the intended tower use is based on a lease or other contract or for speculation. The City may require evidence of the schedule for implementing the use of a tower and commitments for its use.

(3) The legal description, parcel identification number, and address of the parcel of land upon which the tower is to be situated.

(4) The names, addresses, and telephone numbers of all owners of other towers or useable antenna support structures which are capable of providing a location to construct the telecommunications facilities that are planned to be housed or located on the tower within a 3,000-foot radius of the proposed new tower site, including city-owned property.

(5) Written documentation that the applicant made diligent, but unsuccessful efforts for permission to install or collocate the applicant's telecommunications facilities on city-owned towers or useable antenna support structures or made diligent, but unsuccessful efforts to install or collocate the applicant's telecommunications facilities on towers or useable antenna support structures owned by other persons.

(6) Written documentation containing the following information:

(a) Whether the applicant's telecommunications facilities are technically capable of being installed or collocated on another person's tower or useable antenna support structure.

(b) If the applicant asserts that its telecommunications facilities are economically or technically infeasible of being installed or collocated on another person's tower or useable antenna support structure, a written statement from the applicant setting forth in detail the reason(s) with regard to each person contacted, why such installation or co-location is technically or economically infeasible. "Technically infeasible" for the purpose of this subsection means that the co-location or installation of applicant's telecommunications facilities on another person's tower or useable antenna support structure would not comply with sound engineering principles, would materially degrade or unreasonably impair

the tower or useable antenna support structure's current or planned use, or interfere operationally with applicant's planned use. The City may require additional evidence of co-location being technically infeasible if, in the opinion of the Board of Adjustment that additional information is necessary to determine that co-location is technically infeasible. "Economic infeasibility" for purposes of this section shall mean that the cost of co-location is not a reasonable business decision from an economic standpoint when all factors are considered.

(c) If the tower is designed to accommodate one or more additional carriers or capacity for the location of telecommunications facilities other than that of the applicant and, if so, the application shall designate the nature, quality, and location of the co-location that will be accommodated.

(d) An affidavit submitted with written technical evidence from a radio frequency engineer that the proposed tower or telecommunications facilities cannot be installed or collocated on another person's tower or usable antenna support structure located within the search area and must be located at the proposed site in order to avoid prohibiting or effectively prohibiting the provision of personal wireless service by the applicant.

(e) Written technical evidence from a structural engineer that the proposed structure meets the standards set forth in Section 36-10.03, and the applicable requirements of the Department of Building Development Services.

(f) A certification submitted with written technical evidence from a qualified agent of the applicant that the proposed facilities meet the standards set forth in this section and the applicable requirements of the Department of Building Development Services.

(g) A certification submitted with written technical evidence from a qualified agent of the applicant that the proposed site of the tower or telecommunications facilities does not pose a risk of explosion, fire, or other danger due to its proximity to volatile, flammable, explosive, or hazardous materials such as LP gas, propane, gasoline, natural gas, or corrosive or other dangerous chemicals.

(h) Written technical documentation of any Federal Aviation Administration (FAA) approvals and lighting requirements and, if applicable, documentation of approval or denial of dual mode lighting as provided in this section and a statement whether an FAA "Determination of No Hazard to Aviation" is required by 47 C.F.R. Part 17 of the tower. If such a determination is required, no building permit for the tower shall be issued until a copy of the determination is filed with the City.

(7) A map of the city and the first one-half mile of all bordering communities showing the design of the applicant's entire existing or proposed wireless telecommunications network. Such map shall, at minimum, indicate the exact location of all proposed or existing tower and antenna sites, their dimensions and specifications, and signal area coverage.

(8) A site plan drawn to scale specifying the location of tower(s), its planned height, guy anchors (if any), transmission building(s), all telecommunications facilities, accessories, parking access plans, landscaping plans (specifying size, spacing and plant material proposed), fences, and zoning designation of adjacent land.

(9) Two alternative camouflaging techniques or stealth designs for the proposed tower and all associated telecommunications facilities if technically feasible and any explanation as to why the use of same would be technically or economically infeasible.

(10) Color photo simulations showing the proposed site of the tower with a photo-realistic representation of the proposed tower as it would appear viewed from the closest residential property or properties and from adjacent roadways.

(11) The identity of all adjacent property owners.

(12) If the proposed tower is sited within Central Springfield, evidence that:

(a) Sites outside Central Springfield will not accommodate the proposed tower, considering size, topography, and physical features; or

(b) The proposed equipment or its equivalent on a tower outside Central Springfield cannot function effectively or at least in parity with other similar equipment in place or approved by City Council.

(c) For the purposes of these restrictions, Central Springfield is defined as the area of Springfield containing the central business district and most of the historically and architecturally significant resources of the city, specifically defined by the south boundary of the railroad right-of-way north of Commercial Street on the north, Glenstone Avenue on the east, Grand Street on the south, and Kansas Expressway on the west.

(13) A maintenance bond in the amount of 10% of the cost of construction of the tower to ensure that the tower is maintained in a condition that complies with all applicable building standards and regulations, including, but not limited to, the provisions of said ordinance.

(14) A bond or irrevocable letter of credit in an amount determined by the City Manager to ensure that, should the tower be abandoned, pursuant to this section, removal of said tower will be guaranteed.

(15) An applicant shall only be required to maintain one maintenance bond pursuant to subparagraph m and one removal bond pursuant to subparagraph n for all of the applicant's towers in the city; provided, however, the applicant must maintain the initial level of such bonds if drawn upon by the city for any reason.

(16) Proof of general liability insurance for claims for injury or death and property damage in an amount approved by the city, but not less than $300,000.00 per occurrence for personal injury and $300,000.00 per occurrence for property damage with the city listed as an additional insured.

(17) A statement that the applicant has no outstanding and overdue debt to the City.

(18) An acknowledgment that, by signing a permit application, the applicant agrees to indemnify and hold harmless the City consistent with indemnification language in the application.

(19) The tower and/or landowner shall promptly notify the city by certified or registered mail of the sale, transfer, or assignment of any tower or telecommunications facility. Each sublease shall be conditioned upon the sublease obtaining the necessary approvals for the subject facility or site from the city prior to sitting such facility.

Within 45 days after a license application for a tower not requiring a conditional use permit or a tower other than a Tier II tower is filed with the Finance Director, the PD Director shall approve or deny the application if the Finance Director determines that the applicant meets all the requirements of subsection G.2. If the application is for a Tier II tower or a tower requiring a use permit, the license application shall be approved or denied within 14 days of the granting of a Tier II or conditional use permit for said tower. If the application is approved, the Finance Director shall issue the license itself after all requirements for the tower are complete.

b. *Conditional Use Permit (CUP) Application.* If the zoning district in which the tower is proposed to be located requires a conditional use permit, a conditional use permit application and fee shall be submitted to the PD Director in accordance with Article 2 of

this chapter.

c. *Tier II Tower Permit Application.* An application for a Tier II tower shall be reviewed by the City Council and approved or denied by ordinance following a publication of notice in the same manner as for a conditional use permit application and a public hearing before City Council. The application shall include the stealth technology being used, a site plan showing the location of the tower(s) on the premises in relation to existing structures and adjacent residential uses, and the landscaping plan, and shall demonstrate that the granting of a permit will not have any adverse impact on adjacent property uses or functions. No public hearing shall be held before City Council until a complete application containing all required information and a $100.00 deposit for costs has been filed. No Tier II permit shall be issued until the costs to the city of review of such permit is paid by the applicant. The City Council may grant a Tier II tower application upon the applicant demonstrating to the satisfaction of the City Council that:

(1) The tower is to be located on a premises or parcel where public buildings, facilities or structures, school buildings or facilities, church buildings or a noncommercial, not-for-profit residential neighborhood facilities are located; and

(2) The tower height will not exceed 60 feet; and

(3) The stealth design blends into the surrounding area and the structures existing on the premises where the tower is to be located; and

(4) The site plan minimizes the impact of the presence of the tower on adjacent uses; and

(5) If there is to be more than one tower on a premises, the presence of more than one tower structure (if more than one is to be built) on the same site or premises is a part of the overall stealth design to be utilized on the premises such as, but not limited to, a series of light standards utilized as tower structures; and

(6) A request for reduction of the separation requirements of subsection F.3.e for towers on the same premises is a part of the stealth design to be utilized on said site; and

(7) A request for reduction of the separation requirements of subsection F.3.e for towers not located on the same premises is necessary for providing service to an area of the city, the separation requirements constitute a barrier to entry into the marketplace by the applicant, or will constitute a technical or economic hardship on the applicant; and

(8) Any light or noise from the tower will not violate light and noise standards of the Land Development Code or other codes of the city; and

(9) The landscaping plan minimizes the impact of the tower location on the appearance of the premises or site on which the tower is to be located.

d. *Building Permit Application.* After a conditional use or Tier II tower permit has been approved or, if such a permit is not required, a building permit application and fee shall be submitted to the BDS Director. The application shall include sealed plans prepared by an engineer licensed in the State of Missouri for the tower construction and site. The tower site plan included with the building permit application shall show the design for, or present existence of, adequate drainage facilities which have been approved by the PW Director. The applicant shall also provide evidence that the applicant has all required licenses. The application shall also include items a through s listed above under subsection G.2. The application shall also include items (1) through (19) listed in subsection G.2.a above.

3. *Applications for Wireless Facilities on Towers.* No person shall construct or maintain a wireless facility on a tower without first obtaining a license from the Finance Director for such wireless facilities. An application shall include the name and address of the applicant, a statement by a qualified engineer or other professional that the addition of such wireless facilities meets all conditions of the City Code, the location of the tower and the location on the tower itself where the wireless facilities will be located, the location on the site for any supporting equipment and

utility for said wireless facility, and the approximate length of time the applicant plans to use the tower to locate its wireless facilities. The fee for this license as set forth in the schedule of fees shall be required and shall be renewable every five years in accordance with subsection G.7.

4. *Inspections.* By applying for a conditional use permit, Tier II permit, building permit, or tower license, an applicant grants the City authority to enter onto its property to inspect the tower for the purpose of determining whether it complies with the applicable state law and all other construction standards provided by the City Code and federal law. The city reserves the right to conduct such inspections at any time.

5 *Filing Requirement.* A licensee shall certify in writing that its tower is structurally sound and conforms to the requirements of the applicable state law and all other construction standards set forth by the City Code, federal, and state law every five years by filing, by January 1 of every fifth year following the date of the grant of its tower license a sworn statement by the licensee or their representative to that effect. All licensees or owners of towers in existence on the effective date of this section shall submit a statement by December 15, 1997, and by January 1 every five years thereafter that said tower is free from hazards and that the tower does not pose an imminent threat to the surrounding area or public health and safety. Together with this statement, every licensee shall provide a certificate of liability insurance for no less than $300,000.00 coverage for injury to persons or and an additional $300,000.00 coverage for property as a result of any tower failure or malfunction or defect which lists the city as an additional insured. Licensee shall list city as a party who must be notified should this insurance be canceled or discontinued for any reason 30 days before the expiration of coverage.

6. *Discontinuance of Use.* In the event the licensed use of a tower is discontinued by the licensee, the licensee shall provide written notice to the city of its intent to discontinue use and the date when the use shall be discontinued.

7. *License Renewal Fee.* On or by January 1 of every fifth year following the granting of an initial tower or wireless telecommunications facilities license for a new or existing tower or facilities placed on a new or existing tower, each licensee shall submit license renewal fee as set forth in the schedule of fees. In no event shall a license be revoked or considered expired for failure to pay the fee unless the licensee has received at least 30 days' written notice of the proposed action.

H. **Revocation of License.** The City may at any time revoke a tower license for failure to comply with the provisions of this section, or any other city code or state or federal law. To properly revoke a tower license, the city must comply with the procedures set forth below:

1. The Finance Director shall provide licensee with written notice of all causes for revocation and the intent to revoke and shall allow licensee 60 days subsequent to receipt of the notice in which to correct the violations or to provide adequate assurance of performance in compliance with said ordinance. Together with the notice required herein, the Finance Director shall provide licensee with written findings of fact which are the basis of the revocation.

2. The City shall provide the licensee with the right to a public hearing before the hearing examiner appointed for that purpose by the City Manager and mutually agreed to by the parties, which public hearing shall follow the 60-day notice required in subsection H.1. All interested parties shall be allowed an opportunity to be heard at the public hearing and present evidence.

3. After the public hearing, the hearing examiner shall, within 30 days after the public hearing date, issue a written order setting forth their findings of fact and conclusions of law forming the basis for their decision.

4. Upon written determination by the hearing examiner to revoke a license, the licensee may appeal the decision to a court of competent jurisdiction pursuant to Chapter 536, RSMo. The hearing examiner may provide for a supersedeas bond in an amount deemed by said examiner to be sufficient to protect the interests of the public, and such third parties whose interests were identified during any hearing on such a request to post a bond, to permit the stay of enforcement of any revocation or enforcement action by the City.

5. Upon satisfactory correction by licensee of the violation upon which said notice was given as determined in the Finance Director's sole discretion, the initial notice shall become void.

6. Upon licensee's failure to correct a violation as found by the hearing examiner, the City Manager or their designee may issue an order to disconnect utilities to said tower to any utility company providing same unless a supersedeas bond in an amount determined by the hearing examiner under subsection H.4 is provided. As long as said bond is in full force and effect, and an appeal is pending under Chapter 536, RSMo., no order to disconnect utilities shall be made. Said order shall not be issued prior to 30 days from the date of the hearing examiner's written determination. Said order shall be served upon the chief executive officer thereof, together with the licensee at the last known address, and have attached to it the findings of the hearing examiner.

I. **Transfer of License.** A tower license may not be sold, transferred, leased, or assigned to any other person, without the consent of the Finance Director, such consent not to be unreasonably withheld.

J. **Abandonment of Tower.**

1. In the event the use of any tower has been discontinued for a period of one year, or in the event that a licensee has taken no action within 180 days after the revocation of a tower license pursuant to subsection H to appeal the decision of the hearing examiner or to remedy or correct the violations resulting in the revocation, such tower shall be deemed abandoned.

2. The City shall provide the tower owner three months' notice and an opportunity to be heard before a hearing examiner appointed by the City Manager for the purpose and agreeable to the tower owner if he/she may be located, before initiating such action. After such notice has been provided, the City shall have the authority to initiate proceedings to either acquire the tower and any appurtenances attached thereto at the then-fair market value, to approve the sale of the tower to a third party, or in the alternative, order the demolition of the tower and all appurtenances.

3. The city shall provide the tower owner with the right to a public hearing before the hearing examiner, which public hearing shall follow the three-month notice required in subsection J.2. All interested parties shall be allowed an opportunity to be heard at the public hearing.

4. After a public hearing is held pursuant to subsection J.1.b, the hearing examiner may order the forfeiture to the city or demolition of the tower. The City may draw upon any maintenance bond as provided in subsection G.2.a.(14) or performance bond or letter of credit filed pursuant to subsection M or may otherwise require licensee to pay for all expenses necessary to acquire or demolish the tower. The tower owner may stay such a draw or enforcement of an order of abandonment if he/she posts a supersedeas bond in an amount set by the hearing examiner sufficient to protect the interests of the public. However, in no event shall the removal of a tower which is determined to create a danger to the public or adjacent property be stayed due to the filing of such a bond.

K. **Variances & Special Exceptions.** Any request to deviate from any of the requirements of this section shall require either a variance approval in conformance with the procedures set forth in this chapter or the granting of a special exception under subsection F.3.d.

L. **Location of Towers on City-owned Property.** The City Manager or their designee may authorize any person to locate a tower, antenna support structure, or telecommunications facilities on publicly owned property, subject to the application process set forth in subsection G and subject to the terms and conditions of any lease agreement executed between the City and such person, provided no tower shall be permitted on public right-of-way.

M. **Miscellaneous.**

1. *Dangerous Structures.* All towers within the city limits of Springfield, Missouri, shall be subject to the procedure set forth in Chapter 26, Article III of the Springfield City Code. Should the City have to take action under said code provision to remove a dangerous structure or abate a nuisance or health hazard, then a tax bill may be assessed in the same manner as for a building that is demolished or for the abatement of a nuisance. In addition, the City may draw upon any bond or letter of credit on file with the city for payment of the costs of such abatement or removal.

2. *Non-waiver.* Nothing in this section shall preclude the city from exercising any right or remedy it may have in law or equity to enforce the terms and conditions of this section.

N. **Enforcement & Reservation of Rights.**

1. The provisions of this section shall be enforced against all owners as operators of towers or telecommunications facilities within the city and all owners of land upon which towers or telecommunications facilities are sited within the city. The city shall have the right to withhold any approvals with respect to any application by any such party in the event that it shall find that the party is not in compliance with the provision of this until such noncompliance has been cured.

2. The city reserves the right to impose any other reasonable conditions it determines are necessary for the proper placement, construction, or modification of towers or telecommunications facilities, and to impose any other reasonable conditions on the issuance of a permit or conditional use permit issued by the city for placement, construction, or modification of a tower or telecommunications facilities.

O. **Definitions.** For the purposes of this section, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

Act. The federal Communications Act of 1934 as amended by the Telecommunications Act of 1996 and as may, from time to time, be amended.

Antenna Support Structure. Any building or other structure, other than a tower, which can be used for location of wireless telecommunications facilities.

Applicant. Any person that applies for a tower license pursuant to subsection G of this section.

Application. The process by which an applicant submits a request and indicates a desire to be granted a license to construct, own, or operate a tower within the city. An application includes all written documentation made by an applicant to the city concerning such a request.

City. The City of Springfield, a municipal corporation, in the State of Missouri, acting by and through its City Manager or their designee.

Code. The City of Springfield Code of Ordinances.

Communications or *Telecommunications*. The transmission, between or among points as specified by the user, of information of the user's choosing, without change in the form or content of the information as sent or received, by wire, radio, optical cable, electronic impulses, or other similar means. As used in this definition, "information" means knowledge or intelligence represented by any form of writing, signs, signals, pictures, sounds, or any other symbols.

Engineer. Any engineer licensed by the State of Missouri.

FCC. The Federal Communications Commission and any legally appointed, designated, or elected agent or successor.

Licensee. Any person who has lawfully obtained a tower license pursuant to subsection G.

Person. Any natural person, firm, partnership, association, corporation, company, or other legal entity, private or public, whether for profit or not-for-profit.

Site. The actual location of a tower, which may be only part of a larger parcel or premises.

Stealth. Any tower or telecommunications facilities designed to blend into the surrounding environment. *Telecommunications Facilities*. Any cables, wires, lines, wave guides, antennas or any other equipment or facilities associated with the wireless transmission or reception of wireless telecommunications as authorized by the FCC which a person seeks to locate or has installed upon a tower or antenna support structure. However, the term telecommunications facilities shall not include:

a. Any satellite earth station antenna two meters in diameter or less which is located in an area zoned and used for industrial or commercial purposes;
b. Any satellite earth station antenna one meter or less in diameter, regardless of zoning category; or
c. Any satellite earth station in excess of two meters in diameter which is utilized for the reception of broadcast television, video, or radio signals and which is an ancillary use to a structure on the premises of the holder of the broadcast license.

Tower. A self-supporting lattice, guyed, or monopole structure constructed from grade which supports wireless telecommunications facilities. The term "tower" shall not include amateur radio operators' equipment, as licensed by the FCC. A tower does not include utility poles that are owned by a utility provider and are primarily utilized for the support of electrical, telephone, cable television, street lighting, or other similar cables or wireless telecommunications facilities, are located on public right-of-way or easements for that purpose, and are a part of a system of such utility poles throughout the city of Springfield, Missouri.

36-10.11 Grant Avenue Parkway District

A. **General Provisions.**

1. *GAP District Generally.* The Grant Avenue Parkway District shall have the boundaries shown on the official zoning map maintained by the department. In case a property is included in two or more subdistricts, and the provisions of which conflict, the provisions of the more restrictive subdistrict shall apply.

2. *GAP District Purpose and Intent.* The purpose of the GAP - Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnight Park. The GAP district is intended to provide greater flexibility in use by requiring high-quality design that fosters sense of place to promote reinvestment and redevelopment that leverages the new parkway as an asset.

3. *Establishment of Subdistricts.*
   a. *Subdistricts Generally.* The GAP district is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP district and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.
   b. *Grant Avenue Parkway District Subdistricts.*
      (1) *Subdistrict A.* Subdistrict A, generally located from College Street to Walnut Street at the north end of the GAP district, shall be prioritized for mixed use development. New development in this subdistrict shall complement nearby downtown urban-scale development and provide for the integration and transition of these uses into a more traditional neighborhood form.
      (2) *Subdistrict B.* Subdistrict B, generally located from Walnut Street to Elm Street, is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. The subdistrict also accommodates mixed use or multifamily residential development to create a seamless transition to adjacent subdistricts A and C.
      (3) *Subdistrict C.* Subdistrict C, generally located from Elm Street to Mt. Vernon Street is intended to be a local-serving, mixed use neighborhood center that is compatible with the West Central neighborhood. The subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.
      (4) *Subdistrict D.* Subdistrict D, generally located from Mt. Vernon Street to Grand Street, is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.
      (5) *Subdistrict E.* Subdistrict E, generally surrounding the intersections of Grant Avenue and Grand Street and Grant Avenue and Catalpa Street, is intended to accommodate local-serving, mixed use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and connect to the Fassnight Creek Greenway trail.
      (6) *Subdistrict F.* Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.

4. *Figures.* Figures are included in this division to clarify written text. In the case of conflict between the figures and written text within this division, the written text shall govern.

5. *Definitions.* The definitions included in Table 10-10, shall be utilized in the interpretation of this division. If a term is utilized in this division and is not defined in Table 10-10, the definitions included in Article 11 shall be utilized.

Table 10-10: GAP District Definitions

Term	*Definition*
Artisan Manufacturing	Small-scale businesses that produce artisan goods such as artisan leather, glass, wood, paper, ceramic, textile, or yarn products; specialty foods; or baked goods, primarily for direct sales to consumers. This land use includes the design, processing, fabrication, assembly, treatment, and packaging of products as well as the incidental storage, sales, and distribution of such products.
City of Springfield Grant Avenue Parkway Corridor Plan	A plan formally adopted by the City of Springfield City Council that defines the City's land use goals within the Grant Avenue Parkway Corridor.
Department	The Planning and Development Department of the City of Springfield, Missouri.
Farm Product	Any of the following in its raw or natural state: any agricultural, horticultural, viticultural, or vegetable product of the soil; poultry products; livestock products; and apiary products. "Farm product" does not include any livestock, poultry, fish, or shellfish.
Farm Product, Value Added	A farm product that has been changed from its natural state to an item in a different form through canning, drying, freezing, preserving, fermenting, compounding, processing, packing, or a similar alteration, so as to increase the value of the farm product.
Farm Stand	An area accessory to a residential garden that is used to sell farm products and value-added farm products.
Food Truck	A mobile vehicle, trailer, or pushcart operated to sell food or beverages with or without food preparation or cooking. Examples include mobile food establishments, mobile retail food establishments, and mobile pushcarts.
Grant Avenue District	A district created by the City of Springfield to regulate land use within the Grant Avenue Parkway Corridor of the City.
General Office, Conversion	A general office use located in a structure constructed prior to 1930 as a single-family dwelling unit.
Non-Agricultural Item	Any item offered for sale other than farm products and value-added farm products.
Restaurant, Delivery/Carry-out only	An establishment that by the design of its physical facilities or service or packaging procedures permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off the premises.
Seasonal Sales	Christmas tree, pumpkins, and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed thirty (30) days.
Sign, Awning or Canopy	A sign that is mounted, painted, or attached to an awning or canopy. This includes any projecting canvas or other material over a structural framework used for a small amount of shelter or shade on a facade that has signage displayed on the visible surface.
Sign, Banner	A temporary sign which is not attached to a permanently mounted backing. Banner signs may be ground-mounted or wall-mounted.
Sign, Billboard	Any sign that displays sign copy based on a temporary lease or

	rental agreement between the sign owner/operator and the sign copy content creator or owner.
Sign, Box	A sign which includes a frame or box-like external structure which encloses the functional elements of the sign, including internal illumination, where the sign content is affixed on a face or panel.
Sign, Electronic Message Board	A sign or portion thereof designed to accommodate frequent message changes composed of characters, letters, or illustrations that can be changed or rearranged electronically without altering the face or surface of such sign.
Sign, Feather	A flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached, and upon which temporary sign copy is displayed. Such banners are also known and sold under names that include, but are not limited to, "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bowflag," "teardrop banners," and others. The definition includes functionally similar display devices.
Sign, Monument	A freestanding sign, other than a pole/pylon sign, with a support structure that is wider than the sign face.
Sign, Moving, Rotating, or Animated	Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement by use of lighting, or that exhibits intermittent or sequential flashing of natural or artificial light or color effects by any means whatsoever.
Sign, Nonconforming	Any sign that does not meet the standards for area, height, setbacks, illumination, or other standards for the sign types in the governing zoning district but existed prior to the adoption of the regulation to which it does not conform.
Sign, Off-Premises	A sign that constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located.
Sign, On-Site Traffic Directional	A sign on a lot that directs the movement or placement of pedestrian or vehicular traffic in order to protect the public health, safety, and welfare.
Sign, Permanent	A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.
Sign, Post	A freestanding, moveable sign affixed to the ground with one or no more than two wood stakes or poles with an arm from which the sign hangs.
Sign, Prohibited	Any sign type expressly disallowed under Division 7 of the City of Springfield Zoning Regulations.
Sign, Projecting	A sign, other than a wall sign which is attached to and projects more than one foot, generally perpendicular from a structure or building face.
Sign, Pylon or Pole	A freestanding sign, other than a monument sign, with a support structure that is narrower than the sign face.
Sign, Sidewalk	A type of portable sign that is intended to be placed on a hard surface, most commonly a sidewalk. These signs include A-frame signs, signs that are suspended from the top member of an A-frame, signs with weighted bases, and comparable signs.
Sign, Snipe	An off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects.
Sign, Temporary	A sign displayed for a certain short period of time. If a sign display area is permanent but the message displayed is subject to periodic

	changes, that sign shall not be considered as temporary.
Sign, Wall	A sign mounted parallel to a building facade or other vertical building surface.
Sign, Window	A sign which is applied or attached to the exterior of a window, or applied to, attached to, or located within one foot of the interior of a window, which can be seen through the window from the exterior of the structure.
Sign, Yard	A temporary portable sign constructed of paper, vinyl, plastic, wood, metal, or other comparable material, and designed or intended to be displayed for a short period of time.
Solar Energy Collection System, Canopy	A solar energy collection system consisting of elevated solar panels installed above parking lots, carports, and other paved areas.
Solar Energy Collection System, Roof Mounted	A solar energy collection system that is structurally mounted to the roof of a building or other permitted structure. It is typically installed parallel to the roof with a gap of several inches.
Title Loan/Short-Term Lending	An establishment that provides to the customer an amount of money that is equal to the face value of the check, warrant, draft, money order, or other commercial paper securing the same purpose, or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, whereby the check casher refrains from depositing a personal check written by a customer until a specific date. Such establishments may also engage in money transfers, payday advances, and issuance of money orders. This use shall not include a state or federally chartered bank, savings association, credit union, industrial loan association, or rental-purchase company and shall not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issue money orders for a nominal flat fee as a service to customers incidental to the main use of the establishment.
Use Specific Standards	A series of requirements formally codified within the City of Springfield Zoning Regulations that define parameters for a land use regulated under the Zoning Regulations.

6. *Site Plan Review Process.*

   a. *Applicability.* Development within the GAP District shall be required to certify compliance with all applicable provisions of this division through the site plan review process established in section 36-2.03.

   b. *Submittal Requirements.* In addition to the submittal requirements detailed in section 36-2.03 the applicant shall be required to submit a building elevation plan showing the height, façade design, exterior building materials, signage, and window specifications for all proposed buildings.

   c. *Review Criteria.* In addition to the review criteria detailed in section 36-2.03 alignment with the Grant Avenue Parkway Corridor Plan shall be considered in the site plan review process.

B. **Bulk Standards.** Table 10-11 addresses the requirements applicable to development of a lot per subdistrict.

Table 10-11: GAP District Bulk Standards						
Standard	***Subdistrict A***	***Subdistrict B***	***Subdistrict C***	***Subdistrict D***	***Subdistrict E***	***Subdistrict F***
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 10-22 and 10-23)						
Front, minimum (ft)	0	15[1]	0	15	10	15
Front, maximum (ft)	10[3]	25[1]	10	25	20	25
Exterior Side, minimum (ft)	0	15[1]	0	15	10	15
Exterior Side, maximum (ft)	10[3]	25[1]	10	25	20	25
Interior Side, minimum (ft)	6[2]	6[2]	6[2]	6[2]	6[2]	6[2]
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories or ft)	2[3]	2[3]	2	2	3	3 or 35 ft.
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						
3. Expansion or enlargement of structures existing at the time of the adoption of this ordinance [G.O. 6684] shall be exempt from this requirement.						

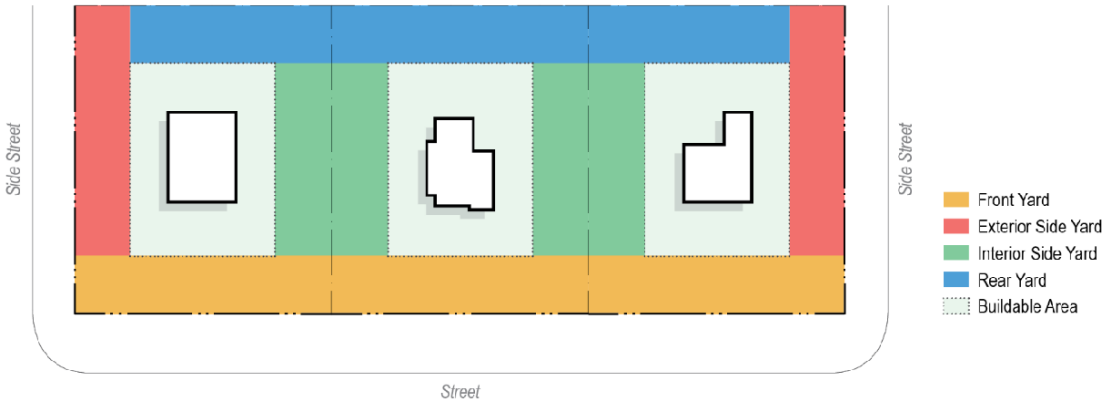


Figure 10-22 Required Yard

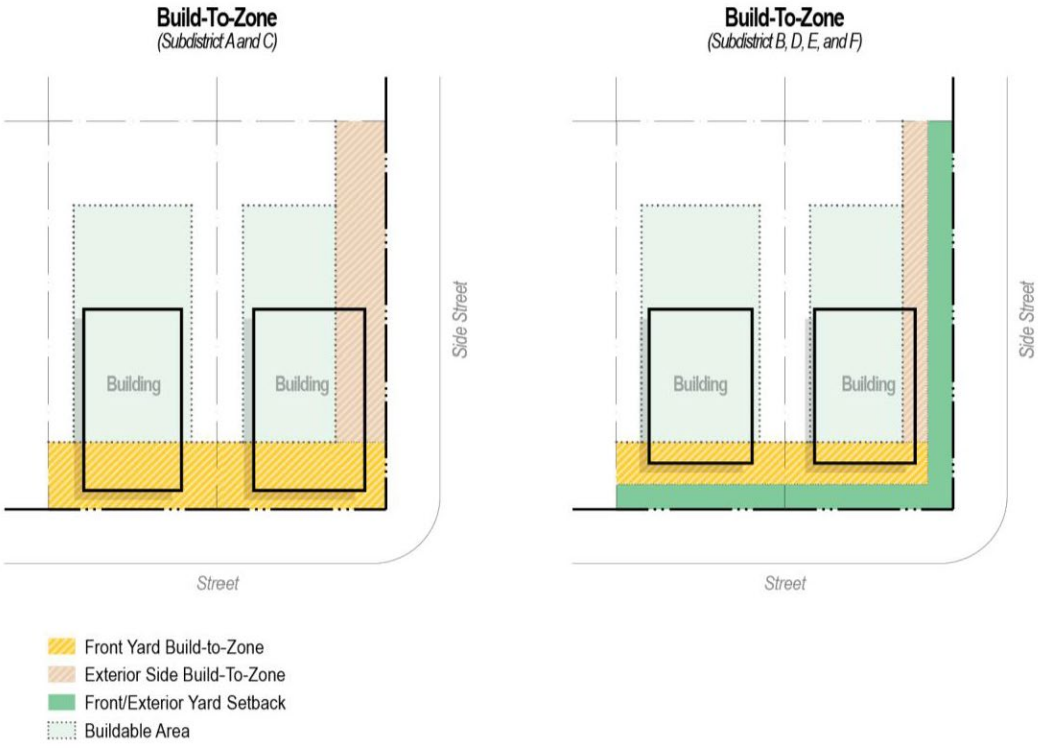


Figure 10-23 Build-To-Zones

C. **Permitted and Conditional Uses.** The following key is to be used in the interpretation of Table 10-12, permitted and conditional uses below.

1. *Permitted Uses.* Uses which are marked as "P" in the table shall be allowed subject to all applicable regulations of this article.

2. *Conditional Uses.* Uses which are marked as "C" in the table shall be allowed upon the approval of a conditional use permit as detailed in Section 36-2.04.

3. *Prohibited Uses.* A blank space in the table indicates that a use type is not allowed in the respective subdistrict.

4. *Uses Not Listed.* If a proposed use is not listed in the tables, the ARC shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.

D. ***Conversions.*** Structures existing at the time of the adoption of this ordinance [September 20, 2021 G.O. 6684] in subdistricts A, B, and/or C may be converted to any use permit in that subdistrict.

1. *Additional Regulation.* If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 10-12: GAP District Permitted and Conditional Uses							
Use	***Additional Regulation***	***Subdistrict A***	***Subdistrict B***	***Subdistrict C***	***Subdistrict D***	***Subdistrict E***	***Subdistrict F***
Residential Uses							
Dwelling, Live Work	36-10.11.E.1		P	P	P		
Dwelling, Multifamily, stand-alone fronting Grant Avenue		C	C	C	P		P
Dwelling, Multifamily, stand-alone not fronting Grant Avenue		P	P	P	P	P	P
Dwelling, Multifamily as a part of mixed use	36-10.11.E.2	P	P	P		P	P
Dwelling, Multifamily conversion	36-10.11.E.3		P	P	P		
Dwelling, Single-Family Semi-detached			P	P	P		
Dwelling, Single-Family Detached existing	36-10.11.E.4		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-10.11.E.5		P	P	P		
Hotel	36-10.11.E.6	P	P	P		C	C
Short-Term Rental Type 1	36-10.08.A				P		
Short-Term Rental Type 2	36-10.08.B				P		
Short-Term Rental Type 3	36-10.08.C	P	P	P		P	P
Commercial Retail and Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sq. ft.		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sq. ft.		C	C				
General Retail Use Group, less than 10,000 sq. ft.		P	P	P		P	P

Table 10-12: GAP District Permitted and Conditional Uses							
Use	***Additional Regulation***	***Subdistrict A***	***Subdistrict B***	***Subdistrict C***	***Subdistrict D***	***Subdistrict E***	***Subdistrict F***
General Retail Use Group, greater than 10,000 sq. ft.		C	C				
Medical or Comprehensive Marijuana Dispensary Facility	36-10.09	P	P	P		P	P
Package Liquor							
Pawn Shop							
Commercial Service and Office Uses							
Community Centers, nonprofit							P
Daycare				P			
Personal Service Use Group, less than 10,000 sq. ft.		P	P	P		P	P
Personal Service Use Group, greater than 10,000 sq. ft.		C	C				
Medical/Dental Office		P	P	P		P	P
General Office		P	P	P		P	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-10.11.E.7	P	P	P	P	P	P
Title Loan/Short Term Lending							
Eating and Drinking Uses							
Restaurant/Bar/Brewpub		P	P	P		P	P
Restaurant, drive-thru							
Vehicle Oriented Uses							
Autobody Repair/Service Station							
Car Sales/Rental							
Car Wash							
Gas Station							
Commercial Off-Street Parking Lots	36-10.11.E.8	P					

Table 10-12: GAP District Permitted and Conditional Uses							
Use	***Additional Regulation***	***Subdistrict A***	***Subdistrict B***	***Subdistrict C***	***Subdistrict D***	***Subdistrict E***	***Subdistrict F***
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					
Industrial Uses							
Artisan Manufacturing	36-10.11.E.9	P	P	P		P	P
Brewery/Winery/Distillery		P					
Medical or Comprehensive Marijuana Cultivation Facility or Microbusiness Marijuana Wholesale Facility	36-10.09	P					
Medical or Comprehensive Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-10.09	P					
Marijuana Testing Facilities	36-10.09	P					
Personal Storage							
Accessory Uses							
Accessory Structures and Uses	36-4.04	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display/Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-10.11.E.10	P	P	P	P	P	P
Solar Energy Collection System, roof	36-10.11.E.11	P	P	P	P	P	P
Temporary Uses							
Farm Stand	36-10.11.E.12				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P
Outdoor Display/Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		P	P	P		P	P

E. **Use Specific Standards.**

1. *Dwelling, Live Work.*
   a. *Occupancy.* A live work unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one member shall be the business operator.
   b. *Sale or Rental of Portions of Unit.* No portion of a live work unit may be separately rented or sold as a commercial space for any person not living in the unit or as a residential space for any person not working in the same unit.
   c. *Nonresident Employees.* Up to two persons who do not reside in the live work unit may work in the unit. The employment of three or more persons who do not reside in the live work unit may be permitted subject to conditional use permit approval, based on additional findings that the employment will not adversely affect traffic and parking conditions in the site vicinity. The employment of any persons who do not reside in the live work unit shall comply with all applicable building code requirements.

2. *Dwelling, Multifamily as Part of Mixed-use.*
   a. To create a continuous nonresidential façade along Grant Avenue, multifamily dwelling units may be a component of mixed-use developments but shall be located either:
      (1) Above the ground floor; or
      (2) In a portion of the ground floor which does not front Grant Avenue with the exception of building entries and hallways which lead to residential units.
   b. The nonresidential portion of the ground floor shall have a minimum depth of 50 feet.

3. *Dwelling, Multifamily Conversion.*
   a. *Applicability.* Single-family dwellings built prior to 1930 may be converted to three or more units in accordance with the standards set forth below. The units shall be located only in the existing structure, additions shall not be built to provide units.
   b. *Size.* Each residential unit shall be a minimum of 800 square feet. Smaller units may be approved as a conditional use.
   c. *Location of Entrances.* Only one entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
   d. *Exterior Alterations.* No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
   e. *Driveways.* Each dwelling unit shall be served by one common driveway connecting all units to a public road, vehicular cross access drive, or alley.

4. *Dwelling, Single-family Detached Existing.* If a single-family detached dwelling that exists prior to the date of adoption of this division is destroyed by a natural hazard outside of human control, it may be rebuilt within 18 months of the incident. After 18 months, the lot shall be developed in a manner which complies to the standards of this division.

5. *Bed and Breakfast.*
   a. *Applicability.* Single-family dwellings built prior to 1930 may be converted to bed and breakfast establishments in accordance with the standards set forth below. The bed and breakfast establishment shall only be located in the existing structure. Additions shall not be built to provide bed and breakfast rooms, and a new structure shall not be built expressly for a bed and breakfast.
   b. *Location of Entrances.* Only one entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
   c. *Guest Rooms.* There shall be a maximum of 5 guest rooms in the bed and breakfast.
   d. *Exterior Alterations.* No exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made.
   e. *Duration of Stay.* Only short-term lodging shall be permitted, no monthly rentals.
   f. *Signs (Figure 10-24).* Bed and breakfast establishments shall be permitted one monument sign in accordance with the standards set forth below.
      (1) *Area.* The monument sign shall not exceed 6 square feet in area.
      (2) *Height.* The monument sign shall not exceed 4 feet in height.

(3) *Location.* The monument sign shall be located a minimum of 5feet from all property lines, right-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall provide safe site distance where driveway curb cuts intersect public right-of-way.

(4) *Sign Base.* The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of 10% and a maximum of 25% of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.

(5) *Landscape.* The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of 80% of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

g. *Other Provisions.*

(1) There shall be no individual cooking facilities.

(2) The operator shall live at the bed and breakfast.

(3) A business license shall be obtained annually, and the operator shall verify that the standards established in this division are still being met.

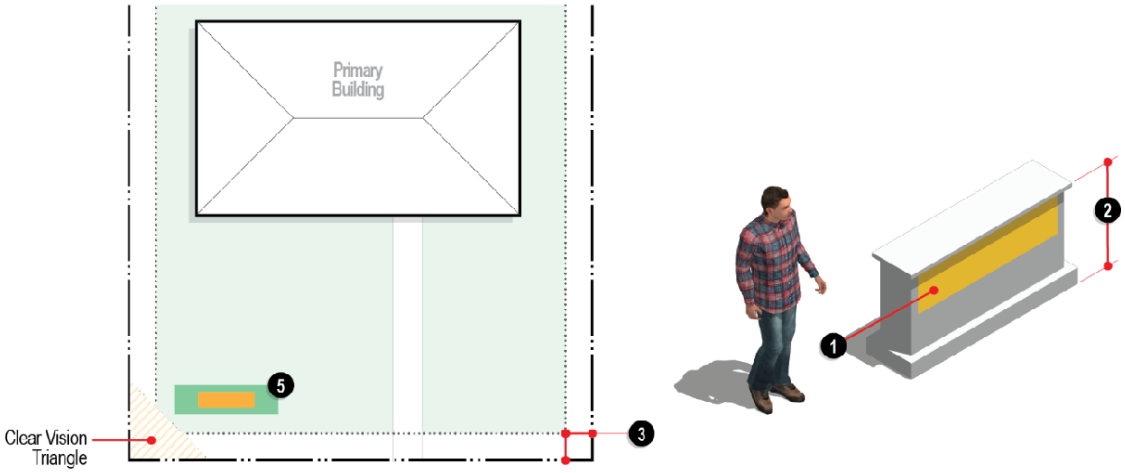


Figure 10-24 Bed and Breakfast Monument Signs

6. *Hotel.*

a. If the facility is managed by a public or non-profit agency to provide short-term housing, with or without a fee, the facility shall not be considered a hotel.

b. Bed and breakfast, boarding house, lodging house, fraternity house and sorority house uses shall not be considered hotels.

7. *General Office Conversion.*

a. *Applicability.* Single-family dwellings built prior to 1930 may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).

b. *Location of Entrances.* Only one entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.

c. *Exterior Alterations.* No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.

d. *Outdoor Storage.* No outdoor storage shall be permitted in conjunction with a general office conversion use.

e. *Signs (Figure 10-25).* General office conversion uses shall be permitted one monument sign in accordance with the standards set forth below.

(1) *Area.* The monument sign shall not exceed 6 square feet in area.
(2) *Height.* The monument sign shall not exceed 4 feet in height.
(3) *Location.* The monument sign shall be located a minimum of 5 feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle as detailed in Section 36-3.03.B.7.
(4) *Sign base.* The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of 10% and a maximum of 25% of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
(5) *Landscape.* The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of 80% of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

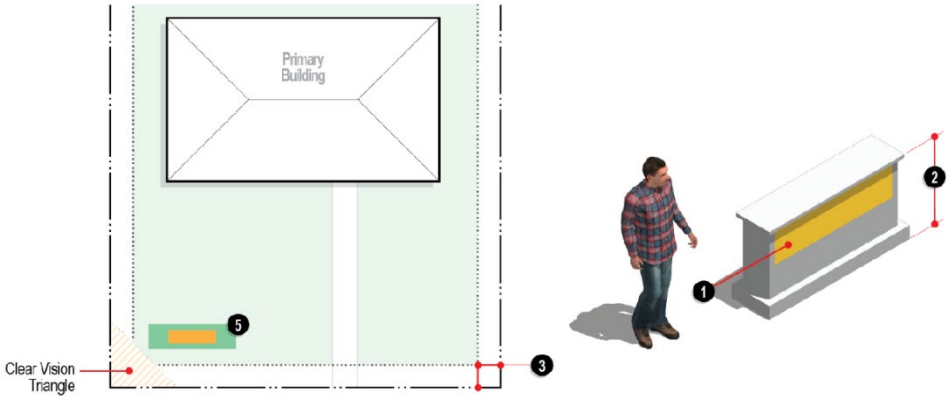


Figure 10-25 General Office Conversion Monument Sign

8. *Commercial Off-street Parking Lots.* Commercial off-street parking lots shall provide all of the landscape required in Section 36-10.11.H as well as the screening and landscape elements detailed below in areas adjacent to public right-of-way, excluding alleys:
   a. A fully opaque wall or fence with a height of four feet shall be used in conjunction with required parking lot perimeter area landscaping. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
   b. 4 understory trees shall be planted for every 100 lineal feet of right-of-way adjacent frontage, excluding alley right-of-way, and shall be clustered at points of pedestrian ingress and egress.
   c. Points of pedestrian ingress and egress shall be provided outside of vehicular curb cuts.
   d. Screening standards established above shall be provided to the greatest extent possible, so as to provide safe site distance where driveway access intersects public right-of-way.

9. *Artisan Manufacturing.*
   a. Gross floor area shall not exceed 10,000 square feet unless approved as a conditional use.
   b. Outdoor storage and/or outdoor operations or activities shall be prohibited.
   c. Retail sales of goods manufactured on-site shall be required and shall comprise a minimum of 15 % of the total area of the building. Retail sales areas shall be located on the ground floor and shall be directly adjacent to storefront windows.

10. *Solar Energy Collection System, Canopy (Figure 10-26).*

a. The height of canopy solar energy collection systems shall not exceed the height of the primary building that the parking area serves.
b. The minimum height of solar energy collection systems shall allow clearance for emergency and service vehicles.

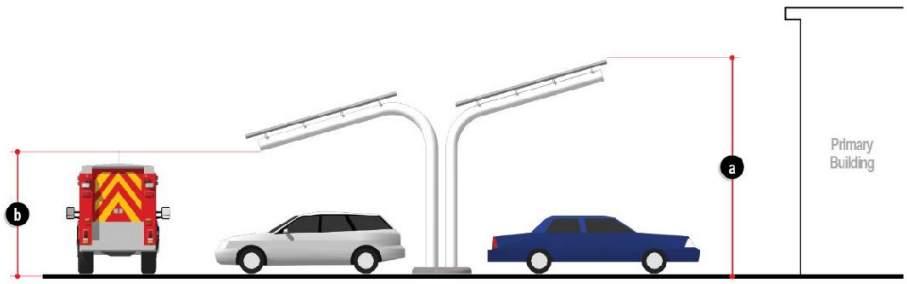


Figure 10-26 Solar Energy Collection System, Canopy

11. *Solar Energy Collection System, Roof-mounted (Figure 10-27).*
a. Roof-mounted solar energy collection systems may be located on any roof face of principal or accessory buildings.
b. Systems should be flush mounted when possible. Systems on residential structures shall not extend beyond 12 inches parallel to the roof surface of a pitched roof or flat roof. Systems on nonresidential structures shall not extend beyond 36 inches parallel to the roof surface of a pitched roof or flat roof. Systems on all structures shall not extend above the highest peak of a pitched roof.
(1) Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
c. All materials used for racking, mounting, mounting clamps, and flashings shall be of a color consistent with the color of the roof surface to minimize visibility.

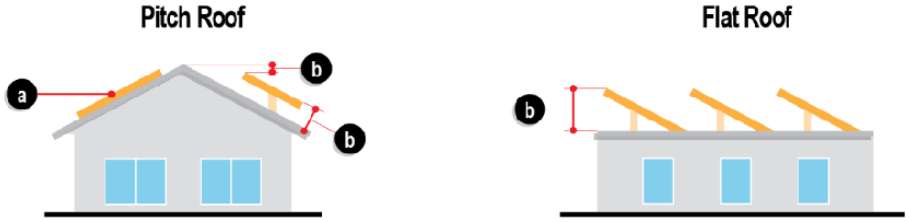


Figure 10-27 Solar Energy Collection System, Roof-mounted

12. *Farm Stand.*
a. *Farm Products Sold.* Goods sold at a farm stand shall be farm products or value-added farm products grown and/or processed on the parcel on which the farm stand shall be located only. The sale of non-agricultural items or products produced off site shall be prohibited.
b. *Farm Stand Structure.* Any structure associated with a farm stand shall:
(1) Not occupy greater than 100 square feet in floor area.
(2) Not exceed 8 feet in height.
(3) Comply with all required setbacks of the primary building. Be removed from display during the time period outside of the established hours of operation as detailed in (c) below.
c. *Hours of Operation.* A farm stand may be in operation between the hours of 7:00 a.m. and 7:00 p.m. only.
d. *Signs.* No signs, other than signs otherwise permitted for single-family uses as detailed in Table 10-14, shall be permitted.

F. **Building Orientation, Siting, and Design.**

1. *All Uses.*

a. *Subdistrict A.* In subdistrict A, the expansion or enlargement of structures existing at the time of adoption of General Ordinance 6684 shall be exempt from the requirements of Section 36-10.11.F.

b. *Building Orientation.* The primary building entrance(s) of all development on lots with a property line fronting Grant Avenue shall be oriented towards Grant Avenue. If the lot does not front on to Grant Avenue, the primary building entrance shall be oriented towards the primary street to which the lot is adjacent.

c. *Frontage Types.* The primary façade of all development shall meet the standards of one of the frontage types allowed in the applicable subdistrict as detailed in Table 10-13.

Table 10-13: GAP District Frontage Types by Subdistrict

Frontage Type	*Subdistrict A*	*Subdistrict B*	*Subdistrict C*	*Subdistrict D*	*Subdistrict E*	*Subdistrict F*
Projecting Porch		●		●		●
Engaged Porch		●	●	●		●
Integral Porch	●	●	●	●	●	●
Balcony	●	●	●	●	●	●
Forecourt		●	●		●	●
Shopfront	●	●	●		●	●

(1) *Projecting Porch (Figure 10-28).* The primary façade of the building is sufficiently setback from the property line to accommodate the projecting porch within the front yard build-to-zone. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three sides and has a roof form that is separate from the main house. A projecting porch shall encroach into the front yard build-to-zone. The following minimum standards shall apply to projecting porches.

(a) *Width.* 10 feet.
(b) *Depth.* 8 feet.
(c) *Height.* 8 feet.
(d) *Finish Level Above Sidewalk.* 18 inches.

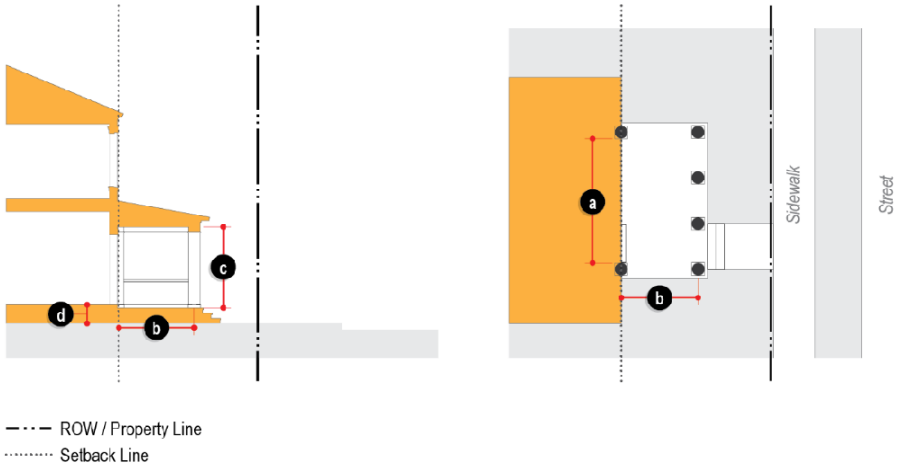


Figure 10-28 Projecting Porch Frontage Type

(2) *Engaged Porch (Figure 10-29).* The primary façade of the building is built to the minimum front yard setback or is located a minimum of 10 feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The porch is partially or fully enclosed on two sides and has a roof. An engaged porch may not encroach into the required front yard. The following minimum standards shall apply to engaged porches.
(a) *Width.* 10 feet.
(b) *Depth.* 8 feet.
(c) *Height.* 8 feet.
(d) *Finish Level Above Sidewalk.* 18 inches.

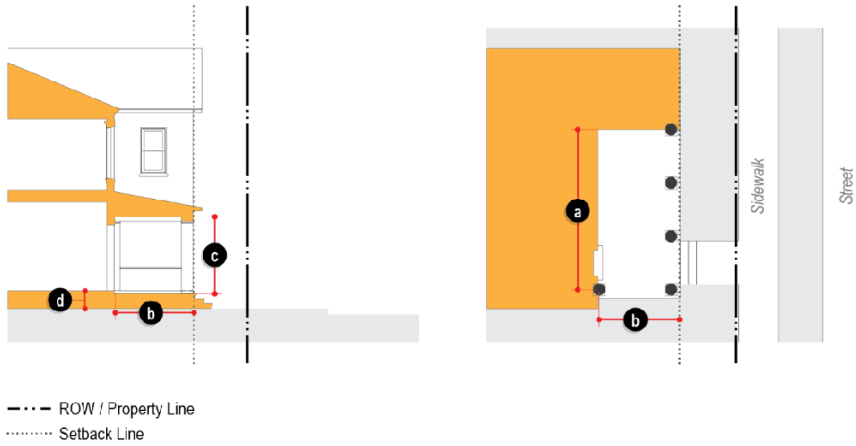


Figure 10-29 Engaged Porch Frontage Type

(3) *Integral Porch (Figure 10-30).* The primary façade of the building is built to the minimum front yard setback or is located a minimum of 10 feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is part of the overall massing and roof form of a building. It is not possible to remove an integral porch without major changes to the overall roof form. An integral porch may not encroach into the required front yard. The following minimum standards shall apply to integral porches.
(a) *Width.* 8 feet.
(b) *Depth.* 8 feet.
(c) *Height.* 8 feet.
(d) *Finish Level Above Sidewalk.* 18 inches.

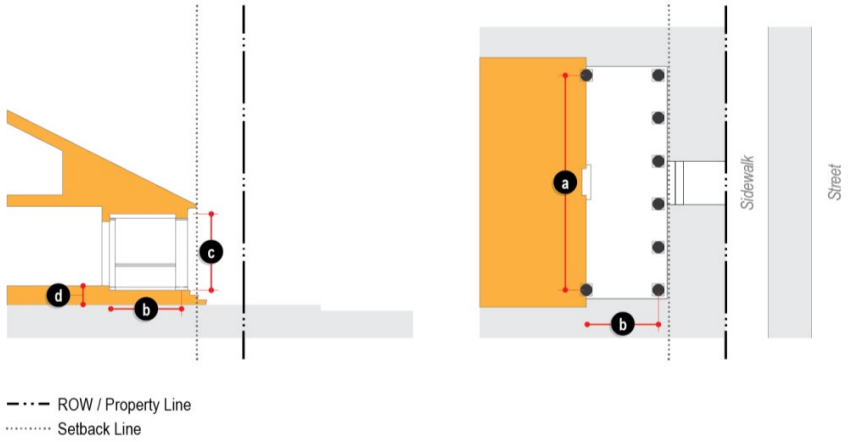


Figure 10-30 Integral Porch Frontage Type

(4) *Balcony (Figure 10-31).* The primary facing façade of the building is set back a minimum of 8 feet if balconies are to project and may be at the property line if balconies are to be recessed. Projecting and recessed balconies must remain open on all sides except those along an exterior wall to which the balcony is attached. Projecting and recessed balconies must be fully supported by the building, with no posts extending to the ground. The following standards shall apply to balconies and shall be considered minimum requirements unless otherwise stated.

(a) *Width.* 4 feet.
(b) *Depth.* 4 feet.
(c) *Vertical Clearance.* 8 feet.
(d) *Projection From Building Facade.* 8 feet, maximum.
(e) *Railing Height.* 5 feet, maximum.

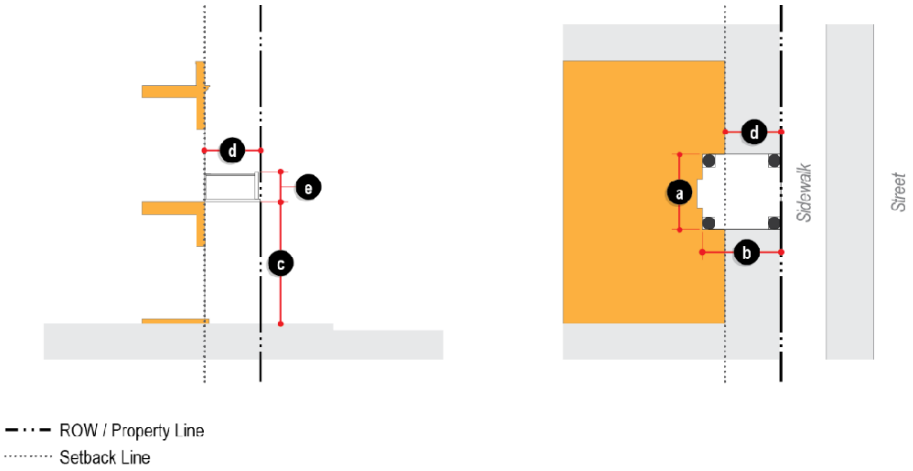


Figure 10-31 Balcony Frontage Type

(5) *Forecourt (Figure 10-32).* A portion of the primary façade of the building is at the property line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for multifamily buildings, or as an outdoor dining, plaza, or public gathering area for nonresidential uses. The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort. The following minimum standards shall apply to forecourts.

(a) *Width.* 12 feet.
(b) *Depth.* 12 feet.

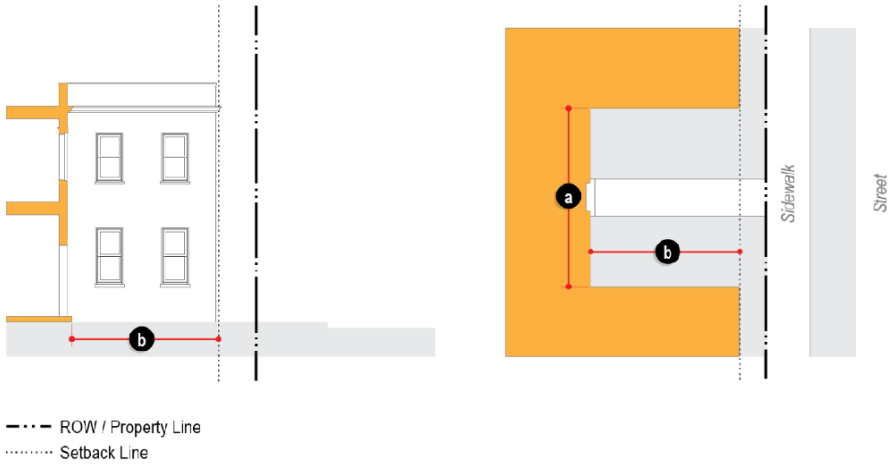


Figure 10-32 Forecourt Frontage Type

(6) *Shopfront (Figure 10-33).* The primary façade of the building is at the property line with an at-grade entrance either at the property line or recessed to allow the main entrance to swing outwards without obstructing the sidewalk. A canopy or awning element is encouraged to project over the sidewalk along the majority of the frontage. Accordion-style windows/doors or other operable windows that allow the space to open to the street are encouraged. The following standards shall apply to shopfronts and shall be considered minimum requirements unless otherwise stated.

(a) *Window area.* 16 square feet.
(b) *Window width.* 3 feet.
(c) *Window height.* 4 feet.
(d) *Sill height.* 3 feet, maximum.
(e) *Depth of Recessed Entrance.* 5 feet, maximum.

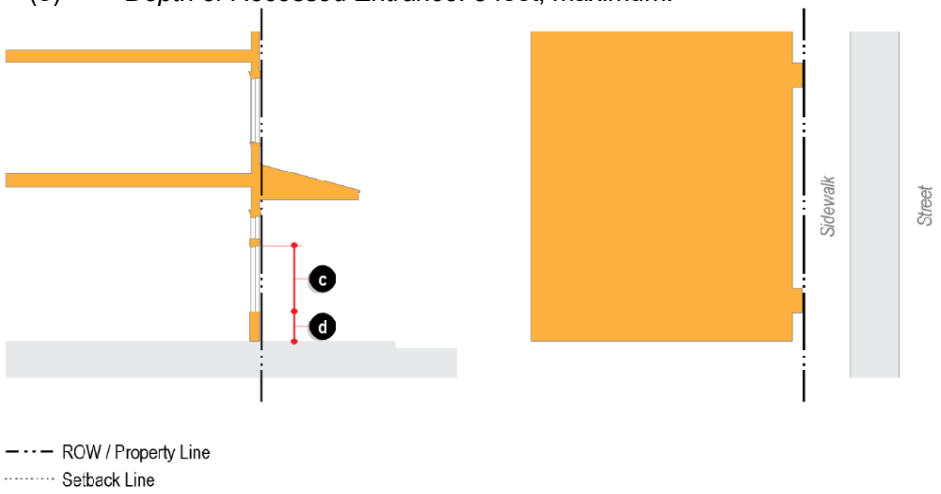


Figure 10-33 Shopfront Frontage Type

d. *Exterior Building Cladding Materials.*

(1) Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the ARC.

(2) The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and

elements.

(3) In no instance shall the finish of non-natural materials utilized mimic or match the texture of the natural materials utilized.

(4) A maximum of three exterior building cladding materials may be used.

(5) Vinyl and steel clapboard siding and/or adhered thin veneer exterior building cladding materials shall be prohibited.

e. *Roof Finishing.*

(1) Eaves may expose rafters.

(2) Gutters and downspouts may not discharge upon public right-of-way.

2. *Single-family Attached and Detached Uses.*

a. *Fences.* Fences shall be allowed on lots with single-family attached and detached uses in accordance with the following standards.

(1) *Location.* All fences allowed in this subsection shall provide safe site distance where driveway curb cuts intersect public right-of-way.

(2) *Height.*

(a) Fences in front and/or exterior side yards shall not exceed 4 feet in height.

(b) Fences in interior side and/or rear yards shall not exceed 6 feet in height.

(3) *Materials.* Fences in front yards and/or exterior side yards shall be of non-sight barrier construction and have a maximum opacity of 50%. Permitted fence materials in all yards shall be only those materials which are designed and intended for use in fence installations and shall be limited to:

(a) Vegetation;

(b) Wood, chemically treated or naturally resistant to decay;

(c) Wood composites;

(d) Aluminum;

(e) Vinyl/PVC;

(f) Wrought iron; and

(g) As approved by the ARC.

3. *Multifamily, Mixed Use, and Nonresidential Uses.*

a. *Building Siting (Figure 10-34).* Development located at the corner of two streets shall be sited to connect or anchor the corner with prominent architectural features and site treatments.

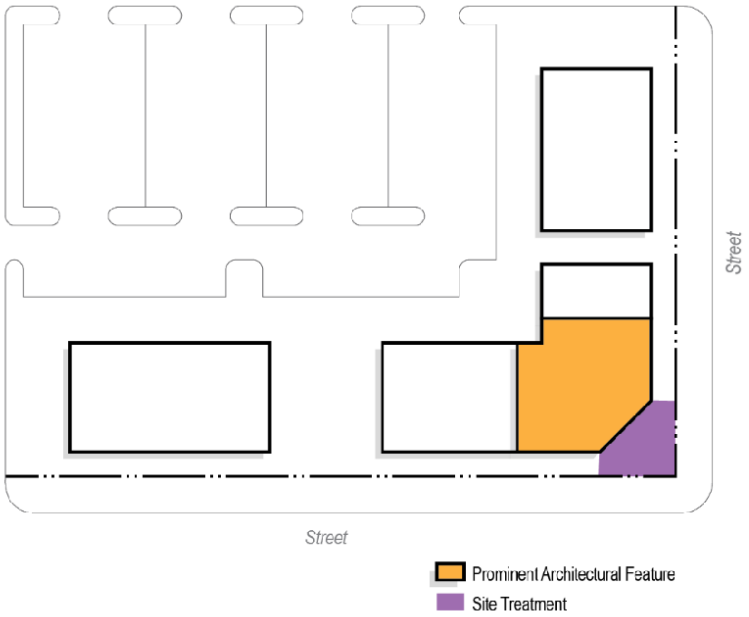


Figure 10-34 Building Siting

b. *Transparency (Figure 10-35).*

(1) *Ground Level Transparency.* The ground level of nonresidential or mixed-use buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way, with the exception of alleys, shall include transparent, clear glass windows and/or doors arranged so that the uses inside are visible from and/or accessible to the street. Window and/or doors with reflective or tinted glass that impede views into a building shall be prohibited.

(2) *All Stories Transparency.* All stories of all building facades facing a public right-of-way, with the exception of alleys, shall include at least 40% of the subject facade in windows or doors. The ARC may waive transparency requirements by up to 20% for medical and dental office uses.

Figure 10-35 Transparency

c. *Awnings and Canopies (Figure 10-36).* Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of-way. If provided, awnings or canopies shall project a minimum of three feet and a maximum of ten feet from the facade.

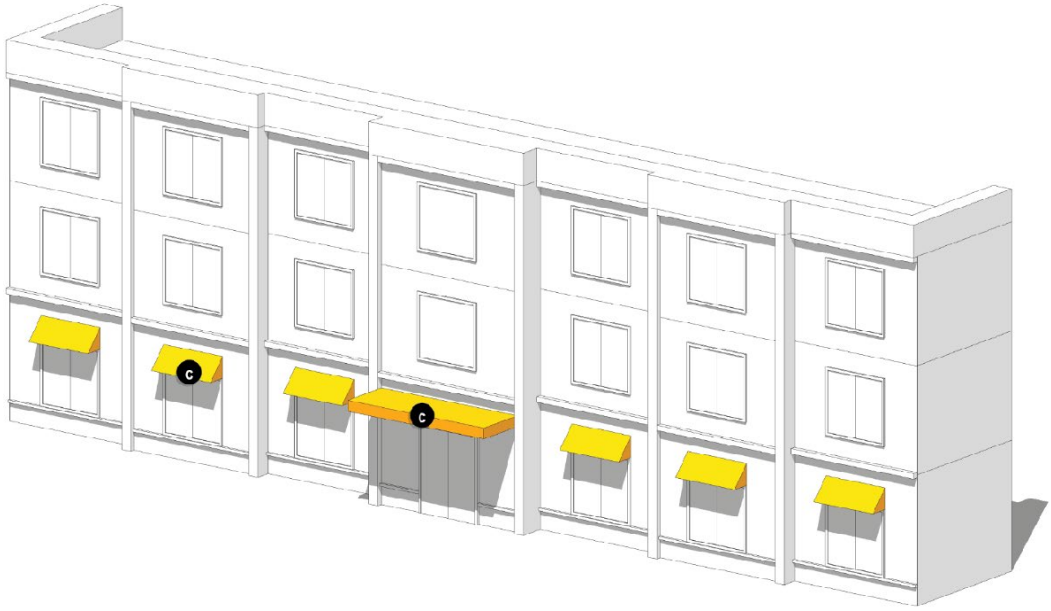


Figure 10-36 Awnings and Canopies

d. *Articulation (Figure 10-37).* The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, with the exception of alleys, through the use of contrasting elements. Façades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that together with required landscaping (Section 36-10.11.H) breakdown large expanses of flat, unembellished surfaces.

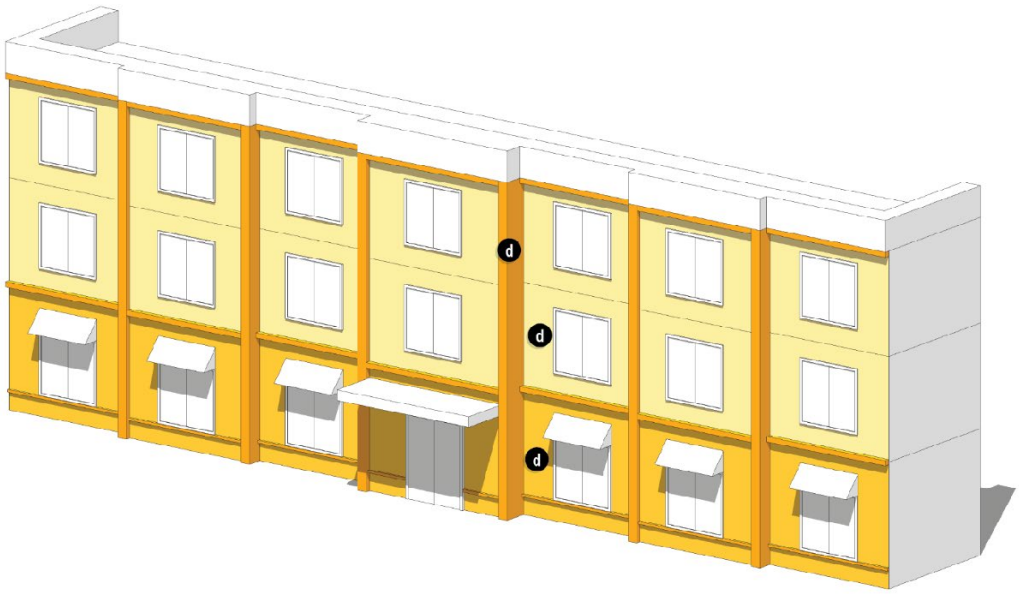


Figure 10-37 Articulation

G. **Off-street Parking.**

1. *Off-street Vehicle Parking Requirements.*
   a. *Subdistrict A.* Off-street vehicle parking shall not be required in subdistrict A.
   b. *Subdistricts B, C, D, E, and F.* Off-street vehicle parking for residential, nonresidential, and mixed uses shall be provided in subdistricts B, C, D, E, and F, as follows:
      (1) *Single-family attached and detached.* One space/dwelling unit.
      (2) *Micro-efficiency dwelling unit.* One space/dwelling unit.
      (3) *Efficiency/one-bedroom dwelling unit.* One and one-half spaces/dwelling unit.
      (4) *Two or more bedroom dwelling unit.* Two spaces/dwelling unit.
      (5) *Nonresidential uses.* Off-street vehicle parking is not required.

2. *Off-street vehicle parking location and access (Figure 10-38).*
   a. *Fronting Grant Avenue.* Parking lots, structures, and/or garages shall be located to the rear of the principal building and accessed from a side street, alley, or access easement.
   b. *Not fronting Grant Avenue.* Parking lots, structures, and/or garages accessory to principal buildings not fronting Grant Avenue may be located to the side of the principal building only if the lot, structure, and/or garage is located on one or both sides of an access point to any street other than Grant Avenue. In no case shall such lot, structure, and/or garage be located closer to the right-of-way than the principal building.
   c. *Grant Avenue access points.* Access points from Grant Avenue shall be permitted only if located directly across from an existing roadway which runs perpendicular to Grant Avenue or if the property has no access to any side street, alley, or access easement.

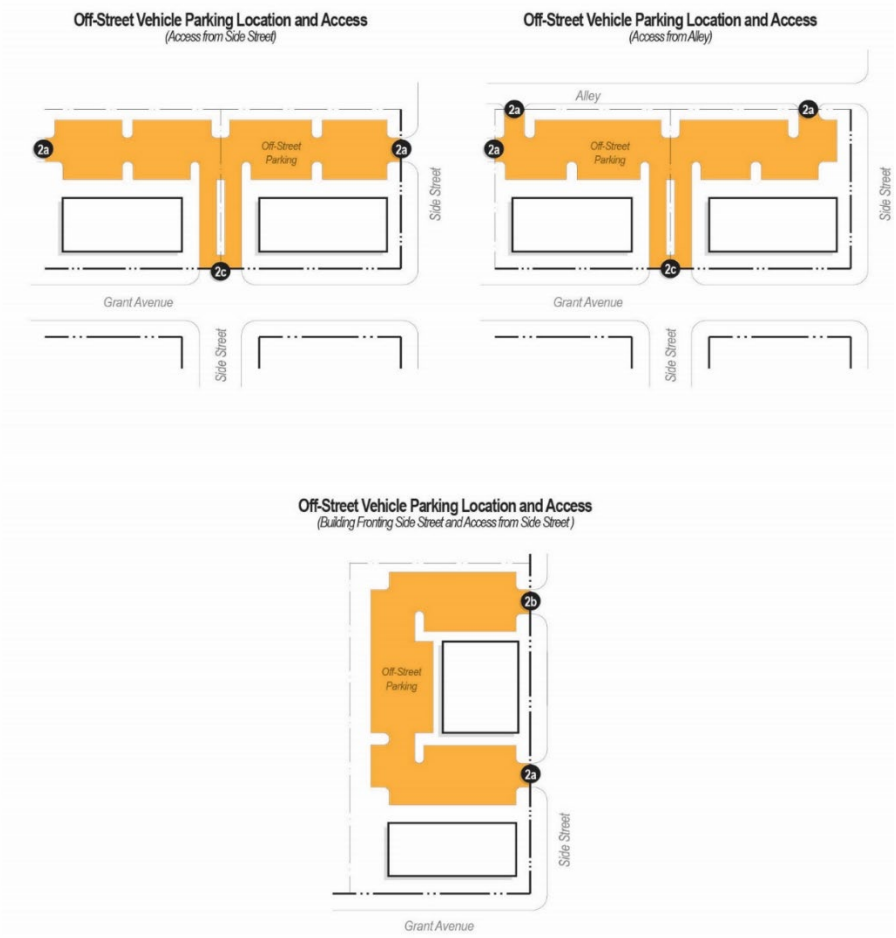


Figure 10-38 Off-street Vehicle Parking Location and Access

3. *Vehicular Cross Access Drives (Figure 10-39).* To facilitate vehicular access between adjoining developments and to minimize access points along Grant Avenue, development in all subdistricts shall comply with the following standards:
   c. Internal vehicular circulation systems shall be designed to allow for vehicular cross-access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development, or to the boundary of adjoining vacant land.
   d. Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
   e. The ARC may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area or would create unsafe conditions.
   f. Easements allowing cross access to and from properties served by a vehicular cross-access drives, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the register of deeds for the county in which the properties are located before issuance of a building permit for the development.

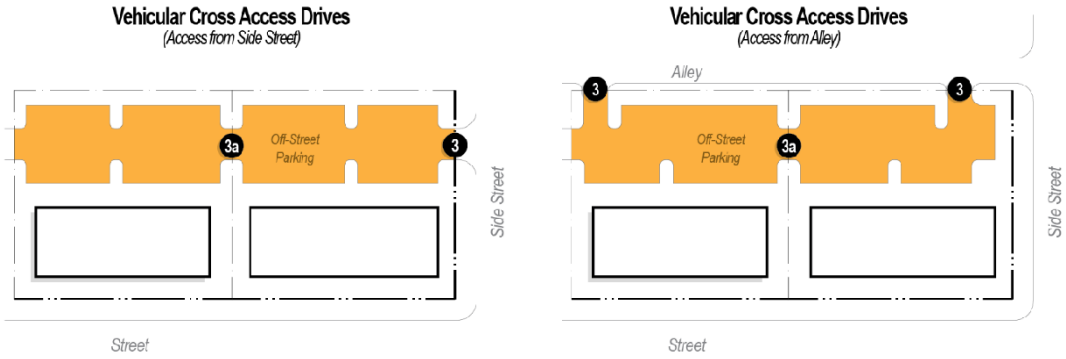


Figure 10-39 Vehicular Cross-access Drives

4. *Pedestrian Walkways.*
   a. ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
   b. ADA accessible pedestrian walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to, stamped asphalt, special pavers, bricks, or scored concrete.

5. *Bicycle Parking (Figure 10-40).*
   a. *Location.*
      (1) Required bicycle parking shall be provided on the same lot as the use for which it is intended to serve.
      (2) Bicycle parking shall be sited within 50 feet of a building entrance. If provided indoors, bicycle parking shall be located within a common area designated for secure bicycle storage.
      (3) Bicycle parking areas shall be adequately lit and located such that they are highly visible from the street and/or building entrance(s) from where bicyclists approach.
      (4) Bicycle parking adjacent to a pedestrian walkway shall be sited to ensure that a minimum five-foot walkway clearance is maintained.
      (5) The location of bicycle parking shall not conflict with pedestrian and/or vehicular circulation.
   b. *Design Criteria.*

(1) Bicycle facilities shall be constructed of sturdy, tamper-proof materials such as welded steel. Rack design may be varied to complement the architecture of the primary building, provided it meets all design criteria.
(2) Bicycle racks shall be installed on a hard surface area.
(3) Each bicycle rack shall provide parking for at least two bicycles.
(4) Racks shall allow for the bicycle frame and at least one wheel to be locked to the racks.
(5) The bicycle rack shall allow for the use of a cable as well as a U-shaped lock.
(6) The installation of bicycle parking facilities shall conform to the manufacturer requirements.

c. *Dimensional Standards.*
(1) Each bicycle parking space shall be a minimum of 6 feet in length with the exception of vertical or wall mounted bicycle parking spaces.
(2) Bicycle racks shall be located at least 3 feet in all directions from any obstruction, including, but not limited to, other bicycle racks, walls, doors, posts, columns, or landscaping.
(3) A minimum vertical clearance of 7 feet shall be maintained above all bicycle parking facilities.

d. *Off-street Bicycle Parking Requirements (Figure 10-40).*
(1) The number of required bicycle parking spaces shall be equal to 5% of required vehicle parking spaces or 10 spaces, whichever is less. Additional demand for bicycle parking shall be monitored and provided as necessary.
(2) Exemption. The bicycle parking requirements of this section shall apply to all uses other than the following:
(a) Dwelling, single-family detached.
(b) Dwelling, single-family attached.

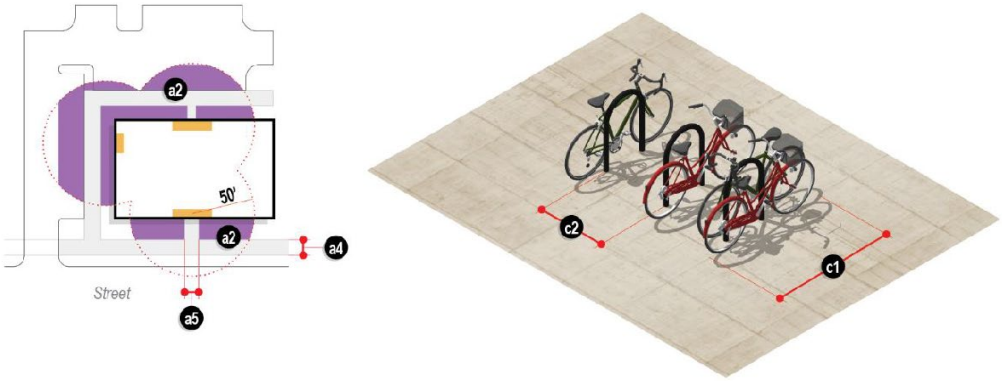


Figure 10-40 Off-street Bicycle Parking

H. **Landscape.** Landscape improvements required by this section shall apply to all non-single-family development and consist of living plants in a combination of trees, shrubs, native grasses, and/or groundcover. Unless otherwise stated in this section, all size specifications for plant materials shall be based upon the time of planting. When caliper is specified for tree planting, the caliper of the tree trunk shall be measured at six inches above the soil level. Any plant materials used to meet the requirements of this section shall not include any plant material identified as an invasive plant by the Missouri Department of Conservation.

1. *Planting Types (Figure 10-41).* Plant materials which are native to or adapted to the State of Missouri are encouraged.
a. *Canopy trees:* A woody plant (deciduous or evergreen) having not less than a two and one-half-inch caliper with single central axis which typically reaches a mature height of not less than 40 feet and a mature spread of not less than 15 feet.

b. *Understory trees:* A woody plant having not less than a one and one-half-inch caliper, or 6 feet tall for multiple stem species, that normally attains a mature height of at least 15 feet.
c. *Evergreen trees:* A tree having foliage that persists and remains green throughout the year and has a height of not less than 6 feet at installation and maturing to a height of not less than 20 feet.
d. *Shrub:* A woody plant (deciduous or evergreen) of low to medium height characterized by multiple stems continuous from its base and having a height of not less than two feet.
e. *Native grasses:* Grasses and flowering broad leaf plants that are native to, or adapted to, the State of Missouri, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.
f. *Groundcover:* Herbaceous plants, other than turf grass, or prostrate shrubs normally reaching an average maximum height of 18 inches at maturity.

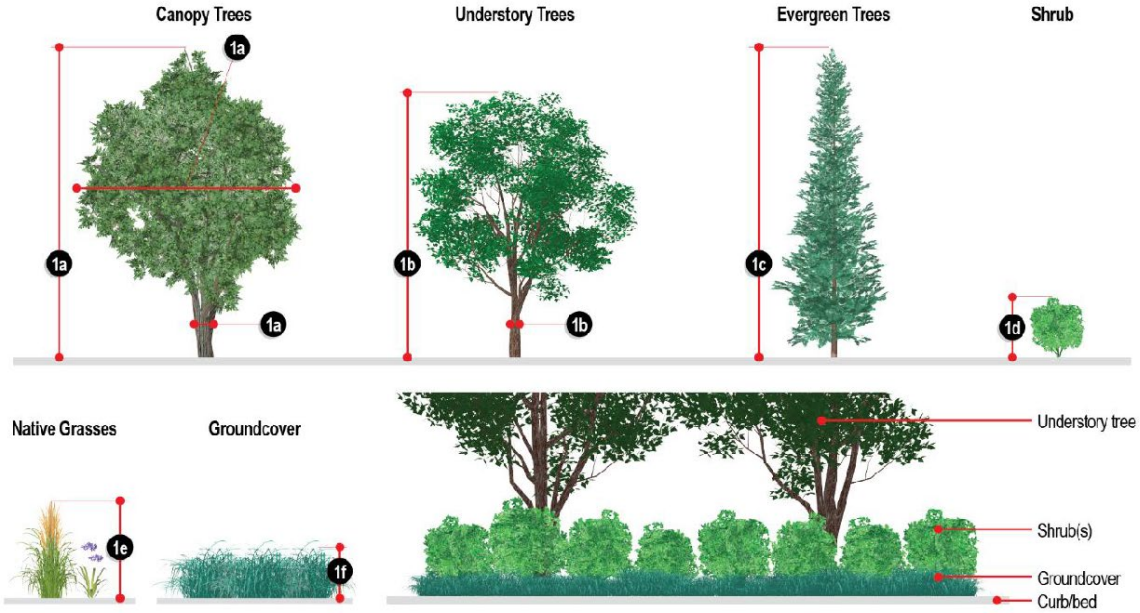


Figure 10-41 Planting Types

2. *Required Landscape Areas (Figure 10-42).* Landscape shall be provided as outlined below in the locations illustrated in Figure 10-42.

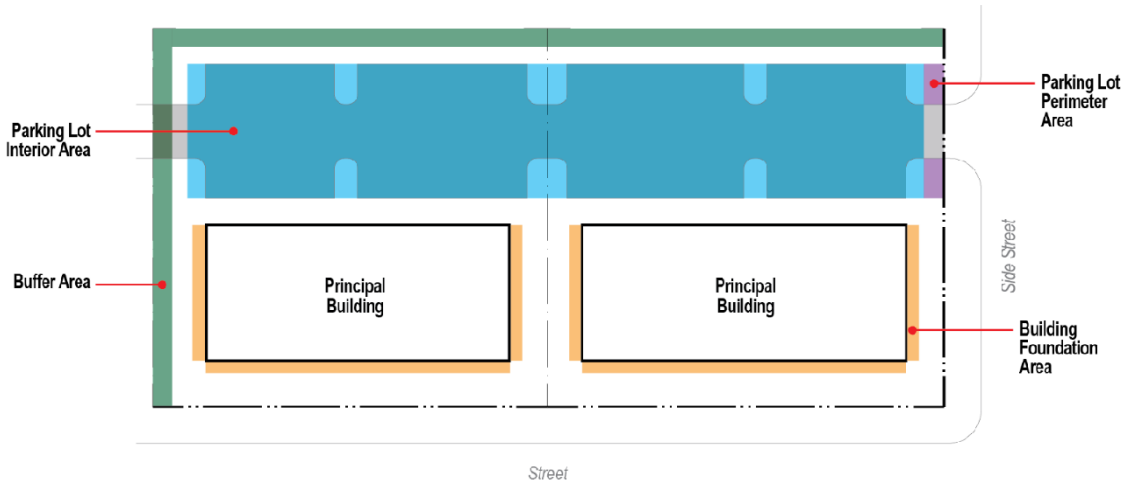


Figure 10-42 Required Landscape Areas

3. *Parking Lot Perimeter Area.* Trees and landscape required by this section shall be in addition to trees and landscape required under other sections of this division. It is the objective of this section to provide screening between parking areas and right-of-way, and to provide for the integration of stormwater management with required landscaping.
   a. *Location.* All surface parking lots which abut a public or private right-of-way, excluding alleys, shall include landscape and trees as required by this section located between the parking lot back of curb and the right-of-way.
   b. *Applicability.* The parking lot perimeter landscape regulations of this section apply to the following:
      (1) The construction or installation of any new surface parking lot or vehicular use area; and
      (2) The expansion of any existing surface parking lot or vehicular use area, in which case the requirements of this section apply only to the expanded area.
   c. *Requirements (Figure 10-43).*
      (1) Perimeter landscape shall run the full length of the parking lot and shall be located between the property line and the edge of the parking lot.
      (2) Perimeter landscape shall have a minimum width of 7 feet as measured from the parking lot back of curb, to accommodate vehicle bumper overhang and ensure planting areas that are adequate in size.
      (3) Perimeter landscape areas shall be improved as follows:
         (a) One shrub or native grass the height of which shall not be less than 3 feet nor greater than 5 feet, shall be planted for every 3 feet of landscape area length, spaced to adequately screen vehicle bumpers. 50% of required landscape shall be evergreen shrubs unless a low masonry wall or fence is provided as detailed in subsection b., below.
         (b) A low masonry wall or fence the height of which provides effective screening to a maximum height of 3 feet shall be used in conjunction with required landscaping as detailed above if the parking lot is located within 70 feet of residential use. Plant materials shall be installed between the sidewalk and the fence or wall to provide a softening effect.
      (4) Perimeter landscape areas outside of shrub/native grasses and tree masses shall be planted in live groundcover.

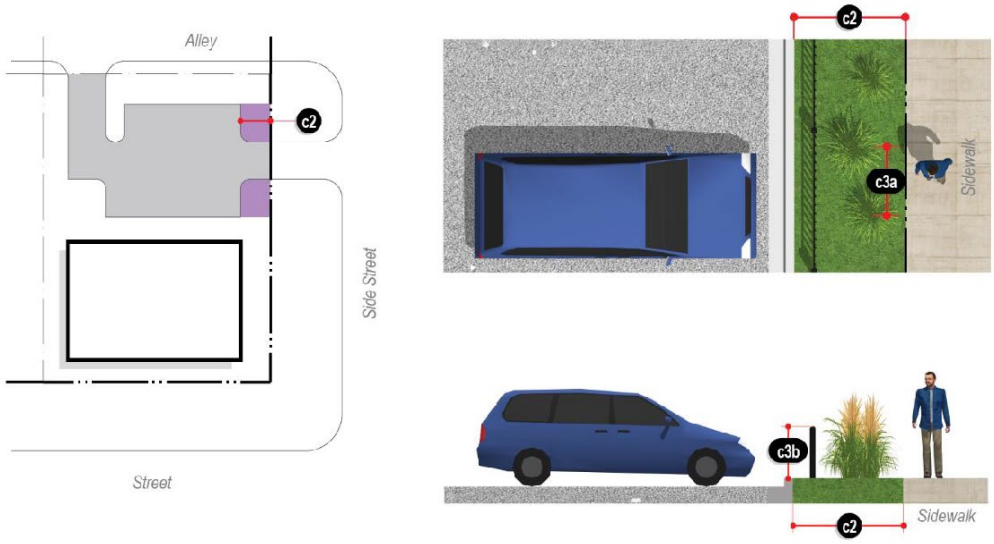


Figure 10-43 Parking Lot Perimeter Area Landscape

4. *Parking Lot Interior Area.* All parking lots shall include landscape and trees located within the parking lot as required by this section. Trees and landscape required by this section shall be in addition to trees and landscape required under other sections of this division. It is the objective of this section to provide shade within parking areas, break up large expanses of parking lot pavement, support stormwater management where appropriate, and provide a safe pedestrian environment.
   a. *Applicability.* The parking lot interior landscape regulations of this section apply to the following:
      (1) The construction or installation of any new surface parking lot; and
      (2) The expansion of any existing surface parking lot, in which case the requirements of this section apply only to the expanded area.
   b. *Amount (Figure 10-44).*
      (1) *Parking lots with fewer than 15 spaces.* In parking lots with fewer than 15 spaces, all rows of parking shall be terminated by a parking lot island.
      (2) *Parking lots with 15 to 100 spaces.* In parking lots with 15 to 100 spaces, required parking lot interior landscape area shall be provided in the form of islands.
         (a) *Parking lot island amount requirement.* Parking lot islands shall be located on all parking rows. Parking lot islands shall be spaced not more than 135 feet or more than 15 continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.
      (3) *Parking lots with 100 spaces or more.* In parking lots with 100 or more spaces, required parking lot interior landscape area shall be provided in the form of islands and medians.
         (a) *Parking lot median amount requirement.* Parking lot medians shall be placed between every third row of parking.
         (b) *Parking lot island amount requirement.* Parking lot islands shall be located on parking rows which are not required to have parking lot medians. Parking lot islands shall be spaced not more than 135 feet or more than 15 continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.

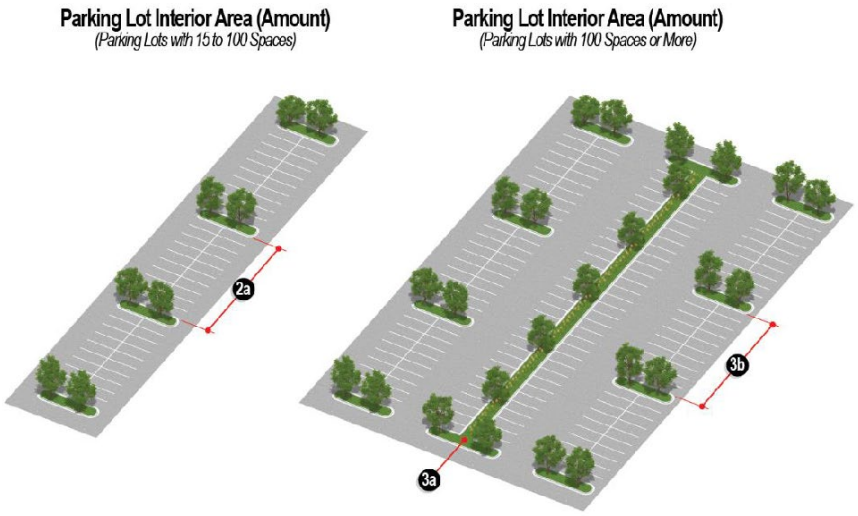


Figure 10-44 Parking Interior Area Landscape - Amount

c. *Parking Lot Median Standards (Figure 10-45).*
   (1) *Size.* Parking lot medians shall have a minimum width of 9 feet and minimum soil depth of 36 inches.
   (2) *Planting.* A minimum of one canopy tree and 15 shrubs or native grasses shall be planted for each 50 linear feet of parking lot median.
   (3) *Design.* Parking lot medians shall be protected with concrete curbing, wheel stops, or other suitable barriers. Such medians shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

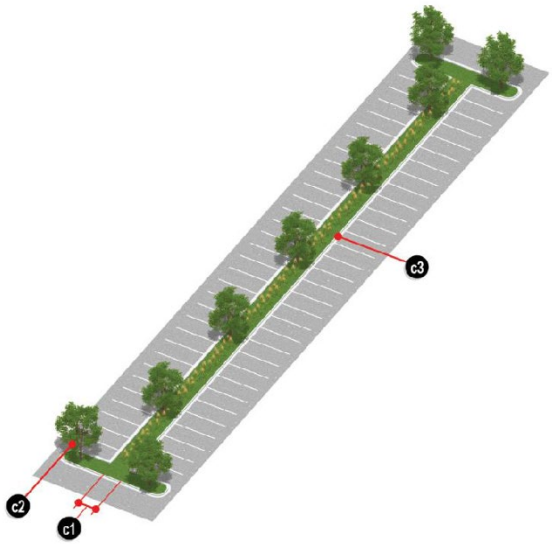


Figure 10-45 Parking Lot Median Standards

d. *Parking Lot Island Standards (Figure 10-46).*
   (1) *Size.* Parking lot islands shall be a minimum 9 feet wide by 18 feet long if adjacent to standard parking spaces and 16 feet long if adjacent to compact parking spaces and shall have a minimum soil depth of 36 inches. Double rows of parking shall provide parking lot islands opposite one another to form

continuous single islands.

(2) *Planting.* A minimum of 1 canopy tree shall be provided for every parking lot island. If the island extends the width of a double row, then 2 canopy trees shall be provided.

(3) *Design.* Parking lot islands shall be protected with concrete curbing or other suitable barriers. Such islands shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

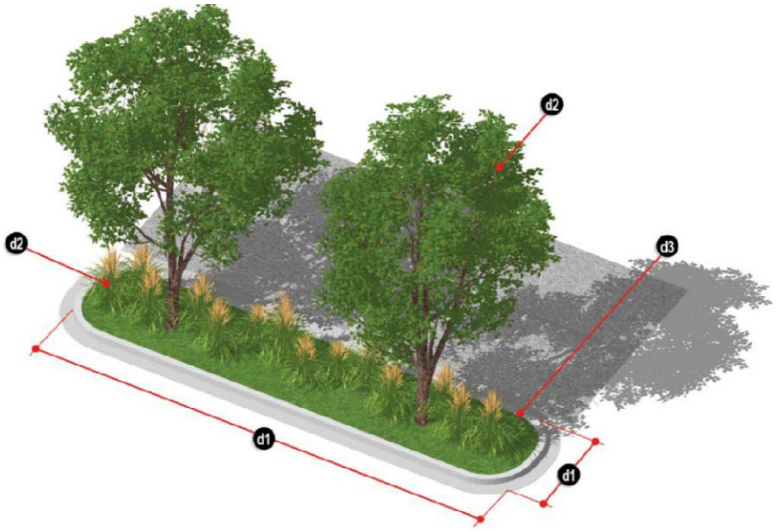


Figure 10-46 Parking Lot Island Standards

e. *Pedestrian walkways.* Pedestrian walkways, as required by Section 36-10.11.G.4, shall be located along parking lot medians. The ARC may waive or modify this requirement on determining that locating pedestrian walkways along parking lot medians is impractical due to site conditions or is undesirable because it would create unsafe conditions.

f. *Type of landscape material.* Except where areas are designed as vegetated stormwater management areas, canopy trees shall be the primary plant material used in parking lot islands and canopy trees and shrubs or native grasses shall be the primary plant materials used in parking lot medians. Understory trees, evergreen trees, shrubs, native grasses, groundcover, and other plant materials may be used to supplement the required plantings shall provide safe site distance where driveway curb cuts intersect public rights-of-way. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the ARC.

g. *Groundcover.* Except where areas are designed as vegetated stormwater management areas, a minimum of 75% of the surface area of every parking lot island and median shall be planted with live groundcover. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the ARC.

5. *Building Foundation Area (Figure 10-47).* All non-single-family development, with the exception of non-single-family development built with a zero-foot front yard setback, shall include landscape located at the building foundation as required by this section. Landscape required by this section shall be in addition to landscape required under other sections of this division. It is the objective of this section to provide a softening effect at the base of buildings.

a. A non-single-family development is required to maintain a building foundation area at front and exterior side yards with a minimum width of the building setback or 7 feet,

whichever is less.

b. Foundation plantings shall be placed 18 inches on center from the foundation of the building.

c. Foundation plantings shall be designed to frame architectural features and to visually soften long expanses of walls.

d. Foundation plantings shall be installed across 80% of the length of the front and exterior side façade of the building.

e. Foundation plantings may include trees, shrubs, native grasses, and groundcover.

f. Where the area between the building and right-of-way is entirely paved as a public gathering space, plaza, or outdoor dining area, required building foundation area landscaping may be substituted by a minimum of two of the following elements:
   (1) Moveable tables and chairs,
   (2) Fountain or other water feature,
   (3) Sculpture or other public art feature,
   (4) Benches, seat walls, or amphitheaters,
   (5) Raised landscape planters,
   (6) Understory trees lining the area,
   (7) Pedestrian scale and celebratory lighting,
   (8) Other features as approved by the ARC.

g. Above-ground stormwater planter boxes along building facades may be substituted for foundation plantings.

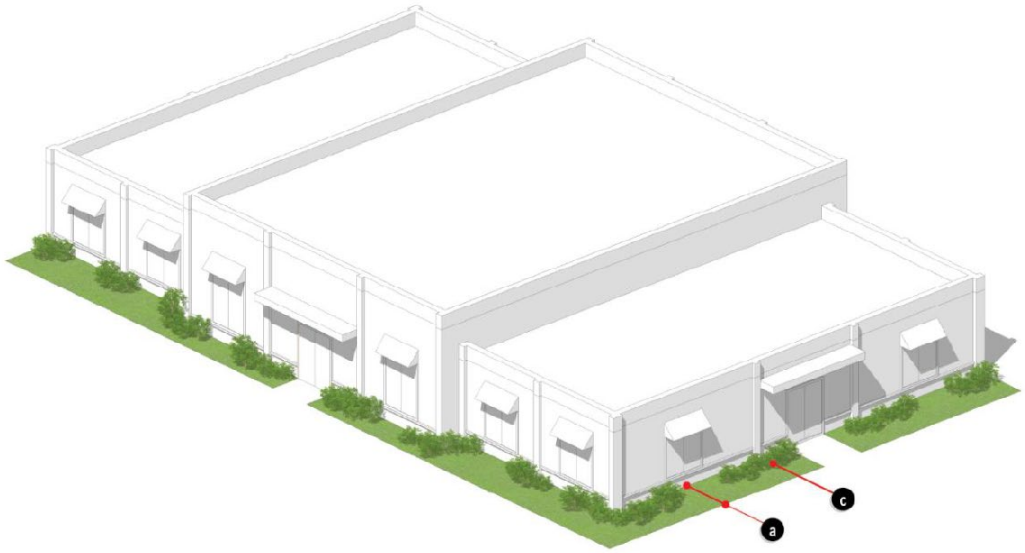


Figure 10-47 Building Foundation Area Landscape

6. *Buffer Area.* Buffer area landscape shall be required along interior property lines of all non-single-family development when adjacent to single-family uses. It is not expected that the buffer area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics. Landscape required by this section shall be in addition to landscape required under other sections of this division.

   a. *Applicability.* Buffer area landscaping is required as follows:
      (1) The construction or installation of any new primary building or primary use; and
      (2) The expansion of any existing primary building or primary use that results in an increase in gross floor area by more than 5% or 1,000 square feet, whichever is greater. In the case of expansions that trigger compliance with buffer area requirements, buffer area landscaping is required only in proportion to the degree of expansion. The ARC is authorized to allow the buffer area to be established adjacent to the area of expansion or to disperse buffer area

landscaping along the entire site buffer area.

b. *Buffer Area Standards (Figure 10-48).*
   (1) *Width.* Buffer areas shall have a minimum width of 7 feet. Required yard setbacks may be utilized for buffer area landscape.
   (2) *Fences.* The exterior line of the buffer area shall be improved with a fence meeting the following standards:
      (a) *Height.* The fence shall be 6 feet in height.
      (b) *Materials.* The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
      (c) *Design.* The finished side of the fence shall face the adjacent property.
      (d) *Location.* Fences shall be located in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts intersect public rights-of-way, and shall not extend beyond the front elevation of the primary building.
   (3) *Landscape elements.* The buffer area shall, at a minimum, be improved with the following landscape elements:
      (a) *Canopy/evergreen trees.* 4 canopy and/or evergreen trees shall be planted per every 100 lineal feet of buffer area.
      (b) *Shrubs/native grasses.* 10 shrubs/native grasses shall be planted per every 100 lineal feet of buffer area.

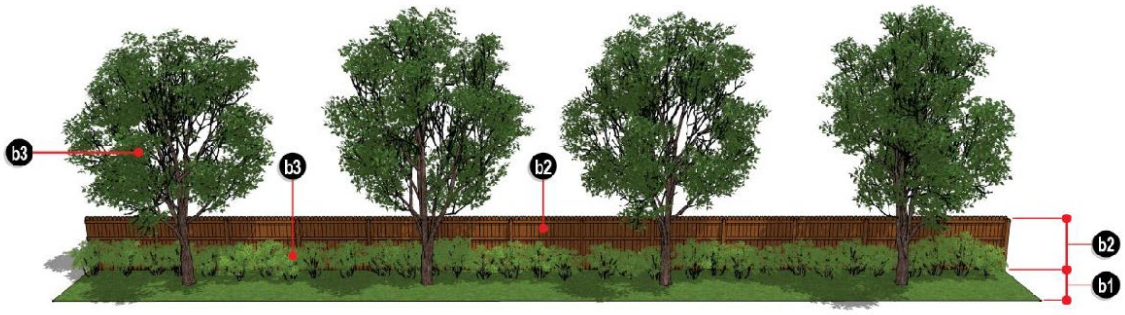


Figure 10-48 Buffer Area Landscape

7. *Installation and Maintenance of Landscape Areas.*
   a. All installed landscape shall conform to the most recently approved American Standard for Nursery Stock (ANSI Z60.1), published by the American National Standards Institute.
   b. All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the time of the season or weather conditions are not conducive to planting, the developer shall apply to the ARC for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine as detailed in the agreement.
   c. A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. 20% of the total landscaping costs should be deposited in escrow with the city before building permits are granted. The 20% landscaping deposit will be held in escrow for a period of one year past the time of planting and will be refunded on approval of the city.
   d. Dead plant materials shall be replaced within 60 days taking into consideration the season of the year and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one phase, the 60-day timeframe shall apply to each individual phase.
   e. All landscape shall be maintained in a healthy, neat, trimmed, clean, and weed-free condition. With the exception of surface areas in vegetated stormwater management

areas where mulch is not specified, the ground surface of landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.

f. For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of 18 months following municipal approval of installation. During this guarantee period the landowner shall supply water as necessary to promote successful establishment and growth.

g. Any required landscape area not intended for stormwater management, greater than 150 square feet in area, shall be provided with an underground irrigation system or be provided with a portable water supply within 50 feet of said landscape areas. No part of an irrigation system may be installed in city right-of-way.

h. All plantings required under this division shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to cultural conditions, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

l. **Screening.**

1. *Used Frying Oil, Trash, and Recycling Receptacles (Figure 10-49).* The following regulations shall apply to all non-single-family development.

a. Used frying oil, trash, and recycling receptacles shall be screened on three sides with a solid, opaque material with a minimum height of 6 feet and a maximum height of 8 feet.

b. Materials used for screening shall complement the exterior building cladding materials of the primary building.

c. Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.

d. If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.

e. Shrubs shall be installed every 3 feet along the exterior of the enclosure, with the exception of enclosure openings, to provide a softening effect.

f. Enclosure openings shall be gated with an opaque material.

g. Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.

h. Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles be placed in the enclosure at all times other than when it is being accessed.

i. Access drives shall be constructed of materials and to a thickness which accommodates truck loading. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.

j. Enclosures shall be of an adequate size to accommodate expected containers. The enclosure shall be designed to be expandable to accommodate future additional containers.

k. Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.

l. Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

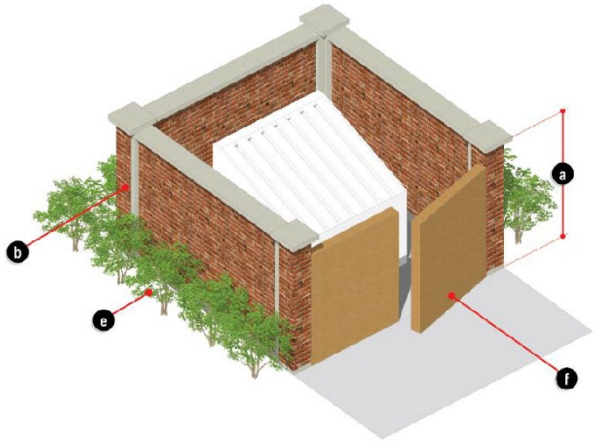


Figure 10-49 Used Frying Oil, Trash, and Recycling Receptacle Screening

2. *Ground/Wall-mounted Mechanical Units (Figure 10-50).* The following regulations shall apply to all ground/wall-mounted mechanical units, including, but not limited to, generators, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment. Tanks and/or silos related to a brewery, winery, distillery are exempt from these requirements.

   b. Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground-mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.

   c. Ground/wall-mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.

   d. Materials used for screening shall be designed and established so that the area or element being screened is no more than 20% visible through the screen.

   e. Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

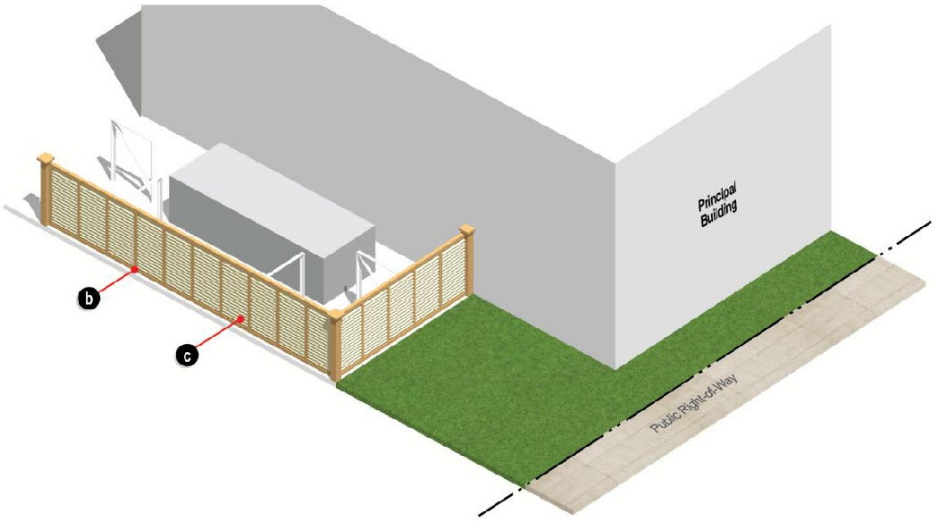


Figure 10-50 Ground/Wall-mounted Mechanical Unit Screening

3. *Roof-mounted Mechanical Units (Figure 10-51).* The following regulations shall apply to all roof mounted mechanical units, including, but not limited to, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment which service multifamily, nonresidential, or mixed-use developments.

   a. Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.

   b. Roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be completely screened from public view.

   c. Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.

   d. Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.

   e. Additional screening may be required due to topographic differences in the adjoining properties.

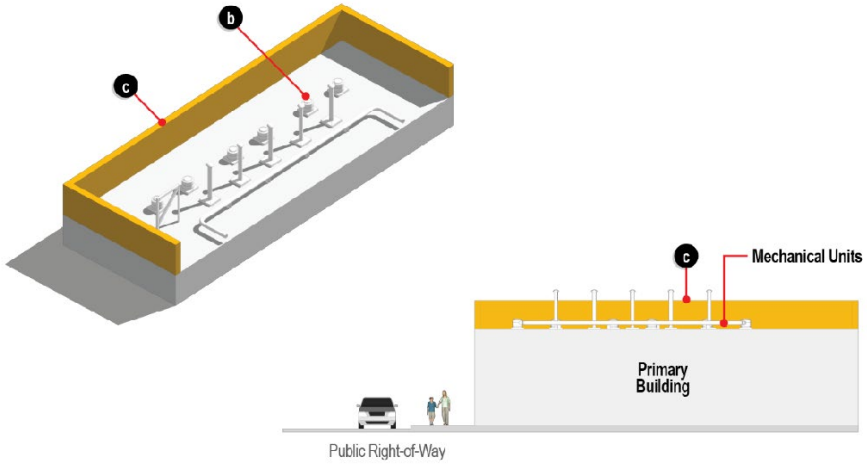


Figure 10-51 Roof-mounted Mechanical Unit Screening

J. **Signs.**

1. Sign Measurement.

a. Sign Area (Figure 10-52). Unless otherwise defined, sign area shall be determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border. The area of a sign composed of individually affixed letters is determined by the total area of the smallest geometric shape enclosing the letters. A maximum of two geometric shapes may be utilized. The calculation for a double-faced sign shall be the area of one face only.

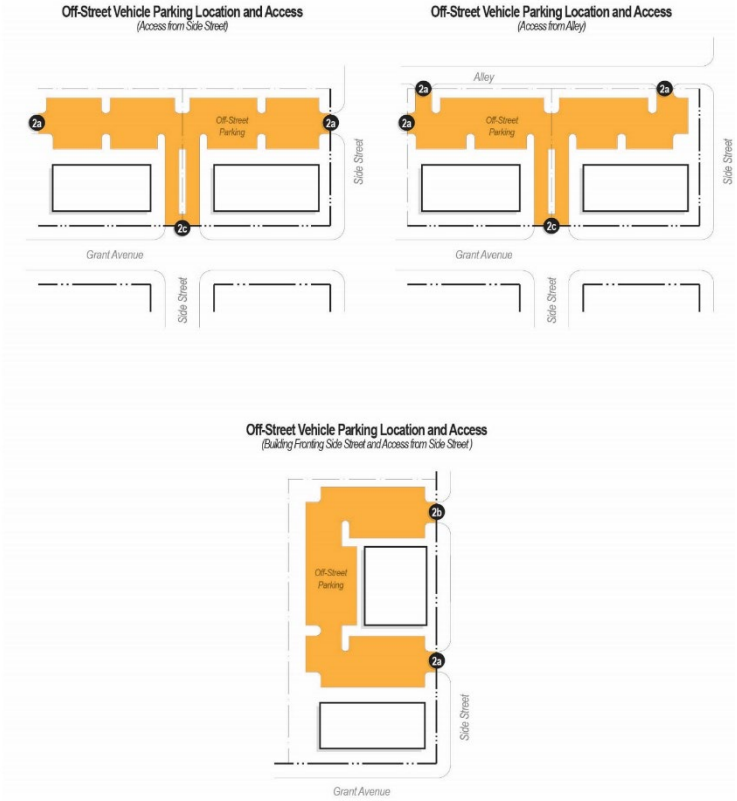


Figure 10-52 Sign Area Measurement

b. *Sign Height (Figure 10-53).* Sign height shall be measured from grade directly below the sign to the topmost portion of the sign.

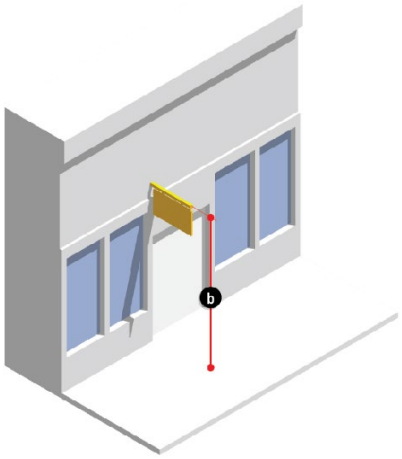


Figure 10-53 Sign Height Measurement

2. *Limit on Sign Area (Figure 10-54).*
   a. *Permanent Sign Area Limit.* Each lot shall be allowed 1 square foot of aggregate sign area per linear foot of building frontage for permanent signs.
   b. *Temporary Sign Area Limit.* Each lot shall be allowed 6 inches of aggregate sign area per linear foot of building frontage for temporary signs.
   c. *Premises Having Frontage on More Than One Dedicated Street.* Premises having frontage on more than one dedicated street will be allowed an additional 6 inches of aggregate sign area for each linear foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.

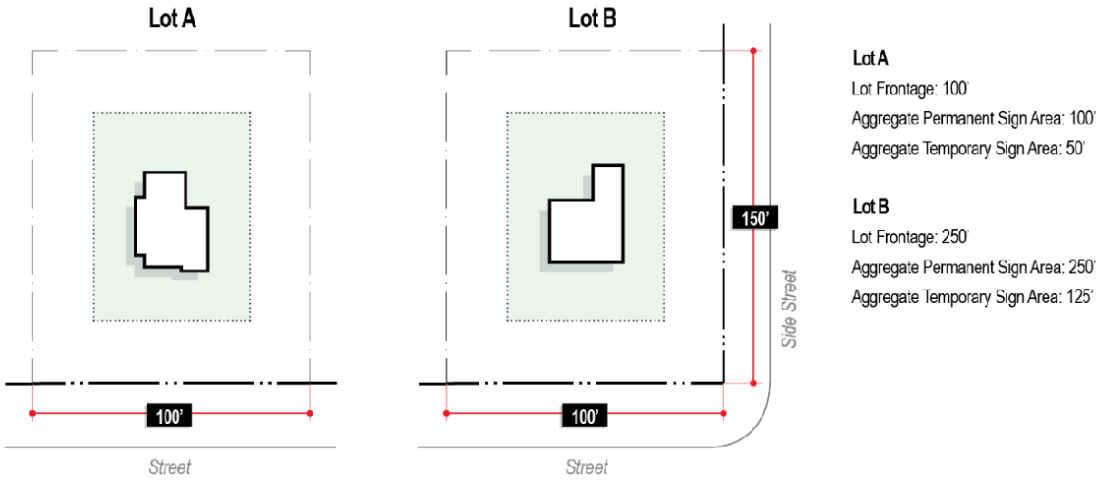


Figure 10-54 Limit on Sign Area

3. *Permitted and Allowed Sign Types.* Table 10-14 details the types of signs allowed in the GAP district per use type. The following key is to be used in the interpretation of the table:
   a. *Permitted sign types.* Sign types marked as "P" in the table shall be permitted subject to all applicable provisions of this division and only after the issuance of a sign permit as detailed in Article 9.

b. *Allowed sign types.* Sign types marked as "A" in the table shall be allowed subject to all applicable provisions of this division. No sign permit shall be required.
c. *Prohibited sign types.* A blank space in the table indicates that a sign type is not allowed for the respective use type.
d. *Unlisted sign types.* Sign types not included in Table 10-14 shall be considered prohibited.

Table 10-14: Permitted and Allowed Sign Types

Sign Type	*Single-family Uses*	*Non-single-family Uses*
Permanent Signs		
Wall Sign		P
Awning or Canopy Sign		P
Projecting Sign		P
Window Sign, Permanent		P
On-site Traffic Directional Sign		P
Temporary Signs		
Wall Mounted Banner Sign		P
Sidewalk Sign		A
Window Sign, Temporary		A
Yard Sign	A	
Post Sign	P	

4. *Standards for Permanent Signs.*
   a. *Wall Signs (Figure 10-55).*
      (1) *Sign area.* The maximum sign area of a wall sign shall be 5% of the total area of the face of wall on which the sign is to be located.
      (2) *Height.* No wall sign shall protrude above the highest roofline or the top of the parapet wall or mansard roof.
      (3) *Projection.* A wall sign shall not extend more than 6 inches from the wall of the building or structure to which it is attached and shall maintain a minimum vertical clearance of 10 feet.
      (4) *Number of signs.* A maximum of one wall sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
      (5) *Sign copy.* All sign copy featured on wall signs shall either be individually affixed letters, appear to be individually affixed letters, or be printed, etched, or otherwise incorporated directly on the sign's backing plate. Box signs shall be prohibited.
      (6) *Other standards.*
         (a) No wall sign shall cover any architectural features (architectural features shall include, but not be limited to, pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.
         (b) No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure.

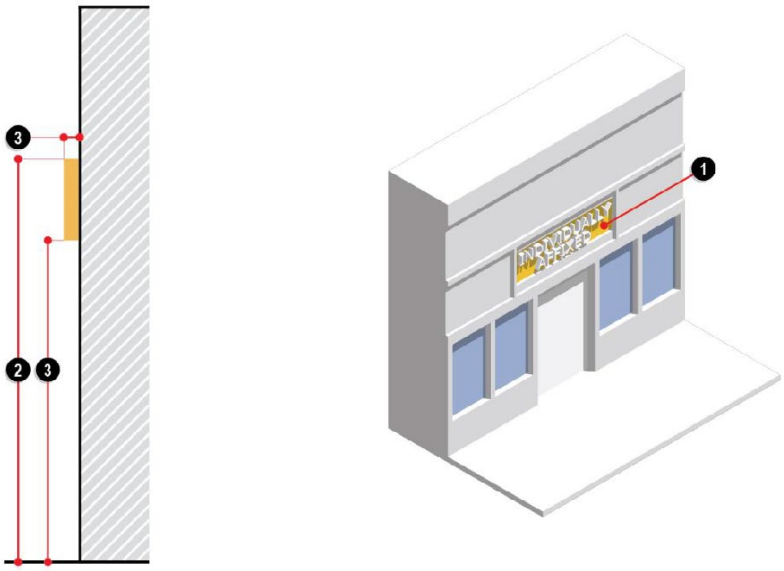


Figure 10-55 Wall Signs

b. *Awning or Canopy Signs (Figure 10-56).*
   (1) *Sign area.* The maximum sign area of an awning or canopy sign shall be 50% of the face of the awning or canopy upon which the sign shall be printed or affixed.
   (2) *Other provisions.* Awning or canopy signs shall only be permitted on awnings or canopies extending above ground floor entrances or windows.

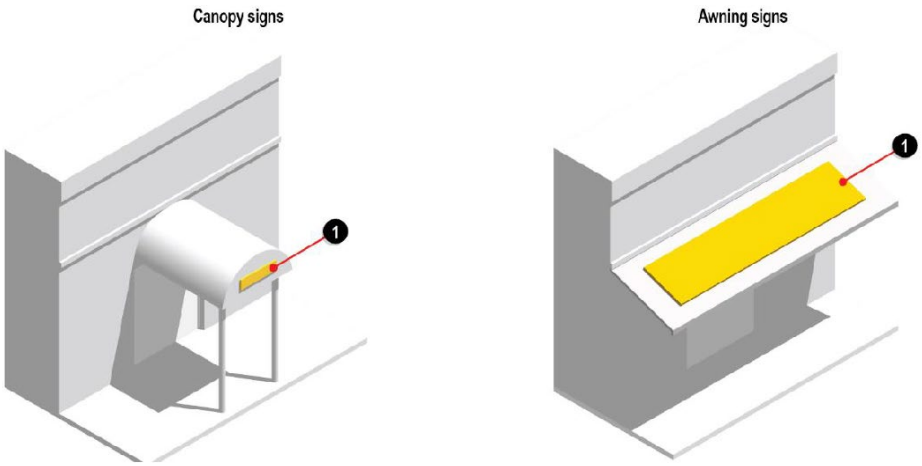


Figure 10-56 Awning or Canopy Signs

c. *Projecting Signs (Figure 10-57).*
   (1) *Sign area.* The maximum sign area of a projecting sign shall be 6 square feet.
   (2) *Height.* A projecting sign shall not extend above the roofline of the building to

which it is attached, or a maximum of 12 feet, whichever is less, and shall maintain a minimum vertical clearance of 8 feet.

(3) *Number of signs.* A maximum of one projecting sign shall be permitted per ground floor nonresidential tenant space. A projecting sign and a wall sign may be displayed on the same building frontage. A projecting sign and an awning or canopy sign shall not be displayed on the same building frontage.

(4) *Projection.* A projecting sign shall horizontally project a maximum of 4 feet from the mean elevation of the building to which it is attached.

(5) *Other provisions.*

(a) The property owner shall be required to provide a release or hold harmless to the city prior to the display of any signs located within a public right-of-way.

(b) Projecting signs shall not be illuminated.

(c) Projecting signs may encroach upon, extend, or project over a public sidewalk.

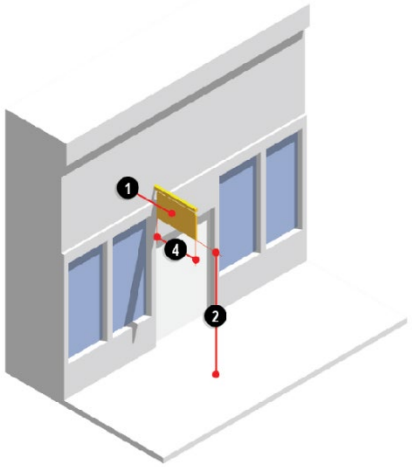


Figure 10-57 Projecting Signs

d. *Window Signs, Permanent (Figure 10-58).*

(1) *Sign area.* The maximum sign area of a permanent window sign shall be 25% of the total area of the window on which the sign shall be located. Permanent window sign area shall be counted in aggregate with wall sign area.

(2) *Other provisions.* Window signs shall be allowed on ground floor windows only.

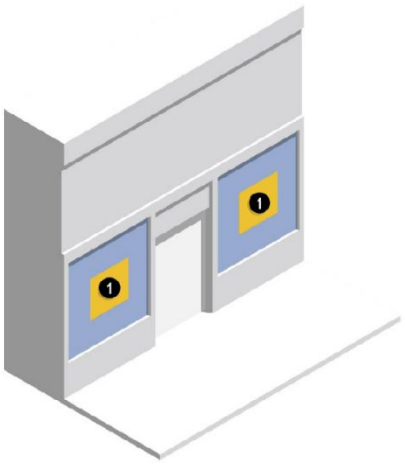


Figure 10-58 Windows Signs, Permanent

e. *On-site Traffic Directional Signs (Figure 10-59).*
   (1) *Sign area.* The maximum sign area of an on-site traffic directional sign shall be 6 square feet.
   (2) *Height.* The maximum height of an on-site traffic directional sign shall be 4 feet.
   (3) *Number of signs.* The number and placement of on-site traffic directional signs shall be as necessary to assist in the safe movement of vehicular and pedestrian traffic on a property, as approved by the ARC.
   (4) *Location.* On-site traffic directional signs shall be located a minimum of 5 feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; be placed in any sidewalk or pedestrian walkway and shall not be located in a clear vision triangle as detailed in Section 36-3.03.B.7.

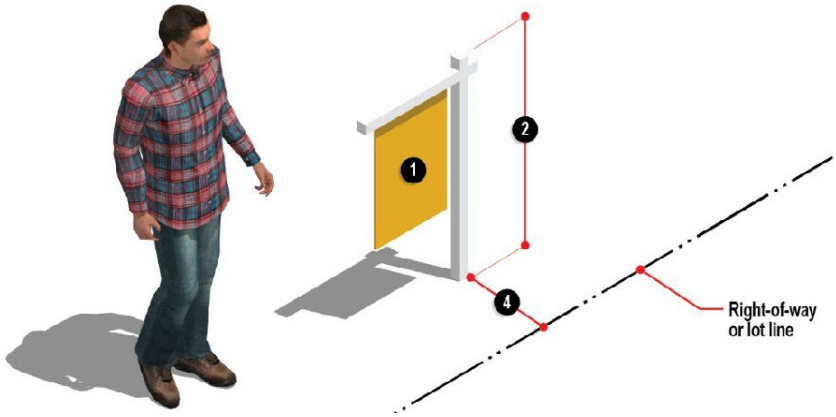


Figure 10-59 On-site Traffic Directional Signs

5. *Standards for Temporary Signs.*
   a. *Wall-mounted Banner Signs (Figure 10-60).*
      (1) *Sign area.* The maximum sign area of a wall mounted banner sign shall be two and one-half percent of the total area of the face of wall on which the sign is to be located.
      (2) *Height.* No wall mounted banner sign shall protrude above the highest roofline or

above the top of the parapet wall or mansard roof.

(3) *Number of signs.* A maximum of one wall mounted banner sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.

(4) *Location.* Wall mounted banner signs shall be affixed to a building.

(5) *Projection.* Wall mounted banner signs shall be affixed flat against the building to which they are mounted.

Figure 10-60 Wall-mounted Banner Signs

b. *Sidewalk Signs (Figure 10-61).*

(1) *Sign area.* The maximum sign area of a sidewalk sign shall be 4 square feet.

(2) *Height.* The maximum height of a sidewalk sign shall be 3 feet.

(3) *Number of signs.* A maximum of one sidewalk sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.

(4) *Location.*

(a) Sidewalk signs shall be placed in a manner that preserves a continuous sidewalk width of a minimum of 3 feet.

(b) No part of any sidewalk sign shall block points of ingress or egress.

(c) Sidewalk signs shall be placed no more than one foot from the wall of the building or unit of a building to which the sign is associated.

(d) Sidewalk signs shall be placed no less than 3 feet and no more than 6 feet from the entrance of the building or unit of a building to which the sign is associated.

(5) *Duration of display.* The display of sidewalk signs shall only be permitted during the operating hours of the use to which the sign is associated and shall be brought indoors during non-operating hours.

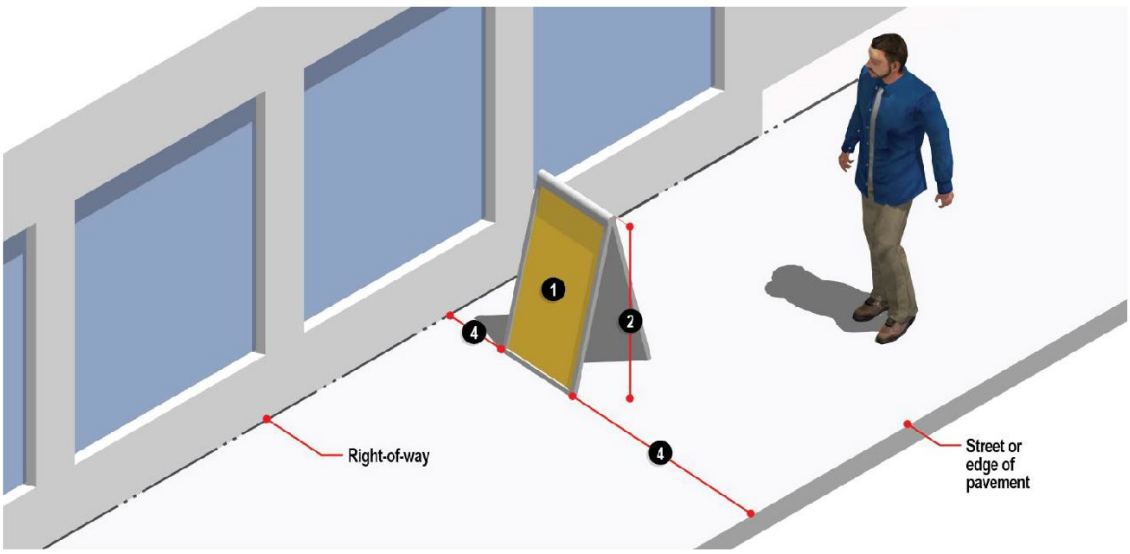


Figure 10-61 Sidewalk Signs

c. *Window Signs, Temporary (Figure 10-62).*
   (1) *Sign area.*
      (a) The maximum sign area of a temporary window sign shall be 15% of the total area of the window on which the sign shall be located if a permanent window sign is displayed on the same window.
      (b) If a permanent window sign is not displayed on the same window, the maximum sign area of a temporary window sign shall be 25% of the total area of the window on which the sign shall be located.
   (2) *Other provisions.*
      (a) Temporary window signs shall be allowed on ground floor windows only.
      (b) Temporary window signs shall not be located on transom windows.

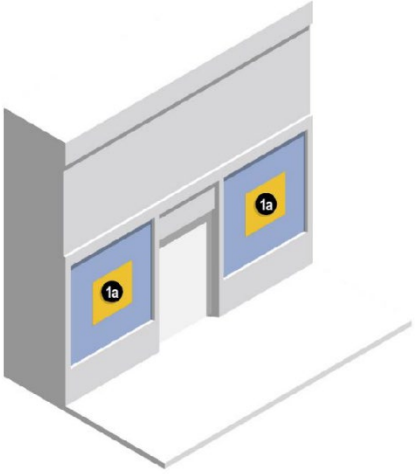


Figure 10-62 Window Signs, Temporary

d. *Yard Signs (Figure 10-63).*
   (1) *Sign area.* The maximum sign area of a yard sign shall be 3 square feet.
   (2) *Sign height.* The maximum height of a yard sign shall be 4 feet.
   (3) *Number of signs.* A maximum of two yard signs may be displayed concurrently per lot. However, in the 30 days before and two days after a local, state, or federal election, a maximum of four yard signs may be display concurrently.
   (4) *Location.* Yard signs shall be located a minimum of five feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
   (5) *Other provisions.*
      (a) Yard signs shall be securely anchored into the ground or secured in a portable base designed for such function.
      (b) Yard signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

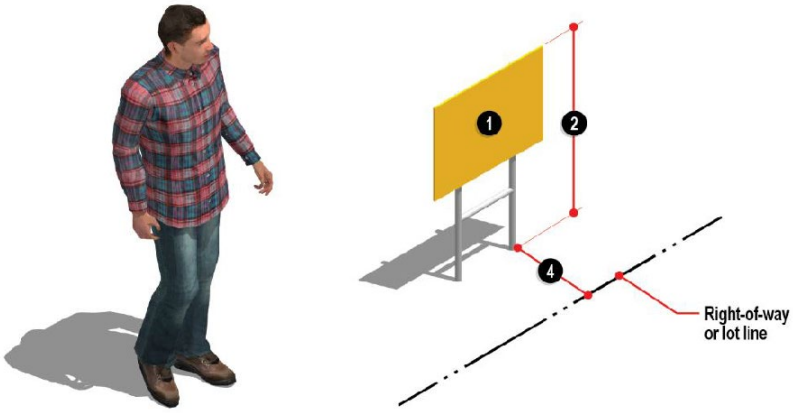


Figure 10-63 Yard Signs

e. *Post Signs (Figure 10-64).*
   (1) *Sign area.* The maximum sign area of a post sign shall be 4 square feet.
   (2) *Height.* The maximum height of a post sign shall be 6 feet.
   (3) *Number of signs.* A maximum of one post sign shall be allowed per lot frontage.
   (4) *Location.* Post signs shall be located a minimum of five feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
   (5) *Other provisions.*
      (a) Post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
      (b) Post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

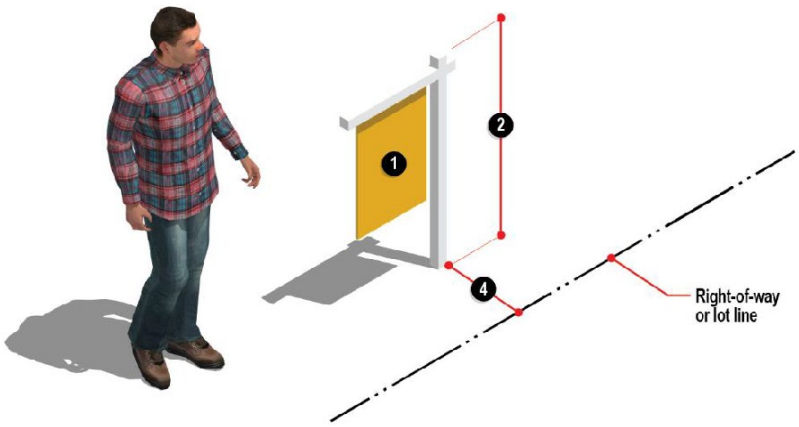


Figure 10-64 Post Signs

6. *Prohibited Signs.* Unless otherwise allowed in this division, the following signs are expressly prohibited:

   a. Electronic message boards,
   b. Outline lighting,

c. Pole/pylon signs,
d. Monument signs,
e. Roof signs,
f. Signs with flashing lights,
g. Moving, rotating, or animated signs,
h. Pennants, streamers, spinners, propellors, balloons, inflatable shapes,
i. Snipe signs,
j. Box signs,
k. Feather signs,
l. Billboards/off-premises signs,
m. Attention getting devices, and
n. Other sign types not explicitly permitted.

7. *Nonconforming Signs.*
   a. All permanent signs which are in existence at the time of passage of this division, but which do not conform to one or more provisions of this division, shall be deemed to be a legal nonconforming structure and may be continued only as provided in this section.
   b. Any sign for which a permit has been lawfully granted prior to the effective date of this or any subsequent amendment of this division and which does not comply with the provisions of such amendment may nonetheless be completed in accordance with the approved plans, provided erection of the sign is started within 90 days after the passage of the ordinance amendment, and is diligently prosecuted to completion.
   c. Whenever a nonconforming sign has been discontinued for a period of six consecutive months, or whenever there is evidence of a clear intent on the part of the owner to abandon a nonconforming sign, such sign shall not, after being discontinued or abandoned, be reestablished, and the sign thereafter shall be in conformity with the regulations of this division.
   d. Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming features of the sign.
   e. No structural alteration, enlargement or extension shall be made to a nonconforming sign, except in the following situations:
      (1) When the alteration is required by law; and/or
      (2) When the alteration will actually result in eliminating the nonconforming portion of the structure.
   f. If a nonconforming sign is damaged or destroyed by any means to the extent of 50% or more of its replacement value at that time, the sign shall not be rebuilt or used thereafter except in compliance with the provisions of this division. In the event the damage or destruction is less than 50% of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this division. In either event, restoration or repair must be started within a period of six months from the date of damage or destruction, and diligently prosecuted to completion.
   g. Existing temporary signs shall expire at the termination date specified on the permit, but in no case later than six months from the date of passage of this division. New temporary signs shall be allowed only in conformance with the provisions contained in this division.
   h. The ARC shall, after the adoption of this division, notify each owner of a nonconforming sign of the manner in which such sign is not in compliance with this division. They shall further notify each owner of a nonconforming sign that such sign must either be brought into compliance with this division or removed prior to its required abatement date.

K. **Outdoor Lighting.**

1. *Fixture Classification.* All outdoor lighting fixtures shall either have a fixture cutoff classification of "full cutoff" or be fully shielded, unless otherwise expressly permitted.

2. *LED Fixtures.* All outdoor lighting utilizing a light-emitting diode (LED) fixture shall meet the following standards:
   a. *Color Rendering.* Outdoor LED fixtures shall be rated a minimum color rendering index (CRI) value of 70 or higher.
   b. *Color Temperature.* Outdoor LED fixtures shall have a correlated color temperature between 4,000 and 5,000 degrees Kelvin.

36-10.12 Moon City Live/Work District

A. **General Provisions.** The requirements of Section 36-4.03.D of the Springfield Zoning Ordinance shall be as modified herein for development within this district. The district is intended to facilitate live/work arrangements for artists.

B. **Permitted Uses**. Live/Work Units as defined and regulated by the Building Code as adopted, and in effect, by the City of Springfield, except as modified below. The following uses are permitted in the nonresidential area of the live/work units:

1. Two- and three-dimensional artists, artisans, designers, and craft persons.

2. Music and art teachers or other tutoring services.

3. Computer programming and web design.

4. Weavers, spinners, dressmakers, seamstresses, and tailors.

5. Offices for architects, engineers, and similar design occupations.

6. Home crafts, model making, rug weaving, woodworking, ceramics (with a kiln up to 7 cubic feet), and similar activities.

7. Literary artists – writers and composers of all kinds.

8. Performing artists – musicians, actors, and traditional dancers.

C. **Conditional Uses.** No additional conditional uses are permitted.

D. **Use Limitations.**

1. Maximum floor area of the live/work unit: 3,000 square feet.

2. Maximum percentage of nonresidential floor area: 50%.

3. Maximum number of nonresidential workers or employees permitted to occupy the nonresidential area at any one time: 2 employees.

4. Certain types of equipment, not customarily found in a home, will be allowed in the home studios of the artists so that they may create and produce their work. The equipment may not pose a danger to inhabitants or the structure or disturb the peace of the home (multi-family) or neighbors. The equipment employed shall not produce offensive noise, fumes, electrical interference, excessive heat, dust, or odors that are detectable beyond the property lines. The installation, maintenance, and use of equipment must comply with all safety, building, and fire codes of the City of Springfield, Missouri.

5. All activities conducted by the uses permitted by this district shall be conducted entirely on or in the principal residential property, housing structure, or in a permitted accessory building.

Incomplete works shall be located inside of a permitted structure or in the rear yard with no front or street-side exposure. All materials shall be stored in a permitted structure or in the rear yard with no front or street-side exposure. When stored in the rear yard, materials shall be kept in an orderly manner so as not to cause an eyesore to neighbors or alley traffic.

6. *Group Classes.* Group teaching in any visual, literary, and performing art is permitted in conjunction with a home studio so long as the following requirements are met:
   a. Group classes shall only be conducted between the hours of 9:00 a.m. and 10:00 p.m.
   b. Group classes shall not disturb the peace of the neighborhood.
   c. Group classes shall not produce offensive noise, fumes, electrical interference, dust, or odors detectable beyond the property lines.
   d. Group classes shall not exceed five persons at any one time, provided all occupancy requirements are met.
   e. No more than two classes shall be conducted at any one location per week.

7. *Retail Sales.* Retail sales are permitted only as accessory to the live/work use.

E. **Design Requirements.**

1. The entrance to the nonresidential area shall be located on a façade facing a street frontage.

F. **Signage.**

1. One detached sign shall be permitted on each property.

2. Signs shall not exceed a maximum effective sign face area of 6 square feet.

3. Freestanding signs shall not exceed a height of 4 feet measured from the base of the sign.

4. Signs shall not be illuminated.

5. Signs shall not be displayed or mounted in public space or impair or impede foot or vehicular traffic.

6. Building-mounted signs may be hung from the wall of the home or porch but may not be mounted above the roof line.

G. **Parking.** No additional off-street parking is required for a live/work unit.

Article 11. Definitions

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36-11.01 Definitions

All terms used in this code shall have their plain and commonly accepted meaning, based upon the context of their use in the code. The following terms shall have the meaning given below, except where more specifically described, limited, or qualified within the standards of this code. Some may have specific definitions of terms that have a more specific or technical meaning only for that article.

Abandon. The relinquishment of a property or cessation of a use of a building or property without actions that further the transfer of rights to another person, or where a lack of transfer, continuation, or reinitiation of use has occurred for a specified period.

Abut / Adjoin. To physically touch or border upon or to share a common property line or other defined boundary.

Activity Center. A dense area with significant pedestrian and vehicle traffic area that serves as an anchor, attracting people for shopping, employment, school, recreation, and socialization.

Adaptive Reuse. The process of reusing an existing building for a purpose other than which it was originally built or designed for.

Adjacent. A lot or parcel of land that shares a common boundary line or is separated from a property by right-of-way, easements, or other public, common, or shared space serving abutting properties.

Administrative Condominium Plat. A certified survey to confirm the legal boundaries of a unit or structure on a platted lot of record that could only be determined post-construction, such as for duplexes, townhouses, or for residential or non-residential condominiums where the units and lots are individually owned, and the property is on a lot of record in common ownership.

Administrative Lot Combination. A certified survey to confirm the combination of previously platted lots or legally established tracts of record prior to March 26, 1956, into fewer lots.

Administrative Plat. A certified survey to confirm the alteration or the division of one or more platted or un-platted parcels or of legally established tracts of record prior to March 26, 1956, into no more than 5 additional lots from the parent parcel.

Administrative Plat Correction. A certified survey or other legal instrument acceptable to record that corrects a tract, parcel, or lot was legally established and corrects an error or omission from prior legal instruments that results in no observable impacts on the development pattern or potential development.

Administrative Property Line Adjustment. Only in instances of a property line dispute, a minor encroachment, or a court-ordered and certified survey to confirm the alteration of legal boundaries of previously platted lots or legally established tracts of record prior to March 26, 1956. Absent a court-ordered and certified survey, only a single lot line may be adjusted as part of an administrative property line adjustment.

Administrative Tract Certification. A certified survey or other legal instrument acceptable to record that confirms a tract or parcel as legally established in the present configuration prior to annexation into the city, under a prior code at the time of its recording, or prior to March 26, 1956.

Agriculture Lands. Land used for the production, keeping, or maintenance of plants and animals for sale, lease, or personal use. This includes but is not limited to, forages, sod crops, grains, dairy animals and products, poultry and products, livestock (such as cattle, sheep, swine, and goats) bees and apiary products, fur animals, trees, fruits, vegetables, and nursery or greenhouse products. It also encompasses lands involved in soil conservation or forestry management programs. However, it excludes feedlots, stockyards, animal slaughterhouses, and facilities related to marijuana or medical marijuana.

Airport Runway. A surface used for landing or taking off of aircraft which is shown on a duly adopted airport master plan of the City of Springfield and includes all such runways show thereon, whether existing or proposed, including extension of such runways.

Alley. A public or private way at the rear or side of the property, dedicated as a means of access to the abutting property and generally internal to a block and having less width than a street.

Alteration (Historic Structure). Any act or process that changes one or more of the exterior architectural features of a structure, including the erection, construction, reconstruction, or removal of any feature of the structure.

Alteration, Structural. Any change in a load-bearing member of a structure.

Alternative Access. An access approved by the Department of Public Works that is not a public street.

Animal, Household (pets). Any animal normally and customarily kept by domestic households for pleasure and companionship, excluding poultry, pheasants, cows, livestock, chinchillas, horses, goats, sheep, monkeys and other similar animals and fowl.

Animal, Non-domestic. Any feline (other than a domestic house cat), nonhuman primate, bear, wolf, coyote, fox, venomous reptile, or any other animals or crossbreed of such animals which have similar characteristics of the animal specified herein or are dangerous or unsafe for contact with humans.

Animation. Any action or motion other than flashing lights, automatic changeable copy, or indexing that attempts to develop a pictorial scene through the movement of lights of parts of a sign.

Annex / Annexation. To incorporate a land area into an existing district or municipality, with a resulting change in the boundaries of the annexing jurisdiction.

Archaeological Significance. Importance as an area, site, place, or landscape that has yielded or is likely to yield information concerning past patterns of human settlement, or artifacts or information concerning previous cultures in Missouri or previous periods of the present culture. Areas, sites, or landscapes of archaeological significant may include aboriginal mounds, forts, earthworks, burial grounds, historic or prehistoric ruins, locations of villages, mine excavations, tailings, or other similar locations.

Architectural Significance. Embodying the distinctive characteristics of a type, period, style, or method of construction or use of indigenous construction, or representing the work of an important builder, designer, architect, or craftsman who has contributed to the development of the community, county, state, or country.

Area Plan. A collection of plans submitted in support of a planned zoning application.

Automobile Sales. The sale, leasing, or rental of new or used vehicles.

Basement. Any level of a building where more than one-half of the vertical distance between floor and ceiling is below the grade of the site.

Bedroom. Any room intended and used principally for sleeping purposes with at least one window per International Residential Code (IRC).

Berm. A mound of earth typically located in a buffer, and in association with landscape or structural screens designed to shield or block noise, lights, views, or other impacts.

Bicycle Parking. A designated area in which bicycles are stored when not in use, including but not limited to racks, lockers, and stalls.

Block. A group of lots, tracts, or parcels bounded by platted streets, public parks, railroad rights of way, waters, and/or other barriers to the continuity of development and connectivity of the street network. See Table 3-1 for dimensions and other regulatory metrics.

Block Face. A lot or group of lots fronting on one side of a block between street intersections. Significant deviations in the pattern of a block or the continuity of a streetscape can also determine the block face.

Brownfield. An urban site for potential development having had previous development on it. May be affected by real or perceived environment contamination. An area with abandoned, idle, or under-used industrial and commercial facilities where expansion, redevelopment, or reuse is complicated by real or perceived environmental contamination.

Buffer. An area of a site used to promote separation and enhance compatibility between different development intensities, and using space, landscape, or the arrangement of buildings and structures, or any combination of these to create separation.

Building. Any structure having a roof supported by columns or walls on a fixed foundation or pad for the housing or enclosure of persons, animals or chattels.

Buildable Area. The area of a lot remaining after the minimum yard and open space requirements of the zoning ordinance have been met.

Building, Accessory. A building that is subordinate, incidental, and on the same lot as a principal building.

Building Codes. The building code of the City of Springfield, Missouri, together with the electrical code, plumbing code, fire code, and any related code(s) adopted by the Springfield City Council, and any regulations adopted in conformance with these codes.

Building, Detached. A building that does not have any party wall in common with another building.

Building Envelope. The three-dimensional space within which a structure is permitted to be built on a lot, which is defined by the maximum height regulations, yard setbacks, and any applicable bulk plane standard. When referencing the massing of a building, the building envelope shall be the actual and constructed three-dimensional space the building occupies.

Building Floor Area, Gross Leasable. In multitenant buildings, the total building floor area excluding non- leasable areas such as hallways, lobbies, malls, and restrooms.

Building Floor Area, Net Usable. For office, government, institutional and commercial uses, the total building floor area used for or intended to be used for a service to the public, including areas

occupied by fixtures and equipment used for display or sale of merchandise, for show windows, or for offices incidental to the management or maintenance of stores or buildings. Floors or parts of floors used principally for restrooms or for utilities or for fitting rooms, dressing and alteration rooms, halls, storage rooms, file rooms, stairways, elevators shall be excluded.

Building Footprint (or Coverage). The horizontal area or portion of a lot which is occupied or covered by a building and defined by the ground level foundation elements of exterior walls. Building coverage may be expressed as a percentage of the lot for defining outer regulatory limits or square-footage when describing actual building footprints.

Building Materials. The physical characteristics which create the aesthetic and structural appearance of the resource, including a consideration of the texture and style of the components and their combinations, such as brick, stone, shingle, wood, concrete, or stucco.

Building, Principal. The main building on the lot, typically in terms of size and priority, in which the principal use of the property is conducted.

Building Types (Residential). Residential building types are further distinguished by lot and building development standards unique to each type, which affect the scale and form of residential buildings. The types are specifically:

(a) *Detached House*. A residential building designed for one principal dwelling unit situated on a single lot in a neighborhood setting. It may accommodate accessory buildings or an accessory dwelling unit subject to meeting additional criteria, lot standards, and building design standards.

Variants of this type are based primarily on the lot size required in different zoning districts or development contexts.

(b) *Duplex / Multi-unit House.* A residential building designed to accommodate two to four primary dwelling units on a single lot in a neighborhood setting. This building type has the scale, massing, and appearance of a detached house, and the accommodations for multiple units such as entrances, parking, or garages are minimized in the design of the building. Configuration of units may vary (up/down, front/back, side/side), and these variations typically prevent platting of individual units and lots (see *Townhouse*).

Variants of this type include and are commonly referred to as duplex, tri-plex, or quad-plex.

(c) *Townhouse.* A residential building type designed to accommodate 3 or more dwelling units, in a neighborhood or mixed-density setting. Each unit is separated by a common side wall with a side-by-side configuration, and each has its own private entrance. It is distinguished from a multi- unit house in that each unit may be platted on its own lot and may appear as distinct and separate units through entrances, facade designs, and other building form elements.

Variants of this type are based primarily on lot size and unit configurations.

(d) *Apartment.* A residential building designed to accommodate multiple units in a single building, in a mixed-density, high-density, or mixed-use setting. In some settings, buildings can accommodate accessory or ground floor non-residential uses.

Variants of this building type include small-, medium-, and large-scale buildings, dependent on the lot size, building footprint, height, and number of units. Multiple apartment buildings may be arranged into a larger apartment complex or project in some settings.

(e) *Apartment Complex.* Two or more apartment buildings located on a single lot and sharing a frontage outside a conventional block structure. This is a distinct development pattern that is suburban in nature and is not subject to the small-, medium-, or large-block structure format.

Bulk Plane. A theoretical plane beginning at a lot line, or other location specified in this chapter, and rising over a slope determined by a specific angle measured up from the starting point, and above

which no building shall extend.

Capital Improvement. Permanent improvement of a public asset to extend, enhance, or otherwise improve the longevity or useful life for the public good.

Caregiver. An individual who provides direct support or assistance to individuals within a facility that may reside at the facility.

Certificate of Appropriateness. The official document issued by the Landmarks Board or the PD Director approving any application for permission to construct, erect, demolish, relocate, reconstruct, restore, or alter any structure designated by the authority of this zoning code.

Certificate of Economic Hardship. A certificate issued by the Landmarks Board authorizing an alteration, construction, removal, or demolition even though a certificate of appropriateness has previously been denied or may be denied.

Change of Use. A use that substantially differs from the previous use of a building or land and which may affect such things as parking, drainage, circulation, landscaping, building configuration, noise, or lighting. A change of ownership which does not include any of the factors listed above shall not be considered a change of use.

Charter City. A city that is incorporated under its own charter rather than the general laws of the state. Charter cities have broader powers than do general law cities in matters that are “municipal affairs” (as opposed to matters of “statewide concern”).

Civic / Institutional Buildings. Buildings designed for a public or semi-public use but not limited to schools, hospitals, or educational institutions.

Clubhouse. A structure accessory to a public or private noncommercial recreation area or facility and providing services to the patrons of the area or facility.

Cluster. A development design technique that concentrates buildings on smaller, and sometimes individual lots in specific areas on a site to provide more remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features.

Commercial. Relating to the sale of goods or services.

Compensation. The receiving of goods, services, or money in exchange for or as a result of a service performed.

Complete Streets. Streets designed to accommodate all modes of travel and enable safe access for all users: pedestrians, bicyclists, motorists and bus riders of all ages and abilities.

Comprehensive Plan. The official Springfield Comprehensive Plan, adopted pursuant to Section 11.6 of the Springfield City Charter, including any official amendments or replacements of that plan.

Concept Plan. A preliminary plan, diagram, or sketch used during the early stages of development that outlines the general layout and intended use of a site.

Conditional Use. A user permitted in a particular zoning district only upon showing that such use in a specific location will comply with all the conditions and standards for the location or operation of such use as a specified in this chapter and authorized by the Planning and Zoning Commission.

Conditional Use Permit (CUP). A permit that provides flexibility for different uses within a zoning district and allows the potential for additional uses subject to specific conditions.

Condominium. A form of real property ownership, where individual units are designated for separate ownership and the remainder is designated for common ownership vested solely in the unit.

Construction. The act of building an addition on to an existing structure or the erection of a new principal or accessory structure on a lot or property.

Courtyard Pattern. Residential buildings that front on a shared open space.

Corner Orientation. A structure on a corner lot that fronts two or more intersecting public streets, with the front setback and frontage design applying on both street sides. The two remaining lot lines are treated as side lot lines with no rear lot line.

Cul-de-sac. A short street having one end open to traffic and terminating at the other end by a vehicular turnaround.

Current Replacement Value. The total estimated cost in current dollar value to replace an existing structure or property with one of equal functionality, size, and utility, taking into account the cost of materials, labor, and modern building codes and disregarding original purchase price, depreciation, and current physical condition. The following are acceptable methods of calculation:

(a) *The sale of the structure or property within the previous year*;
(b) *An appraisal within the last two (2) years*;
(c) *The amount for which the structure or property was insured prior to the date of damage or destruction*; or
(d) *An alternative method determined acceptable by the City*.

Cutoff. The point at which all light rays emitted by a lamp, light source, or luminaire are completely eliminated (cutoff) at a specific angle above the ground.

Degenerated Beyond Feasible Limits for Rehabilitation. When the conditions of the structure are such that the economics or restoration preclude the landowner from making any reasonable economic use of the property if restored, or the restoration is infeasible from a technical or mechanical standpoint.

Demolition (Historic Structure). Any act or process which destroys in part or in while any building or structure, or any act or process which threatens to destroy a historic site or historic landmark or a structure within a historic district by failure to maintain it in a condition of good repair and maintenance.

Density. The amount of development per acre permitted on a parcel under the applicable zoning.

Detail. Architectural aspects which, due to particular treatment, draw attention to certain parts or features of a structure.

Development. The activity of initiating a change of landscape, buildings, access, use, or operation on a property through activities such as grading, paving, excavating, construction, erection, repair, or rehabilitation of existing physical elements of property.

Development Pattern. The physical layout of blocks, streets, open spaces, lots and uses where common attributes or associated elements define distinct areas of the community by the scale, intensity, or other physical barriers or transitions.

Director. The department director of Planning and Development, unless otherwise stated, or their

designee of the City of Springfield, Missouri.

Drive-through, Accessory. An accessory site design and building design component of any business or commercial use in which the provision of services or the sale of food or merchandise is made to the customer in a motor vehicle without the need for the customer to exit the motor vehicle.

Driveway, Shared. A driveway which provides access to a street for more than one parcel of land.

Driveway Spacing. The distance from the center of a driveway to the center of an adjacent driveway on either side of the street/roadway.

Driveway Safety Study. An engineering evaluation focused on evaluating the design and placement of access points, such as driveways, intersections, or entrances, to ensure safe and efficient connectivity to public roadways.

Dwelling. Any building or portion of a building that is used as the residence of one or more households, but not including visitor accommodations, clubs, hospitals, tents, or similar uses providing transient or temporary accommodation.

Dwelling Unit. One or more rooms and a single kitchen and at least one bathroom, designed, occupied, or intended for occupancy as separate quarters for the exclusive use of a single household, for residential occupancy (i.e., sleeping, living, cooking, and sanitary purposes).

Dwelling Unit, Micro-efficiency multifamily. A dwelling unit with a total floor area of 400 square feet or less.

Dwelling, Accessory. The use of a building or portion of a building for a dwelling unit that is subordinate, incidental, and on the same lot as a principal dwelling unit.

Dwelling, Principal. The building used as a dwelling unit, or group of units, that is the primary use on the lot in terms of location, size, and/or priority of the building.

Easement. A grant of one or more of the property rights by the property owner for use by the public, a corporation or another person or entity.

Economic and Housing Access Calamity. A declared period of crisis where severe economic and housing disruptions disproportionately affect residents within the city. During such calamity individuals, agencies, or churches meeting building, safety, and health codes may establish temporary facilities to provide food and lodging to those who are without permanent housing. These facilities are not considered “shelters” and are exempt from the general building, zoning, health, and fire codes herein.

Economic and Housing Access Calamity Shelter. A shelter available during a declared economic and housing access calamity and operating under a certificate of occupancy which provides only lodging, or lodging and meals, but does not provide other services.

Economic Hardship. When the landowner cannot economically utilize the property, and it is impractical to sell or lease it, or no market exists for it at a reasonable price.

Encroachment. Any architectural feature, structure or structural element that breaks the plan of a vertical or horizontal regulatory limit extending into a setback, or beyond the build-to-line into the public frontage, or above the height limit.

Erect. This term shall mean attach, alter, build, construct, reconstruct, enlarge or move.

Flag. A type of sign on a piece of fabric, or similar material containing distinctive colors, patterns, or designs, typically attached on one edge to a staff or cord.

Floor Area. The area of the floors of a structure, as measured by the exterior faces of the walls, except any areas where the floor to ceiling height is under 6 feet or where other specific exclusions from this area included in the standards.

Footcandle. A unit of illumination produced on a surface, all points of which are one foot from a uniform point source of one candle.

Front Building Line. The actual location of where the forward most portion of a building is established, and a line extended from that location parallel to the front of a lot. When expressed as a permitted range, the front building line is interpreted as the area within which a building shall be located.

Front Building Line, Required. The portion of the lot frontage (usually expressed as a percentage) required to be occupied by the front facade of the principal structure, or other specifically permitted substitutes that help define the relationship of the building frontage to the streetscape.

Frontage, Building or Lot. The area of the lot between the front building line and the front lot line. Frontage includes the design details and spatial elements of the lot and building that determine the relationship between the public and private realm.

General Public. Any and all individuals without any prior qualifications.

Glare. The effect produced by brightness sufficient to cause loss in visual performance or visibility.

Green Infrastructure. Measures that use plant or soil systems, permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspirate stormwater and reduce flows to sewer systems or surface waters.

Greenway. Linear open spaces that link parks and neighborhoods within the community, such as paths or trails. Greenways provide public access to green spaces and opportunities for residents of all ages and abilities to be physically active.

Gross Floor Area. The total floor area of a building inclusive of all enclosed spaces.

Gross Leasable Area (GLA). The area of a building that can be leased to tenants, including storage areas and common areas apportioned to the number of tenants sharing the area. Gross leasable area shall be measured in the same manner of floor area, but is apportioned to specific uses or tenants in the building.

Ground Cover. Grasses or other plants, excluding weeds or noxious plants, that typically do not exceed 7 inches in height and are grown to keep soil from being blown or washed away.

Hazard. A source of danger to persons or damage to property.

Hazardous Substance. Any material or waste which poses a present or potential danger to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed; and any material which is hazardous within the meaning of any federal, state, or local law, regulation, or ordinance, including:

1. The federal Resource Conservation and Recovery Act, as amended, 42 USC 6901, et seq.;
2. Substances regulated under the federal Toxic Substances Control Act, as amended, 15 USC 2601, et seq.;

3. Substances described or regulated as hazardous or toxic under Missouri state statutes or regulations; or
4. Substances described or regulated as hazardous or toxic under the ordinances or regulations of the City of Springfield.

Height. The vertical distance of a building or structure measured from the average established grade at the street lot line or from the average natural ground level, if higher; to the highest point of the roof's surface if a flat surface; to the deck line of mansard roofs; and to the mean height level between eaves and ridge for hip or gable roofs; or to the highest point of all other structures. In measuring the height of a building, the following structures shall be excluded: chimneys; cooling towers; telecommunication towers; ornamental cupolas, domes, or spires; elevator bulkheads; penthouse tanks; water towers; and parapet walls not exceeding 4 feet in height.

Historic Design Guideline. A standard of appropriate activity that will preserve the historic architectural character of a structure or area.

Historic District. An area designated as a historic district by ordinance of the City Council, pursuant to procedures in this section, and which is a geographically definable area possessing a significant concentration, linkage, or continuity of sites or structures united by past events, plan, or physical development. A district may comprise individual elements separated geographically but linked by association, plan, design, or history.

Historic Landmark. A property or structure designated as a historic landmark by ordinance of the City Council, pursuant to procedures in this section, which is worthy of rehabilitation, restoration, and preservation because of its historic or architectural significance to the city. Historic landmark status will be reserved for those properties displaying exemplary historic or architectural significance.

Historic Preservation. The preservation of historically significant structures and neighborhoods to facilitate restoration and rehabilitation of the building(s) to a former condition.

Historic Significance. Character, interest, or value as part of the development, heritage, or culture of the community, county, state, or country; as the location of an important local, county, state, or national event; or through identification with a person or persons who made important contributions to the development of the community, county, state, or country.

Historic Site. A property or structure designated as a historic site by resolution City Council, pursuant to procedures in this section, which is worthy of rehabilitation, restoration, and preservation because of its historic or architectural significance to the city but which is of insufficient significance to merit historic landmark status.

Home Occupation. A business conducted by a resident accessory to a dwelling and subject to other standards and procedures of this chapter.

Household. The following arrangements constitute a household:
(a) One or more persons related by blood, marriage, adoption, or guardianship living as a single housekeeping unit, in any district.
(b) Three or less unrelated persons or two unrelated persons, plus their biological, adopted or foster children, or other minors for whom they have legally established custodial responsibility, living as a single housekeeping unit, in any district.
(c) Four persons or less living as a single housekeeping unit in the R-MX1, R-MX2, R-MX3 districts and nonresidential districts which permit multifamily dwellings provided the off-street parking requirements of this chapter are met, otherwise three persons or less are permitted.

Illuminated Sign. A sign lighted by or exposed by artificial light.

Impervious Material or Surface. Any part of a lot that is covered by buildings, structures, parking

areas, driveways. or any other surface that have been compacted or covered with a layer of materials so that it is highly resistant to infiltration by water such as compacted sand, limerock, or clay; asphalt, concrete, or compacted aggregate walkways, drives, and patios; and other similar structures.

Infill Development. Development that takes place on vacant or underutilized parcels within an area that is already developed and has access to existing urban services.

Infrastructure. The built or natural facilities and features, generally publicly funded, that are required to serve a community's development and operational needs. Infrastructure includes but is not limited to roads, utilities, and trees.

Intensity. The degree to which land uses generate traffic, noise, air pollution, and other potential impacts.

Interior Landmark. Any part of an interior designated as an interior landmark by ordinance of the City Council, pursuant to procedures in this zoning code, which is worthy of rehabilitation, restoration, and preservation because of its historic or architectural significance to the city and which remains substantially intact in terms of (1) original configuration, (2) original volume, or (3) original architectural ornamentation and decoration; and which exhibits surviving original historical finishes or has the potential for research which could aid in the accurate restoration of such finishes. Interior landmark status will be reserved for those interiors displaying exemplary historic or architectural significance which are customarily open or accessible to the public, or to which the public is customarily invited (not including interiors utilized as places of religious worship). Each designation of an interior landmark shall specify in some detail which interior features are to be protected and shall be accompanied by a file of photographs which permanently document such features.

Internal Access Lanes. A private way internal to a large development intended to organize parcels, tracts, and lots similar to the surrounding block structure and development patterns; provide efficient access for all applicable modes of transportation; and create public space and frontages similar to the street design types and streetscapes of public streets.

Landscaped Area. A verdant outdoor space that has been designed and maintained to enhance or preserve its aesthetic appeal or function.

Landscape Materials. Lawn, trees, plants, and other natural and decorative features. In addition, it can include non-living materials such as mulch, brick, concrete, stone, cobbles, wood blocks, gravel, and sand.

Land Use. The occupation or use of land or water area for any human activity or any purpose.

Legacy District. A previously established regulatory district whose specific provisions will continue to be enforced.

Loading Space. An off-street space or berth on the same lot with a building or contiguous to a group of buildings, for the temporary parking of a commercial vehicle while loading or unloading merchandise or materials.

Lot. A parcel of land, established for individual and separate ownership by a subdivision plat or Tract Certification (see Outlot and Tract).

Lot Area. The area bounded by the front, rear, and side lot lines or, when expressed as a range, it shall be interpreted as a minimum and a maximum.

Lot Coverage. The percentage of total lot area which would be covered by a building, structure, or impervious surface.

Lot, Interior. A lot bounded by other lots on at least two sides and typically has frontage on only

one public street.

Lot Depth. The horizontal distance between the front and rear lot lines measured along the median between the two side lot lines.

Lot Line. A line dividing one lot from another lot or tract, or from a street or alley.

Lot Line, Front. The property line dividing a lot from a street or public or common space on which the building and lot orients. On a corner lot, generally the shorter street frontage shall be considered as a front lot line, except as noted on an approved plat.

Lot Line, Interior Side. A side lot line which is adjacent to a side lot line of another lot.

Lot Line, Rear. The line opposite the front lot line. Where the side lot lines meet in a point, the rear lot line shall be assumed to be a line not less than 10 feet long, lying within the lot and parallel to the front lot line.

Lot Line, Side. Any lot lines other than the front or rear lot line.

Lot Line, Street Side. A side lot line which separates the lot from a street.

Lot Line, Zero. The location of a building on a lot in such a manner that one or more of the building's sides rests directly on a lot line.

Lot, Reverse Frontage. A through lot that is not accessible from one of the parallel or nonintersecting streets upon which it fronts.

Lot, Reverse Corner. A corner lot having its side lot line substantially a continuation of the front lot line of the first lot to its rear.

Lot, Through. A lot, other than a corner lot, having frontage on more than one street.

Lot Width. The horizontal distance between the side lot lines, typically measured at the front lot line, but for irregular lots it may be measured at the front setback line.

Lot of Record. A tract of land that has been platted or certified as legally established according to this chapter (see Tract of Record).

Manufactured Home. A factory-built structure which bears the seal of the State of Missouri public service commission, U.S. Department of Housing and Urban Development, or its agent, and which, in the traveling mode, is 8 body feet or more in width or 40 body feet or more in length, or, when erected on- site, contains 320 or more square feet, equipped with the necessary service connections and made so as to be readily movable as a unit on its own running gear and designed to be used as a dwelling unit with or without a permanent foundation. Manufactured home as defined is a specific structure type, distinct from the various construction methods which may be used to site, transport, or erect any other residential building type meeting the standards of this chapter.

Manufactured Housing Development. See Small-format Housing Community in Section 36-5.05.D.

Mixed-use Building Type. A multi-story building which accommodates nonresidential and residential uses.

Mix of Uses. The use of real property for more than one type of use.

Mobile Home. A transportable, factory-built structure, designed to be used as a year-round residential dwelling and built prior to the enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974, which became effective June 16, 1976.

Mobile Vendor. A food or vendor service operation that operates from a motorized vehicle, typically on an approved vendor site.

Modular Home. A transportable, factory-built structure, which bears the seal of the State of Missouri public service commission or is built to the building code as adopted by the City of Springfield and which does not have its own running gear and is designed to be used as a dwelling unit with a permanent foundation.

Motor-Vehicle Oriented Business. Any commercial business which, by design, type of operation, or nature of business, has as one of its functions, the provision of services to a number of motor vehicles or its occupants in a short time span, or the provision of services to the occupants of motor vehicles while they remain in a vehicle. Businesses included in this category shall have one or more of the following facilities: One or more pump islands for retail sale of gasoline; or one or more drive-through lanes/service windows for distribution of products or other transactions; or an automated car wash facility.

Multimodal. Refers to various modes of transportation (walking, bicycling, bus transit, rail transit, e-scooters and micromobility devices, shared mobility services, personal automobile, etc.) and emphasizes the importance of providing transportation choices beyond single-occupant vehicles.

Nativar Plant. A cultivated variety (cultivar) of a native plant that has been selectively bred for specific traits such as a color, size, disease resistance, or grow habit. Preference is given to open-pollinated or seed-grown varieties over highly modified cultivars shall count toward native planting requirements.

Native Plant. A plant species that occurs naturally in specific region, ecosystem, or habitat without human introduction. Native plants have evolved alongside local climate, soils, wildlife, and pollinators. A plant is considered native if it is indigenous to Missouri as documented by the Missouri Department of Conservation and Grow Native.

Natural Area. Aquatic or terrestrial habitats or areas which exist in their natural condition, and which have not been significantly altered by human activity or which have been restored to as close to their natural condition if disturbed previously by human activity.

Natural Feature. Features which give an area its general appearance and ecological character and which attract or support the wildlife species that use or inhabit the area.

Noise Level Reduction (NLR). The reduction of outside noise transmitted inside a structure achieved through the incorporation of noise attenuation into the design and construction of the structure.

Nonconforming, Lot. A lot that was legally platted before the adoption or amendment of current zoning regulations but does not meet the current requirements.

Nonconforming, Sign. A sign that was installed but does not conform to current regulations.

Nonconforming, Site Condition. A site feature such as parking, landscaping, open space, or other non-building characteristic associated with a conforming use or structure, that existed before the adoption of current regulations but does not comply with the current standards.

Nonconforming, Structure. A legally constructed building or structure, that existed before the adoption or

amendment of current zoning regulations but does not comply with the current zoning requirements.

Nonconforming, Use. A use of land, structure, or building that was lawfully established prior to the adoption or amendment of the zoning regulations but does not comply with the current zoning requirements.

Open Space, Common. A common area permanently set aside for the common use and enjoyment of residents or occupants of a development or members of a homeowners' association, which open area may be landscaped or left with natural vegetation cover and which may include swimming pools and other recreational leisure facilities; areas of scenic or natural beauty and habitat areas; hiking, riding, or off-street bicycle trails; and landscape areas adjacent to roads which are in excess of minimum required right-of-way.

Open Space, Private or On-lot. An outdoor area not intended for habitation, directly adjoining a dwelling unit or building, which is intended for the private enjoyment of the residents or occupants of the dwelling unit or building and which is defined in such a manner that its boundaries are evident. Private or on-lot open space may include yards and other landscape areas, decks, balconies, or patios.

Open Space, Usable. That portion of a lot, site, project, or neighborhood, whether public, common, or private available to all occupants of the building or site for environmental, scenic, or recreational purposes. Specific types of useable open space are defined in this chapter and shall not include driveways, parking lots, or other surfaces designed or intended for vehicular travel, or areas designed specifically for screening and mitigating impacts of development, unless they can be integrated with and contribute to one of the usable open space types.

Outlot. A parcel or parcels of land designated on a plat and intended for development at some point in the future, but which may be initially created under single ownership through a subdivision process. (*See* Lot and Tract)

Overlay District. A zoning district classification which encompasses a defined geographic area and imposes additional requirements above that required by the underlying zoning. Overlay districts may be combining, where they join property included in two or more adjoining districts based on common attributes or policies; or overlay district may be separating, where they distinguish property in a single district based on a specific attribute or context that requires different regulations.

Owner of Record. The person, corporation, trustee, or other legal entity listed as owner of a lot in the records of the county recorder of deeds.

Park Model Recreational Vehicle (PMRV). Also known as a "recreational park trailer", is a dwelling unit that has a floor area of 400 square feet or less and meets the American National Standards Institute (ANSI) recreational standard A119.5 park model recreational vehicle standard. For purposes of this definition, a park model recreational vehicle shall not be considered a recreational vehicle.

Party (Common) Wall. A common or shared structural separation which may be centered on one building lot or between abutting dwelling, business, or industrial units or buildings on either side of a lot line.

Peak Hour Trips. Total number of trip ends generated by a site during the hour when the adjacent street carries the maximum number of trips or during the hour when the site generates the maximum number of trip ends.

Perennial. A plant that regrows from the same root stock year after year.

Permitted Use. An authorized use within a zoning district.

Person. Any individual, corporation, association, firm, partnership, institution, or other legal entity, singular or plural.

Pick-up Window. A building feature or element typically accessory to a commercial establishment designed solely for the distribution of goods to the customer.

Plat, Administrative. A certified survey to confirm the alteration or the division of legally established tracts of record prior to March 26, 1956, or previously un-platted lots, not to exceed the creation of five additional lots.

Plat, Administrative Condominium. A certified survey to confirm the legal boundaries of a unit or structure on a platted lot of record that could only be determined post-construction, such as for duplexes, townhouses, or for residential or non-residential condominiums where the units and lots are individually owned, and the property is on a lot of record in common ownership.

Plat, Administrative Correction. A certified survey or other legal instrument acceptable to record that corrects a tract, parcel, or lot was legally established and corrects an error or omission from prior legal instruments that results in no observable impacts on the development pattern or potential development.

Plat, Final. A legally binding map, document or survey that applies to all or specific portions of the preliminary plat area, in accordance with an approved phasing plan from the preliminary plat.

Plat, Preliminary. Provides detailed planning review of development patterns, street networks and design types, block and lot layout, and the ability to meet public facility and utility requirements for future development, prior to preparation of detailed construction and engineering plans.

Placetypes. A combination of interconnected and supporting land uses that create a place, neighborhood, or district. Placetypes provide a general vision for each area of the city that focus on how a mix of uses and properties function collectively, rather than individually to establish an identifiable and memorable place.

Pocket Neighborhood. A set of residences that are clustered around a shared open space such as a courtyard, greenway, or park. A pocket neighborhood can include single-family residences, both detached and attached, and similar apartment buildings.

Practical. Under the circumstances, all reasonable efforts have been undertaken to comply with the purpose, intent, design objective, or requirements of the standards in this chapter, and where physical, technical, or cost constraints could outweigh the potential benefits to the public of full compliance and would unreasonably burden the proposed project and other reasonable alternatives. Economic considerations may be a factor, but shall not be the sole or determining factor.

Premises. A premises is any land consisting of one or more lots or tracts under single or multiple ownership, and operating as a functional unit. When developed, a premises shall also possess one or more of the following criteria:

(a) Shared parking;
(b) Common management;
(c) Common identification;
(d) Common access; or
(e) Shared circulation.

Preservation. The act or process of sustaining the form and extent of a structure or site element

including but not limited to tree, other natural features, architecturally significant features, etc., as it now exists.

Private Street. A street that is privately owned and maintained, constructed to all applicable City standards and specifications, and provides the primary means of vehicular ingress and agree from a public street to any dwelling unit, lot, parcel or principal building.

Protection. The act or process of applying measures designed to affect the physical condition of a property by defending or guarding it from deterioration, loss, or vandalism, or to cover or shield the property from danger. In the case of structures, such treatment is generally temporary and anticipates future treatment; in the case of archaeological sites, the measure may be temporary or permanent.

Public. Maintained for or used by the people of the City of Springfield on a noncommercial basis.

Recreational Vehicle. A motorized or towable vehicle that is designed to provide temporary living quarters for recreational, camping or travel use and of such size or weight as not to require special highway movement permits when drawn by a motorized vehicle. Such units are commonly described as RVs, travel trailers, campers, motor homes, tiny homes on wheels, or other similar units.

Reconstruction. The act or process of reproducing by new construction the exact form and detail of any part of a vanished structure as it appeared at a specific point in time.

Rehabilitation. The act or process of returning a property or structure to a state of utility, through repair or alteration, which makes possible a contemporary use, while preserving those portions or features of the property that are significant historically, architecturally, or culturally.

Rehabilitation Impracticable. Infeasibility of rehabilitation not only because of physical condition but also inability to turn the property or structure to use or account profitably.

Relocation. Any movement of a structure, object, or artifact on its site or to another site.

Residence. A home or place where an individual is actually living at a specific point in time.

Restoration. The act or process of accurately recovering the form and details of a structure or property as it appeared at a particular point in time by removing later work or replacing missing original work.

Rezoning. The process by which the zoning district of a property is changed.

Right-of-way. See Chapter 98.

Rural Parcels. Tracts divided into lots of at least three acres for rural, agricultural, or very low-intensity development.

Screening. A method of reducing the impact of visual or noise intrusions through the use of plant materials, earthen berms, solid fences, or walls, or any combination thereof.

Setback. The required minimum horizontal distance between the lot line and the nearest front, side, or rear line of a building or structure, and where expressed as a range it shall function as a “build-to line”, within which range a building or structure shall be established.

Short-term Rental. The rental of an entire dwelling, or any portion thereof, for a period of less than 30 consecutive days, where the owner is engaged in a contract for the rental of that specific dwelling, or any portion thereof. Short-term rentals are further categorized as Type 1, 2, or 3 and subject to the conditions set forth in this Code.

Shrub. A self-supporting woody perennial plant of low or medium height characterized by multiple stems and branches continuous from the base, usually not more than 10 feet in height at maturity.

Sidewalk. A paved, surfaced, or leveled area, parallel to and usually separated from the street, used as a pedestrian path, or which otherwise provides pedestrian circulation and access to destinations and principal building entrances within a site.

Sign. Any advertisement, announcement, or direction of communication produced in whole or in part by the construction, erection, affixing, or placing of a structure, or produced by painting on, or pasting or placing any printed, lettered, pictured, figured, or colored materials on any building, structure, or surface.

Sign, Abandoned. A sign which advertises or identifies an out-of-business, moved, or non-existing business, service, or other use of premises.

Sign, Building. A sign incorporated in, painted on, attached to or erected against the facade of a building.

Sign, Copy. The letters, figures, characters, representation, pictures or wording on a sign, including any identification, description, symbol, trademark, object, design, logo, illustration, or device illuminated or non-illuminated which directs attention to a product, service, place, activity, person, institution, business, or solicitation, including any permanently installed or situated merchandise; or, any emblem or painting designed to advertise, communicate, identify, or convey information.

Sign, Electronic Message Display (EMD). A sign that utilizes computer-generated messages or some other electronic means of changing copy. These signs include displays using incandescent lamps, LEDs, LCDs, or a flipper matrix.

Sign, Ground. A sign which is supported by its own structure not affixed to a building.

Sign, Incidental. A small permanent sign that supports the function or operation of the property.

Sign, Monument. A sign supported by or mounted directly upon the ground by a base that is integral to the entire sign structure and incorporated into the sign.

Sign, Off-premises. A permanent sign advertising goods and services not located on the premises where the sign is located, or otherwise expressing a message unrelated to the location or property. Most off- premises signs require an Outdoor Advertising Permit from the Missouri Department of Transportation.

Sign, Pedestrian. A sign that is not permanently affixed to a building, structure, or into the ground, but which has a durable design and stable support to allow placement of the sign on an interim or more permanent basis than temporary signs.

Sign, Temporary. A sign which is not intended as a permanent sign and which is easily relocated or removed.

Sign, Window. A sign painted on, mounted to, or applied to a window.

Significant Exterior Architectural Feature. Those features which are important to or expressive of the architectural quality and integrity of the structure and its setting and which include, but are not limited to, building material, detail, proportion, rhythm, scale, setting, shape, and workmanship.

Split Zoned. A lot that is divided into two or more zoning districts.

Storage Container. A container, including what is sometimes referred to as storage "pods" or

"portable on demand storage units"; any box van that has been disconnected from a chassis; or other similar intermodal-type shipping/cargo containers that are:
(a) Designed and commonly used for storing, shipping or transporting products and materials; and
(b) Typically transported by a separate motorized vehicle or upon a trailer.

Stormwater Management. The collection, conveyance, storage, treatment and disposal of stormwater runoff to prevent accelerated channel erosion, increased flood damage, and degradation of water quality.

Story. The part of a building included between the surface of one floor and the surface of the floor next above, or if there is no floor above the ceiling above. Story heights shall generally be 9 to 10 feet except the following guidelines can be used to address the effective scale and massing of buildings within permitted heights (see Height):
(a) The first story for residential buildings should be 9 feet to 14 feet;
(b) The first story for non-residential buildings should be 12 feet to 20 feet;
(c) Building types or parts of buildings that require high floor-to-ceiling heights, such as a gymnasium, atrium, or warehouse, shall have the number of stories calculated as the finished floor-to-ceiling height divided by 15;
(d) Any ground story that has more than 4 feet of its height exposed above finished grade along more than 50% of the foundation perimeter shall count as a story; or
(e) A half-story is the space under a sloping roof that has a line of intersection of the roof and exterior wall face not more than 2 feet above the floor level, and where the possible floor area with head room of 6 feet or more is no greater than 60% of the total floor area of the story directly beneath.

Street. A public way used for passage or travel by pedestrians, bicycles, and/or vehicles, and that is designed to provide access, visibility, and public space to support use(s) fronting on it.

Street, Design Type. A reference to the design attributes of a specific segment of the street, regardless of the functional class, and including lane widths, number of lanes, parking, streetscape, and sidewalks. Street design types allow the design of segments of streets to transition and relate better to the context and anticipated abutting land uses, without disrupting the overall role of the street in the transportation system.

Street Design Type, Neighborhood. A human-scaled design type that balances walkability, landscape amenity, and vehicle access. It is characterized by street trees, comfortable sidewalks, traffic calming, and relatively low volumes and slow traffic speeds that enhance the livability and quality of the neighborhood.

Street Design Type, Parkway / Bikeway. A multi-modal design type with a higher degree of civic design and landscape amenity characterized by balanced design for pedestrians, bicycles, and automobiles and has an elevated degree of landscape and civic design.

Street Design Type, Pedestrian / Mixed-Use. A pedestrian-oriented design type appropriate in areas where walkability is a priority and there is a well-connected street network characterized by traffic calming methods to ensure slow speeds, on-street parking, wide sidewalks, and well-designed amenity zones that support businesses and economic activity along the block.

Street Design Type, Standard / Trafficway. A basic design type that is generally applicable where no particular development characteristic or urban design characteristic warrant application of other design types.

Street, Functional Classification. A system of categorizing streets based on their role in the overall street network, considering traffic volumes, traffic speeds, and continuity of the street over longer distances, apart from the specific design type for any one segment. These include:

(a) *Freeway.* A divided highway with fully controlled access limited to grade-separated interchanges constructed at major thoroughfares. A freeway is primarily intended to provide for high volume, high speed intercity traffic movements, and has no relationship to and should be buffered from, abutting land.

(b) *Expressway.* A street or highway with limited or partially controlled access at arterial system intersections. The expressway is primarily intended to provide for high volume, moderate to high speed, extended inter/intra city traffic between major activity centers with minimal impairment to movement, and has minimal relationship to and should be buffered from abutting land.

(c) *Highway Access*. A minor street parallel and adjacent to a freeway, expressway, or arterial which provides access to abutting properties and protection from through traffic.

(d) *Arterial - Major, Primary, or Principal.* A street or highway primarily intended to provide for high volume, moderate speed and extended trip length traffic movement between major activity centers, with access to abutting property subordinate to major traffic movement but little relationship to abutting land unless specific street design types are applied.

(e) *Arterial - Minor or Secondary.* A street which interconnects with and augments the major arterial system. The secondary arterial is primarily intended to provide for moderate volume, moderate speed, and short to moderate trip length while providing partially controlled access to abutting property and application of specific design types to better relate to abutting land.

(f) *Collector – Major, Minor, or Subdivision.* A street which collects and distributes traffic to and from local and arterial street systems, or which can provide an alternative or a complete substitute to larger arterial streets when located with sufficient frequency and continuity. The collector is primarily intended to provide for low to moderate volume, low speed, and moderate-length trips while providing access and public space to support abutting property based on specific design types.

(g) *Local – High-Activity, Low Activity, or Shared.* A street primarily providing direct access to abutting property and designed to accommodate low volume, low speed traffic, as well as provide public space that supports abutting property based on specific design types.

(h) *Alley.* A minor way which is used primarily for vehicular service access or parking access to the back or the side of properties otherwise abutting a street and is often used in areas with enhanced streetscape design.

(i) *Downtown Streets.* Streets which provide frontage for adjacent businesses as well as providing for the movement of pedestrians, bicycles, public transit, and vehicles throughout and through downtown, more specifically within the area bounded by a line 990 feet north of the south section line of Sections 13 and 14 of Township 29 North, Range 22 West on the north, John Q. Hammons Parkway/Sherman Avenue on the east, Harrison/State Streets on the south, Grant Avenue on the west, and a line 990 feet west of the east section line of Sections 14 and 24 of Township 29 North, Range 22 West on the west except the following street segments:

(1) Tampa Street east of Benton Avenue;
(2) Phelps Street east of Washington Avenue;
(3) Market Avenue between Walnut and State Streets;
(4) Main Avenue between Mount Vernon and State Streets;
(5) Mount Vernon Street between Grant and Campbell Avenues; and
(6) Harrison Avenue between Grant and Market Avenues and classified as designated by the major thoroughfare plan.

(j) *Residential Connector*. A street which provides a vehicular and pedestrian connection between two generally parallel local residential streets designed to accommodate very low volume and very low speed traffic within residential subdivisions.

(k) *Residential Local.* A street for low-volume, low-speed, and short-length trips to and from abutting properties in residential neighborhoods.

(l) *Collector Local.* A street which collects and distributes residential traffic between local streets and collector and arterial streets and is primarily intended for low- to moderate-volume, low-speed and short-length trips while also providing access to abutting properties.

(m) *Commercial/Industrial Local.* A street for low-volume, low-speed, and short-length trips to and from abutting properties in commercial and industrial areas.

Street Frontage. The property line which abuts a public right-of-way.

Street, Grade. Beginning at the back of curb and measured at a right angle to the street center line.

Streetscape. The scene that may be observed or the area designed for activity along a street, including both natural and non-natural components, including vegetation, buildings, paving, plantings, lighting fixtures, and miscellaneous structures.

Street Width. The horizontal distance between the outside edges of the street's pavement, including any curbing and guttering, measured at right angles to the street's centerline.

Structure. Anything constructed or erected, located on or in the ground, whether permanent or temporary, including, but not limited to, houses, buildings, barns, backstops for tennis courts, bridges, fences, pergolas, parking lots, gazebos, radio and television antennae, signs, solar collectors, microwave antennae, supporting towers, roads, ruins or remnants (including foundations), swimming pools, walkways, septic systems, or any similar item.

Structure, Accessory. A detached structure that is subordinate, incidental, and on the same lot as a principal building, structure, or use.

Subdivision. The division of land into two or more lots, tracts, or parcels for the purpose of transfer of ownership or building development, or, if a new street or easement of access is involved, any division of a parcel of land. The term includes administrative platting and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Subdivision, Administrative. Routine applications that impact the legal disposition of property (property lines, easements, etc.) but do not significantly alter development patterns or impact public infrastructure or services.

Subdivision, Major. Any subdivision not eligible as an administrative subdivision which requires a comprehensive review through preliminary plat and final plat procedures.

Survey, Historic. The systematic gathering of information on the architectural, historical, or archaeological significance of buildings, sites, structures, objects, or areas through visual assessment in the field and historical research for the purpose of identifying historic sites, historic landmarks, and historic districts worthy of preservation.

Tiny Home. A principal residential dwelling constructed on or off-site that is 400 square feet or less, is built to the building code as adopted by the City of Springfield, and is designed to be used as a dwelling unit with a permanent foundation.

Tract. A parcel of land eligible for further subdivision. (See Lot and Outlot)

Traffic-calming. Physical design changes to a street or roadway used to decrease traffic speed and volume. Methods of traffic calming include but are not limited to: traffic circles, speed humps, and curb extensions.

Traffic Impact Study. A comprehensive engineering evaluation conducted to assess the effects of proposed developments or land-use changes on the surrounding transportation network. A TIS analyzes the anticipated changes in traffic volumes, patterns, and safety conditions caused by a development and includes a driveway safety study.

Transition Area. An area along or between the edges of placetypes, where dissimilar land uses converge. Typical transitional areas occur between one-to-two blocks on either side of both placetype boundaries. Transition areas can also exist adjacent to geographic land features located within a placetype, examples can include major roadways and crossroads, railways, waterways, parks, trails,

and natural and built land features.

Transparency. When referring to the design of building facades, transparency is the percentage of windows and doors on the facade intended for two purposes: (1) to break up the scale and massing of the façade and relate the building to the streetscape and public spaces; and (2) to provide connections – visual and perceived – between the activities on the site and the public streetscape or spaces. Therefore, transparency has two measurements: (1) the extent of transparency, which is the percentage of the overall facade, measured at each story but which includes non-transparent components associated with the opening such as molding, casing or frames; and (2) the degree of transparency, which is typically the clarity of the glass used for the opening. A door assembly may count to this requirement if at least 25% of the door or door assembly meets the clarity requirement with windows in the door, or transom or side light doors alongside of the door. The clarity of the glass in the opening is met by a minimum Visible Light Transmission of 60% (VLT = the percent of total visible light that is transmitted through a glazing system) and a maximum Visible Light Reflectance of 15% (VLR = the percent of total visible light that is reflected by a glazing system). For upper story windows, these measures may be 40% VLT and 20% VLR.

Tree, Evergreen. A medium or large non-deciduous woody plant with a main trunk and mature height over 8 feet.

Tree, Overstory. A large deciduous woody plant that normally grows with a main trunk and has a mature height of 30 feet or more.

Tree, Understory. A small deciduous tree typically smaller than an overstory tree, with a mature height of approximately 15 to 30 feet.

Undeveloped Land. Land in its natural state before development.

Urban Forestry. Urban forestry is the careful care and management of urban forests. These are tree populations in urban settings maintained to improve the urban environment. Urban forestry advocates the role of trees as a critical part of the urban infrastructure.

Urban Service Area. The Urban Service Area delineated on the Urban Service Area map represents land where public investment has been made or is programmed for sanitary sewer service or major transportation facilities. Within the Urban Service Area, sewer services will be provided as available resources permit and streets and highways will be planned to handle urban populations.

Use, Accessory. A use of land, buildings, or structures that is subordinate, incidental, and on the same lot as a principal use.

Use, Principal. The primary purpose or activity of a lot or building.

Variance. Provides relief from a strict interpretation of the zoning and site design and development standards of this chapter, which when applied to a particular property in a specific context limits all reasonable use of the property. This application shall only apply to the design, dimension, and other site development standards of this chapter and shall not be used to authorize a use that is prohibited by the applicable zoning district.

Vehicle Service Bay. Any enclosed work area for the maintenance or repair of vehicles, comprising an average floor area of 420 square feet per bay to accommodate both service and access requirements.

Vibration. The effect produced by any physical process characterized by a periodic, and usually rapid, oscillatory motion sufficient to cause annoyance or discomfort, however, excluding blasting operations for quarries and temporary construction activities.

Yard, Front. That portion of a lot extending across the full width of the lot between the front lot line and the nearest line or point of the principal building and between any accessory buildings.

Yard, Rear. That portion of a lot extending across the full width of the lot between the rear lot line and the nearest line or point of the principal building.

Yard, Side. That portion of a lot extending from the front yard to the rear yard between the side lot line and the nearest line or point of the principal building.

Zoning. The division of a city or county by legislative regulations into areas, or zones, that specify allowable uses for real property and size restrictions for buildings within these areas.

36-11.02 Description of Uses

This section provides descriptions of uses of land and buildings associated with Table 4-3. It is organized by categories and types of uses. Categories are general groupings of uses with similar characteristics, and types are based on common physical or operational characteristics, such as typical scale, format, or intensity of activity. Where a proposed use is not generally listed or appears to meet the description of more than one use type, the PD Director shall make an interpretation on the most equivalent described use category and/or type, considering:

1. The similarity of the use in terms of scale, impact, and operations to other described uses;
2. The typical building format and site design associated with the use from existing examples; and
3. The potential contribution of the use, in its typical format and design, to the intent of the zoning district, and the ability to complement and be compatible with other permitted uses.

Any uses that may not be interpreted as equivalent to a use in Table 4-3 is not anticipated by these regulations and may only be allowed by an amendment to the development code.

A. **Residential Uses.**

Household Living. Residential occupancy of a dwelling unit by a household, with tenancy arranged on a monthly or longer basis. Household living occurs in a variety of types based on the scale and format of buildings, arrangement of dwelling units, and household accommodations.

Household Living – One-unit Dwelling. A residential building designed for one primary dwelling unit. One-unit dwellings include variations based on the lot size.

Household Living – Multi-unit Dwelling. A residential building designed for two or more principal dwelling units. Multi-unit dwellings include variations based on the building type and scale, including duplexes, multi-unit houses, townhouses, or apartments.

Household Living – Live / Work Dwelling. A combination of residential commercial activity located in a dwelling unit or sharing the same building as a dwelling sharing a common wall or with direct access between the residential and commercial elements, and where each is intended as a principal use.

Household Living – Mixed-use Dwelling. A residential use in a building designed for street level retail, service or employment uses, and where dwelling units are

accommodated on upper stories, or otherwise separated from the principal commercial function of the building.

Household Living – Small Format Dwelling. A parcel of land planned and designed for multiple home sites for the placement of manufactured or other small homes and used for the principal dwelling of households for long-term residency. These communities include internal common areas, circulation systems, and accessory uses and facilities to support the community. Dwellings may either be located on home sites designated within a larger project or on single lots owned through appropriate condominium procedures or platted under certain conditions.

Existing Residential. Any residential building and use, legally established when it originated but where new development of the same use or similar building type is no longer permitted in the zoning district. These uses shall be permitted so that continued use and further investment in the building and use is not discouraged, and if the use is destroyed beyond the protections of its legal nonconforming status could be built back to a similar extent based on the most applicable residential building type standards from residential districts.

Group Living. Residential occupancy of a structure by a group of people that do not meet the definition of a household, with tenancy arranged on a monthly or longer basis. Group living structures typically have a common eating area or social areas for residents, and they may receive some level of care, training, or services associated with their residency. Group living occurs in a variety of types based on the scale and format of buildings, arrangement of dwelling units, and the degree or intensity of associated services.

Group Living – Dormitory. A residential or institutional building offering seasonal and long- term residency for a discrete population based on membership or attendance at a school, instructional or training institution. Typical examples include student housing on a campus, or convent or seminary residences.

Group Living – Group Home, Residential. A single-family detached dwelling in which no more than ten people reside, comprised of the following: eight or fewer unrelated mentally or physically handicapped persons, no more than two persons acting as house parents or guardians who need not be related to each other or to any of the mentally or physically handicapped persons, residing in the dwelling, and the children of the house parents or guardians.

Group Living – Group Home, Custodial. A dwelling in which unrelated mentally or physically handicapped, or otherwise mentally or physically impaired persons reside with house parents or guardians.

Group Living – Boarding House, Small. A residential building occupied by the owner or a resident manager, with 3 to 11 tenant rooms where non-household members may share residency on a monthly or longer basis. The owner / resident manager or service staff may provide housekeeping, meals, or other management of shared living facilities as an accessory service to the dwelling. Typical examples include houses or small apartments offering single-room occupancy, or co-housing courtyard or small complex.

Group Living – Boarding House, Large. A residential building occupied by the owner or a resident manager, 12 or more tenant rooms where non-household members may share residency on a monthly or longer basis. The owner / resident manager or service staff may provide housekeeping, meals, or other management of shared living facilities as an accessory service to the dwelling. Typical examples include larger co-housing complexes, medium to large apartment buildings offering single-room occupancy, or a fraternity or sorority house.

B. **Civic Uses.** The Civic use category is the use of land and buildings to serve public or community interest, and to support or enhance the daily cultural, social, or recreation needs for residents and neighborhoods. It can include public and institutional uses generally available to the public at large, community uses structured by voluntary affiliation, or private uses limited by property ownership or membership. The civic use category includes the following types:

Assembly. An institutional use designed to serve the community for regular or periodic membership activities and events, including worship, civic, recreation, or entertainment activities, and accessory uses associated with organized activities, including child-care, concession services, and community events

Assembly – Small (<-400 capacity and <2.5 acres). A place of public or community assembly designed and located to serve adjacent uses and nearby neighborhoods, or be accessory to other immediately abutting uses, and designed for less than 400 people capacity. All buildings and facilities are located on a lot of less than 2.5 acres. Examples include a small neighborhood association clubhouse or recreation center, common meeting rooms or meeting halls, or small religious facilities.

Assembly – Medium (400-800 occupants and <4 acres). Places of public or community assembly designed and located to serve community or civic needs of a broad vicinity and designed for 400 – 800 people capacity. All buildings and facilities fit on a lot or area arranged in a small campus of between 1 and 4 acres. Examples include a community/recreation center, small event center, or large religious facility.

Assembly – Large (>800 occupants or >4 acres). Places of public and community assembly designed and located to serve community or civic needs of a wide area – typically city-wide and designed for more than 800 people capacity. Buildings and facilities require large lots or campuses that are difficult to integrate into the surrounding block structure, are disruptive to connected development patterns, and require special siting and civic design considerations as a major destination. Examples include an auditorium, large event hall, major community worship hall or campus, or convention and conference center.

Cemetery. Property used for the interring of deceased humans, including mausoleums.

Crematorium. A building used to process and reduce deceased humans into tiny particles resembling ash, through exposure to flames, intense heat, or other industrial processes.

Cultural Facility. The use of land and buildings to serve public or community interest through government or non-profit agencies through cultural, social, or education offerings, or for the administration operations of organizations providing these services. This includes the use, but not sale, of literary, musical, artistic, or reference materials and the exhibit or repository of a collection for natural, scientific, artistic, or other cultural activities. This use may include the accessory sales related to the subject matter or accessory services to support the activity such as gift shops or cafes.

Event Venue. An institutional or commercial use designed to host spectators for performances or events, or rent facilities and grounds to host large gatherings. This use does not include facilities or events that are accessory to an otherwise permitted civic or commercial use. Event venue uses are further refined by scale, intensity, and format based on the following:

Event Venue – Small (<1K capacity). A gathering space designed for less than 1,000

people capacity, such as a small auditorium, banquet hall, or amphitheater. This use may be accessory to and included with a school or assembly use.

Event Venue – Medium (1K – 3K capacity). A gathering space designed for between 1,000 and 3,000 people capacity, such as a large event hall or small stadium. This use may be accessory to and included with a large school.

Event Venue – Large (>3K capacity). A gathering space designed for greater than 3,000 people capacity, such as an arena, fairgrounds, race track, or large stadium. This use may be accessory to and included with a college / university use in a campus format.

Funeral Home & Mortuary (Accessory Crematorium). A building used for services to honor and memorialize deceased humans, and associated activities and facilities related to services such as a chapel or crematorium, provided they only support and are incidental to on-site services and have no equipment or structures that alters the appearance of the building as a civic use.

Open Space. Any parcel or area of land or water unimproved with any residential, commercial, or industrial uses and dedicated or reserved for public or private community use and enjoyment.

Open Space – Athletic Field. Land designed for outdoor games and sports such as lacrosse, baseball, football, and soccer, and which may attract more structured and organized activities and periodically have more intense use due to participants and fans. Athletic fields may include accessory structures and uses for equipment storage, concessions, or other supporting activities.

Open Space – Open & Civic Space. A public, common, or private open area designed and used for both active or passive recreation and integrated into the development patterns and block structure of the neighborhood or district. (See Section 36-3.04 for specific design types in appropriate contexts.)

Open Space – Recreation Center & Grounds. Open spaces and associated facilities for social, educational, and recreational activities of a neighborhood or community, provided any such use is not operated for commercial gain or is otherwise owned and managed by a property owners association as a focal point for a neighborhood. Examples include a community gym, pool, club, golf course, or similar recreational facilities that serve as an organizing element or focal point for surrounding development.

Public Safety. Public uses that support the health, safety and security of the community at large through preventative measures, protective measures, emergency response measures, or similar government functions.

Public Safety – Community Corrections Facility. A facility licensed by the State of Missouri for the housing, supervision, counseling, rehabilitation of and job training for individuals in need of care necessary to return them to a productive role in society and who are criminal offenders on probation or parole, or who are within 120 days of release from a prison, jail sentence or custody from the state department of corrections, and who reside under the supervision of trained staff.

Public Safety – Jail. Facilities in which persons accused or convicted of offenses are held in custody, confined, or housed prior to or during trial or for incarceration after trial and conviction, excluding community corrections facilities and individuals confined to their own home by means of electronic surveillance or an equivalent.

Public Safety – Police & Fire. Stations and associated living, administrative, and dispatch facilities that provide patrols and emergency response services to neighborhoods districts, and businesses.

School. A public or private institutional use designed to provide structured, seasonal, or year- round education opportunities. Schools are typically integrated into the surrounding context and development pattern as a civic amenity with public and civic spaces, but the format may differ based on the scale of the facilities and educational mission.

School – College / University. A school dedicated to post-secondary education and typically at a scale and capacity that involves multiple buildings and facilities organized on a. The use includes classroom, laboratory, and administration buildings, lecture halls, libraries, dormitories, dining halls, student centers, auditoriums, chapels, gymnasiums, stadiums, fraternities, sororities, and other similar buildings and structures.

School – Primary / Secondary. A school that is part of a system of public or private education of at least kindergarten through 12th grade, but which may be divided into smaller campuses or facilities by district, neighborhood, or discrete age groups within the system. Primary schools are more neighborhood-oriented and integrated into the block structure and open space systems in more walkable patterns, and secondary schools tend to be larger, more intense, and concentrated facilities requiring more careful siting within the community or requiring a more civic-oriented campus pattern.

School – Vocational Business. An establishment which provides instruction and training in office, clerical, managerial, sales, information technology, administrative skills or trades such as beauty school, barber college, beautician school or similar. Vocational Business Schools typically require facilities more similar to commercial businesses and may be located or integrated into commercial areas and buildings at a variety of scales and formats.

School – Vocational Industrial or Trade. An establishment which provides instruction and training in a skilled trade such as mechanics, carpentry, plumbing, service, construction, industrial or other skill related to assembling, processing, manufacturing, repair, or similar skills or trades. Vocational Industrial or Trade Schools typically require facilities associated with industrial activities and may be located or integrated into more intense commercial or industrial areas and buildings at a variety of scales and formats.

Transportation. A use category supporting the movement of people or freight, including accommodating navigation, access, and storage of vehicles involved in the transportation system.

Transportation – Airport. Any area of land or water designed for the landing and take-off of aircraft for business or commercial purposes, including all necessary facilities for passenger and cargo loading, maintenance and fueling facilities, navigation and communication, and housing of aircraft.

Transportation – Bus Station. A transportation facility designed for the transfer, pick-up and drop-off of passengers traveling by bus with buildings or associated passenger convenience facilities, distinguished from public stops accommodated in the design of the right-of-way.

Transportation – Commercial Parking Lot. A parcel of land where the principal use is to park vehicles in a structure or on a lot for a fee, which may be operated by a public,

community, or private entity.

Transportation – Heliport. Any area of land or portion of a building used for the landing and take-off of helicopters for business or commercial purposes, including the landing pad, any communication or navigation facilities and instruments, and areas to accommodate the interchange of passengers or cargo.

Transportation – Motor or Rail Terminal. An area or building where storage and transfer of cargo occurs, and where vehicles may be stored and maintained for further deployment in shipping, or any other similar high-intensity activities associated with freight or public transportation.

Utility. A use category for services owned by a governmental entity, or any entity defined as a public utility for any purpose by the state public utilities commission, and for the delivery of energy, water, communication, or municipal services. All utilities may be further limited by site design and landscape standards of this code, or more specifically regulated and permitted by licensing agencies, franchise agreements, or specific conditions and design requirements of any easement or right-of-way authorizing the location of facilities. Utility facilities are further classified in the development code as follows:

Utility – Minor. Any electric, gas, water, and sewer facility that exceeds the standard transmission lines, pipes or conduits in the right-of-way and easements, and where a dedicated parcel or lot is needed to support utility systems in the immediate area. Structures and facilities are necessary to reduce the bulk quantity from larger transmission facilities into distribution and service facilities to serve the immediate area. Examples include water tanks or reservoirs, sub-stations, gas regulator stations, water and sewage pumps, and lift stations.

Utility – Major. A facility using manufacturing processes for generating, storing, or distributing energy, water, wastewater, or other utility products or services for use beyond the immediate vicinity, including any other facility used in the transmission or distribution of large utility flows between generating or treatment areas and substations or transmission lines.
Examples include power plants, water treatment plants, solar energy or wind energy farms, or regional transmissions and pipelines.

Utility – Wireless Telecommunication Facility. Towers, structures, and related equipment and grounds used for communication. These facilities are further defined by “tiers” and height limits in the specific wireless communication facility standards in Article 10, Section 36-10.10.

C. **Commercial Uses.**

Adult Entertainment. An establishment featuring live or recorded media, or a store with more than 50% of its merchandise, with an emphasis on specified sexual activities or displaying specified anatomical areas, including: (a) less than a completely and opaquely covered human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; human male genitals in a discernibly turgid state, even if completely and opaquely covered; (c) human genitals in a state of sexual stimulation or arousal; (d) acts of human masturbation, sexual intercourse, or sodomy; and (e) fondling of other erotic or touching of human genitals, pubic region, buttock, or female breast.

Animal Care / Sales – Commercial service or retail use that provides the sale, care, or boarding of domesticated animals that is further refined by the scale and intensity of the operations, as follows:

Animal Care / Sales – Limited (<5K, no boarding). A small office or shop providing animal care or sales. The use involves less than 5,000 square feet of commercial area, and all activities occur indoors (except routine daily pet care). Examples include a veterinary office, small pet store, or small pet grooming or training.

Animal Care / Sales – Small (2K – 10K or limited boardings). An office or store providing animal care or sales, and where any overnight boarding is limited to that necessary for medical care or observation. The use involves between 2,000 and 10,000 square feet of commercial space and limited outdoor activity areas necessary to accommodate the care of animals. Examples include a veterinary clinic, large pet store, or large pet grooming or training, or small kennel with no outside keeping of animals.

Animal Care / Sales – General (>10K or boarding (or outdoor care). A large facility providing animal care or sales, or any use offering routine daily care for animals, whether less than 24 hours or overnight boarding. The use involves more than 10,000 square feet of commercial space, or in the case of routine daily animal care involves any combination of indoor and outdoor space where multiple animals are cared for daily. Examples include a pet super-store, large grooming or training facility, animal hospital, or any animal daycare, kennel, or boarding service with significant need for outside care.

Daycare. A commercial service use offering non-residential care on a daily, weekly, or other regular basis for children or other individuals in need of non-medical, non-therapeutic, or non-custodial supervision.

Daycare – In-home / Accessory. A dwelling, occupied as a permanent residence by the child or adult day care provider, in which care is given to no more than ten children or five adults not related to the day care provider for only part of a 24-hour day.

Daycare – Commercial. A facility other than the provider's permanent residence, where child or adult day care is provided for only part of a 24-hour day.

Entertainment & Recreation. A commercial service use providing daily or regularly scheduled activities for entertainment, leisure, training and instruction, or recreation, offered to the public, offered by membership, or offered by group arrangements. This use type is further refined by the scale, format and intensity as follows:

Entertainment & Recreation – Small (<5K). An indoor entertainment and recreation use that involves a building less than 5,000 square feet. Examples include a small bowling alley, billiard hall, a small theater, or dance or yoga studio.

Entertainment & Recreation – Medium (5K - 10K). An indoor entertainment and recreation use that involves a building that is between 5,000 and 10,000 square feet or more. Examples include a larger arcade or game center, a fitness center or gym, or small theater.

Entertainment & Recreation – Large (10K - 50K). An indoor entertainment and recreation use that involves a building that is between 10,000 and 50,000 square feet or more. Examples include a small sports and recreation center, large arcade or game center, large fitness center, or a moderate-sized theater.

Entertainment & Recreation – Complex (>50K). An indoor entertainment and recreation use that involves a building that is 50,000 square feet or more. Examples include a large bowling alley, a sports and recreation center, a large theater or

theater complex, or skating rink.

Entertainment & Recreation – Outdoor. Any outdoor entertainment and recreation use, where a commercial business offers the grounds for use of patrons. Examples include racquet club, miniature golf, driving range, golf course, batting cages, sports and athletic complex, or band shell or amphitheater.

Food & Beverage Establishment. A commercial service use engaged in the business of serving prepared food or beverages to the public for immediate consumption. The serving of alcoholic beverages is accessory to this use but may be further regulated by business and liquor licenses. Food and beverage uses are further refined by scale, format, and intensity based on the following:

Food & Beverage Establishment – Small (<3K or <10% of mixed-use building). A small-scale establishment under 3,000 square feet of commercial area, or less than 10% of the building area in mixed-use projects and buildings accessory to other uses, such as a cafe, lunch counter, walk-up window, or similar small retail sales food or beverage outlet.

Food & Beverage Establishment – General (3K – 8K). A moderate scale establishment between 3,000 and 8,000 square feet of commercial area and typically includes separate kitchen and dining facilities, accessory bar area, or small accessory craft manufacturing area. Examples include a restaurant, or a small bar, brewery, bakery, or catering outlet.

Food & Beverage Establishment – Large (>8K). A large-scale establishment with over 8,000 square feet of commercial area, and typically includes separate kitchen and dining facilities, accessory bar and entertainment areas, or accessory craft manufacturing areas. Examples include a large restaurant, large bar, or large brewery, or a food court or hall.

Lodging. A commercial use providing accommodations for temporary, short-term overnight occupancy on a less than monthly basis, and accessory uses associated with typical guest services such as food service, recreation, or similar accommodations to support overnight-guests. Lodging is refined to the following scales based on building type, format, and intensity of use:

Lodging – Bed & Breakfast (<5 rooms). A small residential building used for commercial short-term lodging with shared living space between the primary occupants and patrons and includes no more than 5 guest rooms, and where meals may be offered to overnight guests.

Lodging – Small / Inn (6 – 12 guest rooms). A large residential building or small commercial building providing accommodations for short-term overnight occupancy for at least 6 but less than 12 guest rooms.

Lodging – Hotel / Motel, Medium (13 - 80 guest rooms). A commercial building providing accommodations for short-term overnight occupancy for between 13 but less than 80 guest rooms, and accessory accommodations or event or recreation space for overnight guests.

Lodging – Hotel / Motel Large / Conference Center (>80 guest rooms). A commercial building providing accommodations for short-term overnight occupancy more than 80 guest rooms, and may include accessory accommodations or event and recreation space for guests and overnight guests.

Lodging - Short-term Rental. The rental of an entire dwelling, or any portion thereof, for a period less than 30 consecutive days, where the owner is engaged in a contract for the rental of that specific swelling, or any portion thereof. Short-term rentals are further categorized as Type 1, 2, or 3, as defined in Section 36-10.08.

Marijuana & Medical Marijuana Uses. Uses involved in the production, distribution, prescription, or sale of cannabis. See Article 10, Section 36-10.09 for more specific definitions and standards for various types of businesses and services.

Medical Services. A commercial service use providing medical, dental, or physical health or wellness care to the public. This use type is further categorized by the following formats:

Medical Services – Small (<10K). A medical service offering routine outpatient services, that occupies less than 10,000 square feet of diagnostic or treatment area, includes no surgical or in-patient facilities, and operates in normal business hours. Examples include a small doctor or dentist office, eye-care center, or urgent care center that is accessory to a larger retail or pharmacy use.

Medical Services – Medium (10K – 30K). A medical service offering routine outpatient services, that occupies between 10,000 and 30,000 square feet for diagnostic or treatment areas, includes no inpatient facilities, and operates in normal business hours. Examples include a larger doctor or dentist group practice, small clinic or analytical lab, or small outpatient urgent care or surgical center.

Medical Services – Large (30K – 100K). A medical service offering a full range of services, that occupies between 30,000 and 100,000 square feet for diagnostic or treatment areas, and may include emergency care, surgical services or other inpatient treatment. The use may include accessory retail, food service, pharmacy or wellness/fitness uses. Examples include large out-patient offices, small hospital, remote surgical centers, or large clinic or analytical labs.

Medical Services – Campus / Complex (>100K, campus). A medical service with a full range of care, that occupies more than 100,000 square feet or multiple buildings, provides comprehensive medical care including emergency services, and accessory office, lab, and retail uses related to patron and patient needs. Examples include a large hospital or regional medical center campus.

Office. A commercial use focused on employment and engaged in the administrative, technical, or management aspects of business or professional services that typically do not have frequent or unscheduled on-premises interaction with the public or clients. Office uses are further refined by the scale and format of buildings based on the following:

Office – Small (<10K). An office use less than 10,000 square feet of commercial area, within a small building or occupying a portion of a mixed-use building.

Office – General (10K – 30K). An office use between 10,000 and 30,000 square feet of commercial area, typically within one moderate-sized building or the upper levels of a moderate or large mixed-use building.

Office – Large - (30K – 100K). An office use between 30,000 and 100,000 square feet of commercial area, typically within one large building with accessory retail or service uses.

Office – Campus / Complex (>100K). An office use with more than 100,000 square feet, typically within one large or high-rise building or involving more than one building in a

campus pattern.

Personal Service. A commercial use engaged in the business of providing personal or professional services to the public that may include frequent or unscheduled interaction with clients or customers on-premises. Examples include a barbershop or beauty salon, travel agency, small equipment repair, tailor, bank, or personal financial services. Service uses are further refined by scale, intensity, and format based on the following:

Personal Service – Small (<5K). A service use under 5,000 square feet, typically in line with other small-scale uses in a multi-tenant commercial building or mixed-use building.

Personal Service – Medium (5K – 10K). A service use between 5,000 square feet and 10,000 square feet, typically in a small freestanding building or part of a large mixed-use building.

Personal Service – Large (>10K). A service use more than 10,000 square feet, typically in a moderate-freestanding building or part of a large mixed-use building.

Residential Care. A commercial or institutional use providing residency on short-term, long-term, interim or permanent bases for individuals that are in need of associated medical, therapeutic, or custodial care or supervision to assist in daily living, to aid rehabilitation from injury or infirmity, or for other protective or supervisory reasons. Residential care uses are further refined by the type and intensity of care based on the following:

Residential Care – Nursing Home. An assisted, extended or intermediate care facility licensed or approved to provide full-time convalescent or chronic care to individuals who, by reason of advanced age, chronic illness, or infirmity, may be unable to care for themselves.

Residential Care – Transitional Housing. A residential or institutional building providing lodging for longer than 30 consecutive days for residents in need of housing and services due to economic, social, or physical difficulties, and may include associated services in a group setting on the same premises, including, but not limited to, job counseling, life or parenting skill courses, or job training. Such shelter may include office for staff of the providers and for counselors.

Residential Care – Transitional Shelter. An institutional building providing lodging on a short-term or emergency basis for shorter than 30 consecutive days for residents in need of housing and services, or offering meals and other social services, due to economic, social, or physical difficulties.

Residential Care – Treatment Facility. A facility, not accessory to a hospital, for treatment of alcohol or other substance abuse, with or without the use of drugs or other medical intervention, for one or more patients who are provided with care, meal, and lodging and that is accredited by the State of Missouri, the Joint Chief Hospitals Operations Administration (JCHOA) or Commission on Accreditation of Rehabilitation Facilities (CARF).

Retail. Commercial uses engaged in the sale, lease, or rental of household or commercial products to the general public with frequent interaction of patrons or consumers on premises. Retail uses are further refined by scale, intensity, and format based on the following types:

Retail – Small (<5K or <10% of mixed-use building). A small-scale retail use under 5,000 square feet of commercial area, or less than 10% of the building area in mixed-use

projects and buildings accessory to other uses, typically located in a mixed-use storefront building or a small single building that is part of a larger grouping of uses.

Retail – Medium (5K - 10K). A retail use between 5,000 and 10,000 square feet of commercial area, typically located in a multi-tenant, mixed-use, or moderate-sized freestanding building.

Retail – Large (10K - 50K). A moderate-scale retail use between 10,000 and 50,000 square feet of commercial area, typically located in a moderate to large free-standing, multi-tenant, or mixed-use building.

Retail – Extra-Large (>50K). A large-scale retail use with at least 50,000 square feet of gross commercial area in a large, freestanding building which may be integrated as part of a larger project.

Retail – Grocery Store. A specific retail use primarily selling food, produce, and household products for general household consumption, including a significant portion of inventory in fresh produce, baked goods, meats, or seafood, and accessory sales of prepared food. These uses often serve as a key anchor for neighborhood and community centers which justifies slightly larger scale than other general retail uses, provided they can still fit into the block structure, development pattern, and public-realm framework of the area. To accommodate this, retail grocery store is further refined by scale and format as follows:

Retail – Grocery Store, Small (<10K). A small grocery offering a limited selection of products or specialty foods or produce in a small-scale format under 10,000 square feet. Examples include a corner store, butcher shop, produce market, or urban-format groceries.

Retail – Grocery Store, Medium (10K – 40K). A mid-sized grocery offering a range of food and household products, and limited accessory services in a mid-sized building format between 10,000 and 40,000 square feet. Examples include a neighborhood market or traditional-scale full-service grocery store.

Retail – Large (>40K). A large grocery store offering a wide range of food and household products and associated accessory services in a large-scale format. Examples include a large-format grocery or supermarket, or a similar function housed within a larger warehouse retail store.

Retail – Outside Sales. A specific retail use where the primary business is associated with merchandise that must be displayed outside. This is distinct from retail uses that may have an accessory component of its merchandise outside, whether permanent, seasonal, or as an occasional temporary outside retail display or service. Outdoor retail is further refined by the scale and intensity of the use as follows:

Retail – Outside Sales, Small (<0.5 acres; 25%-50%). Outdoor sales either on a lot less that 0.5 acres or lots larger than 0.5 acres where the outdoor display area is between 25% and 50% of the interior display area. Examples include a small nursery / greenhouse or a small equipment sales or rental business.

Retail – Outside Sales, Medium (0.5 – 2.5 acres; 50%-100%). Outdoor sales either on a lot between 0.5 and 2.5 acres or on lots larger than 2.5 acres where the outdoor display area is between 50% to 100% of the interior display area. Examples include a nursery / greenhouse, a small car sales or rental lot, small lumber yard, or landscape supply store.

Retail - Outside Sales, Large (> 2.5 acres; > 100%). Outdoor sales either on a lot larger than 2.5 acres and where the outdoor display area is more than100% of the interior display area. Examples include a large nursery, large car sales or rental lot, boat or recreational equipment sales, outside flea market, or a large lumber yard or landscape supply store.

Vehicle Service – Car Wash. A facility providing self-service or professional washing of vehicles. Limited facilities to wash cars may be an accessory use to another permitted use provided it counts toward one of the vehicle service bays.

Vehicle Service – Gas Station. A specific retail use primarily involving the sale of fuel to the public, and which may involve accessory sales of vehicle accessories and convenience goods. This use may be combined with accessory vehicle service and repair uses, or accessory car wash, subject to the service bay limitations below. Gas station uses are further refined by the scale, format and intensity as follows:

Vehicle Service – Gas Station, Small (<5 service areas). The use is limited to no more than 4 fueling bays, 2 vehicle service bays, and 2,000 square feet of accessory retail or customer service areas. Examples include small neighborhood service stations.

Vehicle Service – Gas Station, Medium (5-12 service areas). The use is limited to between 5 and 12 fueling bays and no more than 3 vehicle service bays and 4,000 square feet of accessory retail or customer service areas. Examples include a general store and gas station.

Vehicle Service – Gas Station, Large (13-24 service areas). The use contains between 13 and 24 fueling stations, and no more than 3 vehicle service bays and 6,000 square feet of accessory retail or customer service areas. Examples include a large convenience center and gas station.

Vehicle Service – Gas Station, Extra-large (>24 service areas). The use contains 25 or more fueling stations, or 4 or more vehicle service bays, and other accessory retail or service areas. Examples include a truck stop or travel center.

Vehicle Service & Repair. A specific service use primarily involving motor vehicle and mechanical equipment maintenance, repair services, and accessory retail sales of supplies and accessories. Vehicle Service & Repair is further refined by scale, format, and intensity as follows:

Vehicle Service & Repair – Small (<0.5 acres; <4 service bays). A vehicle service and repair use with 1 to 3 service bays, where all work and storage of equipment and supplies occurs indoors, and where on-site or overnight storage of vehicles is limited and requires no special site accommodations other than ordinary parking areas. This use is located on lots less than 0.5 acres. Examples include a small machine shop, mechanic, lubricant center, tire store, auto glass installation, or audio or alarm installation service.

Vehicle Service & Repair – Medium (0.5 – 1.5 acres; 4-8 service bays). A vehicle service and repair use with 4 to 8 service bays, where all work occurs indoors, but where the volume of work may require some outdoor storage of supplies, equipment, or vehicles beyond ordinary parking needs of comparable sized businesses. This use is typically located on lots between 0.5 and 1.5 acres. Examples include a large machine shop, mechanic, lubricant center, tire store, or small auto body shop.

Vehicle Service & Repair – Large (>1.5 acres; >8 service bays). A vehicle service and

repair use with 9 or more service bays, where some work may occur outdoors, and where the volume of work requires frequent outdoor storage of supplies, equipment, or vehicles. This use is typically located on lots larger than 1.5 acres. Examples include repair of large vehicles and equipment and collision repair center.

D. **Industrial Uses.**

Industrial & Business Services. A business whose customers include other businesses and industries, or the general public. The business services typically consist of dispatched fleet vehicles to perform some aspect of the service and involve dedicated outdoor storage. Examples include plumbing services, exterminators, HVAC repair, utility contractors, janitorial services, landscape contractors, ambulance dispatch center, transportation dispatch center, bus barn, commercial laundry services, or other similar business. The scale and intensity are determined by the number of fleet vehicles as follows:

Industrial & Business Services – Limited (<10 vehicle fleet). A small-scale light industrial or business service use with limited outdoor storage needs and with a vehicle fleet of up to 10 vehicles, where surface parking, vehicle storage, and general storage needs are similar to other general commercial uses.

Industrial & Business Services – General (11 – 25 vehicle fleet). A light industrial service business use where outdoor storage or warehouse storage is necessary, or with a vehicle fleet is between 11 and 25 vehicles, requiring dedicated areas for storage of vehicles during down times or off hours.

Industrial & Business Services – Large (>26 vehicle fleet). A large-scale industrial or business service use that may have substantial outdoor storage needs, large warehouses, or with a vehicle fleet that involves heavy equipment or is more than 26 vehicles, requiring large areas for storage of vehicles or equipment.

Manufacturing. A use primarily involving the processing, fabrication, packaging, or assembly of goods, from raw materials or partially competed secondary materials. Products may be finished or semi-finished and are typically stored and shipped to other areas for distribution to businesses, consumers, or retail outlets. Accessory sales, display, or customer service areas may be provided. Excludes feedlots, stockyards, animal slaughterhouses, and facilities related to marijuana or medical marijuana.

Manufacturing – Limited / Artisan (<10K). A small-scale manufacturing use producing primarily finished products with limited need for storage of materials or finished products with a building size less than 10,000 square feet. The use produces no negative byproducts such as smoke, odor, dust or noise discernable from outside of the building. Deliveries and distribution are made by general commercial delivery services requiring no special large truck access. Products or services are often made available to the public on premises generating customer activity. Examples include artists' studios, small bakeries, brewpubs, small wood or metal shops, or similar craft manufacturing.

Manufacturing – Small (10K – 30K). Manufacturing primarily from previously prepared materials of finished products or parts within a building size less than 30,000 square feet. The activities produce little or no byproducts such as smoke, odor, dust, or noise discernable from outside of the building; and where distribution and delivery needs occur through light to moderate commercial truck access. Examples include research labs or

facilities, small equipment or commodity assembly, warehousing or wholesaling of consumer products, commercial bakeries, non-retail laundry services, or similar businesses that provide products for support of other businesses.

Manufacturing – Medium (30K – 100K). A manufacturing use that produces little or no byproducts such as smoke, odor, dust, or noise discernable from beyond the property within a moderate-sized building between 30,000 and 100,000 square feet. Limited outside storage may be necessary, and where distribution and delivery needs require occasional large truck access. Examples include research labs or facilities, small equipment or commodity assembly, non-retail laundry services, commercial bakeries, or food and beverage processing.

Manufacturing – Large (>100K). Manufacturing from previously prepared materials or raw materials into other materials or finished products requiring a large building over 100,000 square feet. The activities may produce byproducts such as noise, dust, smoke, or odor, but are mitigated to limit impacts beyond the property boundary. Outside storage and activities may be necessary, and distribution and delivery needs involve frequent or large truck access. Examples include large-scale manufacturing or fabrication plants, large equipment assembly, food production and processing plants, metal fabrication plants, chemical laboratories or other similar high-intensity manufacturing or distribution operations.

Manufacturing – Heavy (any size). Manufacturing or compounding processes with raw materials, including some that may be hazardous, noxious, or combustible. These activities are capable of producing significant byproducts such as noise, dust, smoke or odor beyond the building or site. Hazardous materials may be stored, used, or produced as a typical part of the business, and distribution involves heavy truck, freight, and machinery access. Examples include chemical, wood or metal storage and production, quarries and mining, fuel refining and storage, pressing and drying plants, asphalt or cement production, or similar heavy or hazardous manufacturing operations.

Warehouse & Storage. An industrial use engaged in the business of keeping goods and products for interim or long-term periods for personal or business uses, or for the distribution to other businesses and industries. Examples include any related logistic services related to this business such as labeling, bulk packaging, inventory control, or light assembly. Warehouse and storage uses are refined further based on the scale, format and intensity as follows:

Warehouse & Storage – Indoor, Small (<20K). A storage use where individuals store personal property in units or space leased or rented on a periodic basis and where all storage units are accessed from within the principal building. Interior storage space is limited to less than 20,000 square feet. Examples include small indoor self-storage or small commercial warehouse.

Warehouse & Storage – Indoor, Medium (20K – 100K). A storage use for businesses or larger personal products where all items are stored indoors. Interior storage space is limited to between 20,000 and 100,000 square feet. Examples include large indoor self-storage, commercial warehouses, small distribution centers, warehouse outlets for bulk items such as furniture or appliances, and long-term garages for vehicles or recreation equipment.

Warehouse & Storage – Indoor, Large (>100K). A large-scale facility for long-term storage or products or supplies, or where goods are stored on-site temporarily for the purpose of delivery to other business outlets or final destination, and where the nature of the operation has frequent daily truck traffic. Interior storage space is greater than

100,000 square feet. Examples include large commercial or industrial storage facilities, commercial warehouse, or distribution centers.

Warehouse & Storage – Outdoor, Small (<2.5 acres). A use for the public where individuals store personal property in units leased or rented on a periodic basis. Units are accessed directly from the outside. Lot sizes for storage buildings, storage yards, and all associated access is limited to under 2.5 acres. Examples include small outdoor self-storage mini warehouses or small equipment storage yard.

Warehouse & Storage – Outdoor Large (>2.5 acres). A use for the public or supporting other businesses and industries where large-scale household items or machinery, commercial products, raw materials, or supplies are stored on an outdoor lot. Lot sizes to accommodate this use are greater than 2.5 acres. Examples include large outdoor self- storage mini warehouse, boat or RV storage, building supply lots, or similar industrial supply storage yards.

Warehouse & Storage – Chemicals, Waste, or Hazardous Materials. The use of grounds for storing, processing, disposal or distribution of any industrial waste, chemicals, or hazardous materials.

Waste Management. Facilities used to collect, process, repurpose, transfer, or dispose of waste created by other uses in the city. Waste management uses are refined further based on the intensity as follows:

Waste Management – Hazardous Waste Facility. Any facility that deals with the final disposal, or the storing and preparation for final disposal of any hazardous materials.

Waste Management – Landfill. A large-scale disposal point for non-recyclable or non-reusable material, which may include aggregation, separation, or compaction of solid waste to delivery at other locations, or the management and operation of final disposal.

Waste Management – Recycling Center. A large-scale disposal point for recyclable or reusable material, where storage or processing of materials may occur on site.

Waste Management – Scrap and Salvage Yard. An outdoor facility for the storage, dismantling, repurposing, or disposal of parts or large equipment.

Waste Management – Sewage Treatment Plant. A facility used to treat and process water and wastewater for further distribution or disposal.

E. **Urban Agriculture Uses.** The cultivation, processing, and marketing of food within an urban environment, with a primary emphasis on operating as a business enterprise.

Community Garden. The growing and cultivation of fruits, flowers, herbs, vegetables and/or ornamental plants by an individual or group of individuals for personal or group use, consumption, donation, subscription, shares and for on-site distribution or sale to the general public.

Commercial gardens may be divided into separate plots for cultivation by one or more individuals or may be cultivated collectively by members of the group and may include common areas maintained and used by group members. Not to include marijuana or medical marijuana facilities.

Market Garden. The growing and cultivation of fruits, vegetables, herbs, flowers, or other

plants for commercial purposes, including on-site sales and distribution to local markets, restaurants, or consumers. Market gardens operate on a scale smaller than traditional farms and may involve intensively managed plots in urban or peri-urban areas.

36-11.03 Glossary of Design Terms

This section is a glossary of architecture and design terms that explains concepts, strategies, and techniques used to affect building and site design.

A. **Architectural Style.**

When used generally, architectural style refers to a distinctive manner of expression, fashion or composition of building elements at a specific time.

When used specifically, architectural style refers to a prevalent local or historical style that is documented with common or typical techniques in assembling building elements and form, and where variations within the style follow common rules of application for materials, massing, or composition of the details. (i.e. Art Deco, Colonial Revival, Craftsman, Mid-Century Modern, Mission, Spanish Colonial Revival, Tudor Revival, Victorian, etc.)

B. **Urban Design**. The process of giving form, shape, and character to the arrangement of buildings on specific sites, in whole neighborhoods, or throughout a community. Urban design blends architecture, landscaping, and city planning concepts to make an urban area accessible, attractive, and functional.

C. **Building Elements.** Buildings are made up of vertical elements, horizontal elements, details, and ornamentation that break up the building elevations into distinct components and establish the form and scale of the building. Building elements may include:

1. *Awning*. A sloped or rounded framed projection attached to a wall and extended over a window or door to provide protection from the natural elements.

2. *Bay (window)*. A bump out in the facade typically associated with an element of the interior floor plan but located to provide balance and relief to the massing on the exterior facade. A bay is usually associated with a window.

3. *Belt Course*. A continuous row or layer of stones, brick or other primary building material set in a wall and in line with changes in stories, changes in materials, or windowsills. Belt courses make a visually prominent horizontal line to break up a wall plane by using a distinct material or implementing a distinct pattern of the material.

4. *Bracket.* A projecting support placed under an eave or other projection with design qualities and details that add emphasis to the roof structure or massing element.

5. *Canopy.* A flat roofed projection attached to a wall and extended over a window, door, or walkway, or a freestanding structure over a walkway or service area that gives protection from the natural elements.

6. *Clerestory Window*. A window high on a wall section above eye level and used to permit light or air into areas that otherwise do not have windows due to functional constraints of the building.

7. *Column*. A supporting pillar, especially one consisting of design qualities and details that add emphasis and ornamentation to a portion of the facade, or any roof structure or area it supports.

8. *Cornice.* An ornamental topping projecting from the wall with design qualities and details that crowns a structure along the top near the roof, with an emphasis that is compatible with but more elaborate than other similar details and ornamentation on the building.

9. *Eaves.* A projecting lower edge of a roof structure overhanging a wall, where larger eaves can increase the prominence of the roof as a "cap" to the building and protect portions of the facade (particularly windows) from the natural elements.

10. *Facade*. The exterior of a building exposed to public view, and particularly the front.

11. *Facia.* The exposed vertical edge of the roof often with design qualities and details that add emphasis and ornamentation to the roof structure.

12. *Foundation*. The base upon which the entire structure sits, designed with stronger, heavier materials, and often includes details and ornamentation to emphasize a buildings connection to the ground. This creates a sense of permanence, and transition to the main wall plane for vertical articulation.

13. *Gable.* The triangular and vertical portion of a wall plane between intersecting roof pitches.

14. *Lintel.* A horizontal beam, typically over a door, window, or storefront to support and add accent to the structure above.

15. *Parapet*. A vertical extension of the wall plane above the roof, typically used to hide a flat or low-sloped roof and the rooftop equipment, or function as a firewall for attached structures.

16. *Pediment*. A gable or ornamental tablet or panel, typically triangular or arched, placed above a point of emphasis on a facade and often supported by columns or pilasters.

17. *Pilaster*. A projecting vertical element on a wall plane used to give the appearance of a supporting column and used to articulate the extent of a wall plane or other component of a facade.

18. *Sidelight*. A window with a vertical orientation along an opening (door or window) that is narrower than the opening but provides emphasis to the importance of the opening with expanded transparency, additional trim and ornamentation, or other architectural details.

19. *Transom.* A window above an opening (door or window) built on a horizontal crossbar that may provide light and/or swing open to add ventilation.

D. **Building Form.** Building form refers to the outward three-dimensional envelope of a building or space affected by the mass, shape, composition, and articulation of building elements.

a. *Mass.* Mass is the volume (height x width x depth or height x building footprint) defined by a structure relative to its surroundings.

b. Shape. Shape affects the massing and refers to the simplicity or complexity of the outer dimensions of surface planes (wall planes or roof planes), and their orientation (horizontal/vertical; symmetrical/asymmetrical).

c. *Composition.* Composition is how the different building elements or materials are arranged to either distinguish or coordinate a particular shape or mass.

d. *Proportion.* The relative physical sizes within and between buildings or distinct components of the building or facade.

e. *Rhythm.* A regular pattern of shapes, including windows, doors, projections or massing, or groups of dissimilar elements that create a repeating pattern.

f. *Articulation.* Articulation is using architectural elements to clearly call out a different portion of the composition, shape, or mass and break the building form into smaller, identifiable pieces.
   i. *Horizontal Articulation*. Breaking the mass down through different levels of height on the building, particularly for taller buildings, or by a step back or other voids in the massing.
   ii. *Vertical Articulation*. Breaking the mass down through different bays or structural components along the length of the building elevation, particularly for longer, larger footprint

buildings.

g. *Primary Entrance Features*. The entrance of a building that establishes the orientation to streets and public spaces, intended to be the main pedestrian or public entrance, and therefore includes enhancements, human-scale details, or social space to show the priority and importance of the space.
   i. For residential buildings the entrance feature typically includes one of the following:
      1. *Porch.* A moderate to large outdoor space shaped by small walls, railings, and/or roof structures, extending across a significant portion of the building frontage, and providing enough space and depth for comfortable gathering and seating.
      2. *Stoop.* An elevated platform, typically 2 to 5 steps, that includes a small seating or gathering area, and is emphasized with enhanced architectural details on the building or the stoop.
      3. *Entry Court.* A small to moderate recession in the building footprint providing access to a more remote entrance, but emphasized with enhanced landscape, edge walls or planning, and gateways, and may include small seating or gathering areas.
   ii. For non-residential or mixed-use buildings the entrance feature typically includes one of the following:

      1. *Arcade or Gallery.* A semi enclosed area along a frontage and includes arches or support columns at regular intervals, and can include habitable spaces on upper stories above the space.
      2. *Marquee.* A flat roofed surface, typically embellished with architectural details and integrated lighting and signs, that creates a large covered areas at the entrance of the building.
      3. *Courtyards or Plazas.* Small to moderate open spaces meeting the site open space design standards, and located to emphasize a building entrance.
      4. Other facade enhancements such as arches, awnings, canopies, pediments, or ornamental windows that express the priority of the entrance.

h. *Altering Form.* Techniques to alter the form of a building and affect the scale include:
   i. Main mass and wing or secondary masses;
   ii. Stepping back in the wall plane, usually larger differences (i.e. >4 feet) at upper story(ies);
   iii. Cantilever or overhangs, usually a smaller distance (i.e. 1 to 4 feet) over a lower story;
   iv. Off-sets or breaks in a wall plane in relation to interior floor plan or outside space, not to the level of creating a wing or secondary mass;
   v. Dormers, including a window and sub-roof within roof structure;
   vi. Projections of an element of the facade composition such as a bay window, entry feature, or eave; and
   vii. Using proportion, rhythm, and articulation in the composition of buildings in addition to or in association with any of the above techniques to allow larger elements to appear smaller or achieve a human-scale.

E. **Scale of Building.** Scale refers to the perceived or relative size of a form in relation to something else – usually a person, a social space (courtyard, lot, streetscape, etc.), or another building. For example, "human scale" refers to how spaces or objects relate to and are experienced or perceived by people at a close range and a slow pace. Scale can be affected by the mass, shape, composition, or articulation of the form to make an otherwise larger form seem smaller or more relatable based on how the components are perceived.

F. **Compatibility.** Compatibility refers to the similarity of buildings and sites to adjacent properties or to prevalent patterns and themes in an area. In general, the elements of compatibility will include combinations of the following:

   a. Similar proportions of building masses, particularly nearest to the property lines and other adjacent buildings;

   b. Similar orientation of the building including the relationship to streetscapes, the shaping of open

spaces, and the locations and arrangements of the building footprint;

c. Similar window and door patterns, including location, size, and proportions;

d. Similar roof lines (planes, pitches, profiles and details);

e. Similar building materials, particularly primary building materials, or where materials differ, they share common textures or color palates;

f. A common architecture style, including the facade composition and materials; however, many styles can allow differences in design within the style.

Note: Compatibility does not necessarily mean the same, but rather a sensitivity to the context, adjacencies, and character of the area. While not all of the above elements are necessary for compatibility, the greater the number that are similar, the greater the compatibility will be. Significant departures from any one element should be compensated with either greater similarity of other elements or by similarity of more elements. Where things are not compatible, transitions should occur through space and landscape buffer designs.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-154 (CARROLL)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending the Springfield City Code, Chapter 36, Article 10, Section 36-10.09.C.5, 'Marijuana & Medical Marijuana Uses,' to allow drive-thru facilities to operate until 1:30 a.m. (By: V3 MO Vending 5, LLC; Citywide; Marijuana & Medical Marijuana Uses Drive-Through Hours of Operation Amendment.)

PURPOSE: To amend Chapter 36, Article 10.09, Marijuana and Medical Marijuana Uses, of the Land Development Code. (Planning and Zoning Commission recommends approval).

BACKGROUND INFORMATION:
Text Amendment: Marijuana & Medical Marijuana Uses Drive-Through Hours of Operation Amendment
The private citizen request is to amend Chapter 36, Article 10, Section 9.C.5., Marijuana & Medical Marijuana Uses; to allow marijuana and medical marijuana drive-through facilities to operate until 1:30 a.m.

REMARKS:The Planning and Zoning Commission held a public hearing on June 11, 2026, and recommended approval, by a vote of 5 to 2. The Planning and Development staff makes no recommendation (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION

1. The proposed amendment is consistent with the Forward SGF This item was postponed at the March 12, 2026, Planning and Zoning Commission meeting and is subject to using the old code text amendment process.

2. This text amendment is a request by a private entity/applicant to amend Section 36-474(e), Marijuana and Medical Marijuana Facilities, of the Zoning Ordinance to allow marijuana and medical marijuana drive-through services to operate until 1:30 a.m.

3. The applicant operates a cannabis facility at 850 E Kearney St, Springfield, MO 65803, and seeks this amendment to better serve customers whose schedules or medical needs require extended access to cannabis products outside current permitted operating hours.

4. There are 9 existing marijuana dispensaries within Springfield city limits from State records.

5. The current regulations state that all marijuana and medical marijuana facilities shall be closed to the public between the hours of 10:00 p.m. and 6:00 a.m. No person(s) not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises, during that time.

6. There don't appear to be any other larger Missouri cities that have recently changed their regulations to allow for 24/7 drive-thru marijuana facilities; however, Kansas City and St. Louis have proposals that may change the typical 8 a.m. to 10 p.m. hours of operation. A recently discussed proposal in Kansas City aims to amend the city zoning code to permit dispensaries to operate 24/7, but only if they are located at least 1,000 feet from residentially zoned areas. Other facilities would remain restricted to 8 a.m to 10 p.m. The 24-hour use designation would be granted with a special use permit and valid for up to 5 years. In St. Louis, a bill was recently introduced to extend operating hours until midnight. O'Fallon, Missouri (Pop. 96K) recently changed their laws to allow for 24/7 drive-through marijuana dispensaries.

7. There are drive-thru liquor establishments in Springfield currently. Section 311.290, RSMo, prohibits the sale of liquor between 1:30 am and 6:00 am. Section 10-2 of City Code references and incorporates state law. This amendment appears to align with the requirements for the sale of liquor.

8. The Springfield Police Department, after review of the proposed revisions, has no comments.

9. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of this amendment and public hearing dates for comment.

10. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall first have had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

STAFF RECOMMENDATION:This is a privately initiated text amendment, so staff has

provided facts and relevant information for City Council to utilize when deliberating this matter.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. Marijuana Drive-Thru Text Amendment
2. Marijuana and Medical Marijuana Facilities Hours of Operation Amendment _exhA
3. Marijuana and Medical Marijuana Facilities Hours of Operation Amendment_exhB

One-rdg. _____
P. Hrngs. ___X___
Pgs. _____
Filed: ___07-07-26___

Sponsored by: _____Carroll_____

First Reading: _____ Second Reading: _____

COUNCIL BILL ___2026-154_____ GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING the Springfield City Code, Chapter 36, Article 10, Section 36-10.09.C.5, 'Marijuana & Medical Marijuana Uses,' to allow drive-thru facilities to operate until 1:30 a.m.

_____

WHEREAS, Chapter 36, Article 10, Section 36-10.09.C.5 currently requires all marijuana and medical marijuana facilities to be closed to the public between the hours of 10:00 p.m. and 6:00 a.m.; and

WHEREAS, a private citizen owning a marijuana dispensary with the City of Springfield city limits has submitted a request to amend Section 36-10.09.C.5 of the Springfield City Code; and

WHEREAS, such proposed amendment would allow marijuana and medical marijuana drive-through facilities to operate until 1:30 a.m., which would align with Section 10-2 of the City Code, which concerns the sale of liquor within city limits; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing regarding the proposed amendment to Section 36-10.09.C.5 on June 11, 2026, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit A," and recommended approval of the proposed change by a vote of 5 to 2; and

WHEREAS, proper notice was given of a public hearing before City Council, and said hearing was held in accordance with the law.

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

Section 1 – Chapter 36, Article 10, Section 10.09.C.5 of the Springfield City Code is hereby amended as follows:

(Note: Language to be added is **bolded and underlined**, and language being removed

is ~~stricken~~.)

10.09 Marijuana & Medical Marijuana Uses

C. **Specific Use Standards.** Marijuana and medical marijuana facilities shall meet the following additional standards in districts where they are permitted or allowed by conditional use permit.

5. All marijuana and medical marijuana facilities shall be closed to the public between the hours of 10:00 p.m. and 6:00 a.m. No persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises, during that time~~.~~**; provided, however, that drive-through services may operate until 1:30 a.m.**

Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – June 11, 2026

Marijuana & Medical Marijuana Uses Drive-Through Hours of Operation Amendment
Citywide
Applicant: V3 MO Vending 5, LLC

Daniel Neal states that this is a request to allow marijuana dispensaries with drive-through facilities to operate until 1:30am.

Commissioner McClure wanted to verify if this request, if adopted, applies to all dispensaries in the city and Mr. Neal noted that it would apply to all the dispensaries in town. Additional questions regarding how many dispensaries have drive-through compacity and Mr. Neal stated that he is not sure.

Mr. Doennig opened the public hearing.

Mr. Ryan DeBoef, 950 E. Brookside, noted that the request aims to capture additional commercial sales and tax revenue. The initial request for 24/7 operation was revised after collaboration with city staff, police, and city council to align with liquor store hours, accommodating police department staffing protocols and the amendment would apply to all 9 licensed dispensaries in Springfield (not just the applicant's single location).

He also stated the heavily regulated dispensaries from unregulated "vape shops" selling similar products that can operate 24/7 without oversight and that their dispensary has had no security incidents and believes aligning with liquor store hours addresses police concerns.

Commissioner Jacquez asked if the City of Springfield has a code or requirement for dispensaries to have security on site during operating hours. Mr. DeBoef believes that they have some requirements through State amendments.

Commissioner Scott questioned direct correlation between alcohol and marijuana sales for regulatory purposes, particularly regarding open container laws and lack of a long track record for marijuana sales. Mr. DeBoef noted there's a belief that some of the same security incidents would exist around alcohol and liquor stores.

Commissioner Pauly asked about different correlations between a lot of established companies within the city of Springfield asking if he views the dispensary being recreational, or being medicinal? Mr. DeBoef stated that he believes it is both and say people both with a medicinal marijuana card and people from a recreational perspective on marijuana are using the dispensary.

Commissioner McClure questioned DUI and the reason for police officers working until 1:30am for potential DUI's. Mr. DeBoef stated that he did not have the data, but believes DUI's correlate more toward sales by the drink of liquor than liquor store sale of liquor. Additional questions about selling vape products and was informed that they sell various forms of marijuana.

Mr. Doennig closed the public hearing.

Commissioner Pauly stated, "Since this came before us and listening to our speaker here this evening as well, looking at what this Commission had put forward recently with the improvements along Kearney Street. I looked at the number of identified dispensaries that we have in the City of Springfield, which are currently 9 and we don't have a number of how many that do have a drive-through. I feel some concern that we're putting some of these businesses at a disadvantage, not only along Kearney Street as we're trying to improve that area of Springfield, but also those dispensaries around the rest of the City of Springfield that don't currently have a drive-through ability. I also asked the speaker how he and his client viewed their dispensary, their business and I find it kind of interesting that, yes, it is being viewed as both recreational and medical. You have a foot in both camps, and I think we need to figure out exactly what this is before we go forward with it and because of these different items that I've just pointed out, I will not be supporting this tonight."

Commissioner Scott stated, “I have trouble drawing the equivalency between alcohol sales and marijuana sales and in particular Commissioner Harris kind of got close to touching on this, we still have an open container law inside of vehicles for alcohol, but I presume that someone can lawfully crack open their package of marijuana and light up as they're driving and I see some danger with that and I'm not comfortable. We have talked about the fact that there's a track record with alcohol sales, the first reported liquor store was opened in Charleston, South Carolina in 1686 and so we have a track record of how alcohol sales are handled and the challenges around that, but I don't see the track record for this yet, it may happen at some point in time. But I must respect the fact that whoever put these regulations in place did their own due diligence, and I don't feel comfortable unwinding their due diligence in a 10-minute presentation or 15-minute presentation and for those reasons, I won't be supporting this either.”

Commissioner Morris and Commissioner Jacquez asked how many dispensaries the owner has and was told the applicant has 9 dispensaries in Missouri and 1 in Illinois. Mr. Daniel Neal stated that he researched the total amount of dispensaries for the City of Springfield, and they have 9 licensed dispensaries.

Commissioner Jacquez stated that he appreciated the applicant’s due diligence by working with the staff and police and feels like there is a comparison in terms of drive-through on a controlled substance, alcohol and a drive-through on a controlled substance for the dispensary. He stated that he would be voting in support of this proposal.

Commissioner Doennig stated, “In the City of Springfield, drive-through liquor stores must be closed from 1:30 to 6:00am, so if you want to drink and drive, you buy your liquor before 1:30am. I would also argue that anybody who wants to have marijuana or whatever, is going to do the same thing, so the hours that a place is open are going to change necessarily the outcome of how that plays out in terms of automobile accidents or anything like that. Where I really struggle with this question is this - before we had recreational marijuana, we as a State approved medical marijuana. Currently you can't go to Walgreens and get medical marijuana because they don't have it, so there's no other drug that's out there that we say, ‘Oh, I'm sorry, you can't buy your amoxicillin after 10:00pm.’ You can buy any other drug after 10:00pm but you can't buy amoxicillin, so to me, we're talking about a drug that has been proven to work for people for several medical reasons. We're saying, okay, people, I'm sorry, but because your drug is also recreational, we're not going to allow you access to it after 10:00pm and I have a big problem with that. For me personally, I feel very strongly that it should be 24/7 as we dispense every other drug, federally regulated, state regulated. Walgreens doesn't have all of their pharmacies that are open 24 hours, there are just some that are open 24 hours because obviously the number of people who are out there at later hours goes down and you don't need all those places open and I see marijuana as nothing different than any other drug that's out there, so I intend to support this for all those reasons.”

COMMISSION ACTION:
Planning and Zoning Commissioner McClure moved to approve Marijuana & Medical Marijuana Uses Drive-Through Hours of Operation Amendment. Commissioner Jacquez seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Jacquez, Commissioner McClure, Commissioner Gunther, and Commissioner Morris. Nays: Commissioner Scott and Commissioner Pauly. Absent: Commissioner Souliere and Commissioner Hunton. Abstain: None.

Bob Hosmer, AICP
Planning Manager

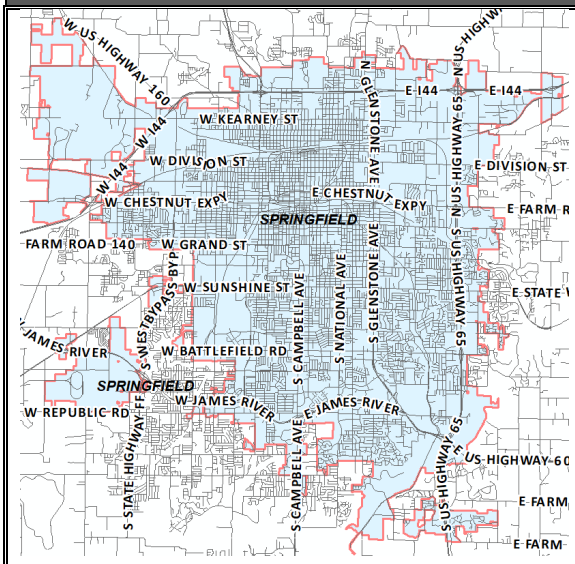
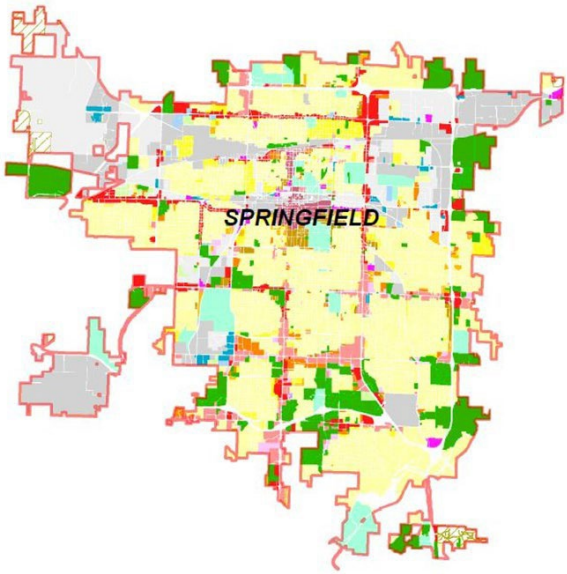
CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION:	
Case Number:	Marijuana & Medical Marijuana Uses Drive-Through Hours of Operation Amendment
Location:	Citywide
Applicant:	V3 MO Vending 5, LLC
Neighborhood Meeting:	NA
Planning and Zoning Commission:	June 11, 2026
City Council:	July 13, 2026
Public Notification:	Legal in Springfield News-Leader
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	No staff recommendation
Proposed motion:	I move to recommend approval of the text amendment to Chapter 36, Article 10.09 as set forth in Attachment 1 to the staff report on this item. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

This item was postponed at the, March 12, 2026, Planning and Zoning Commission meeting. The request is to amend Chapter 36, Article 10, Section 9.C.5., Marijuana & Medical Marijuana Uses; to allow marijuana and medical marijuana drive-through facilities to operate until 1:30 a.m.

LOCATION MAP	ZONING MAP
	

CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments
(7) Findings by the commission.

(a)*Text amendments.* If the request is for an amendment of the text of this article, the recommendation of the planning and zoning commission may consider:

1. Whether the proposed text amendment is consistent with the Springfield Comprehensive Plan;
2. Whether the proposed text amendment is consistent with the intent and purpose of this article;
3. The areas of the city that are most likely to be affected by the proposed text amendment and the manner in which those areas will be affected;
4. Whether the proposed text amendment is necessitated by a change in conditions in the zoning districts affected and the nature of such changed conditions;
5. Information submitted at the public hearing.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

1. Not applicable

STAFF ANALYSIS AND RECOMMENDATION:

1. This item was postponed at the, March 12, 2026, Planning and Zoning Commission meeting and is subject to using the old code text amendment process.

2. This text amendment is a request by a private entity/applicant to amend Section 36-474(e), Marijuana and Medical Marijuana Facilities, of the Zoning Ordinance to allow marijuana and medical marijuana drive-through services to operate until 1:30 a.m.

3. The applicant operates a cannabis facility at 850 E Kearney St, Springfield, MO 65803, and seeks this amendment to better serve customers whose schedules or medical needs require extended access to cannabis products outside current permitted operating hours.

4. There are 9 existing marijuana dispensaries within Springfield city limits from State records.

5. The current regulations state that all marijuana and medical marijuana facilities shall be closed to the public between the hours of 10:00 p.m. and 6:00 a.m. No person(s) not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises, during that time.

6. There don't appear to be any other larger Missouri cities that have recently changed their regulations to allow for 24/7 drive-thru marijuana facilities; however, Kansas City and St. Louis have proposals that may change the typical 8 a.m. to 10 p.m. hours of operation. A recently discussed proposal in Kansas City aims to amend the city zoning code to permit dispensaries to operate 24/7, but only if they are located at least 1,000 feet from residentially zoned areas. Other facilities would remain restricted to 8 a.m to 10 p.m. The 24-hour use designation would be granted with a special use permit and valid for up to 5 years.

In St. Louis, a bill was recently introduced to extend operating hours until midnight. O'Fallon, Missouri (Pop. 96K) recently changed their laws to allow for 24/7 drive-through marijuana dispensaries.

7. There are drive-thru liquor establishments in Springfield currently. Section 311.290, RSMo, prohibits the sale of liquor between 1:30 a.m. and 6:00 a.m. Section 10-2 of City Code references and incorporates state law. This amendment appears to align with the requirements for the sale of liquor.

8. The Springfield Police Department, after review of the proposed revisions, has no comments.

9. The Growth and Development Advisory Committee (GDAC), Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of this amendment and public hearing dates for comment.

10. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

STAFF RECOMMENDATION:

1. This is a privately initiated text amendment so staff has provided facts and relevant information for the Commission to utilize when deliberating this matter to take appropriate action given the options provided below.

PLANNING AND ZONING OPTIONS:

The Planning and Zoning Commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the text amendment.
2. Recommend a change in the text amendment.
3. Recommend a change in the text amendment together with recommendations which, in the judgment of the planning and zoning commission, will ensure that the proposed amendment is consistent with the purpose and intent of this article.

DEVELOPMENT REVIEW STAFF REPORT

PROPOSED AMENDMENT:

Attachment 1

Note: The existing language is black. Language to be added is underlined and to be removed is ~~stricken~~.

10.09 Marijuana & Medical Marijuana Uses

C. **Specific Use Standards.** Marijuana and medical marijuana facilities shall meet the following additional standards in districts where they are permitted or allowed by conditional use permit.

5. All marijuana and medical marijuana facilities shall be closed to the public between the hours of 10:00 p.m. and 6:00 a.m. No persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises, during that time~~.~~; provided, however, that drive-through services may operate until 1:30 a.m.

April 6, 2025

City of Springfield
Attn: Planning and Zoning Commission
840 Boonville Avenue
Springfield, MO 65802

RE: Application for Text Amendment to Springfield Municipal Code Article 3, Division 5, Section 36-474

Dear Members of the Planning and Zoning Commission:

V3 MO Vending 5, LLC ("Applicant") submits this application for a text amendment to the Springfield Municipal Code pursuant to Section 36-367(3)(b) to amend Section 36-474(e), extending operating hours for licensed cannabis facilities to more closely align with Springfield's existing alcohol sales hours, permitting drive-through-only operations from 10:00 p.m. until 1:30 a.m. while maintaining all other existing restrictions.

The Applicant operates a cannabis facility at 850 E Kearney St, Springfield, MO 65803, and seeks this amendment following discussions with multiple city officials regarding a reasonable approach to cannabis operating hours that aligns with Springfield's existing regulatory framework for alcohol sales.

This application is submitted in compliance with the procedural requirements set forth in Springfield Municipal Code Section 36-367(3)(b).

I. REQUIRED APPLICATION INFORMATION

Per Springfield Municipal Code Section 36-367(3)(b)
A. Name and Address of Applicant:

- **Applicant Name:** V3 MO Vending 5, LLC
- **Applicant Address:** 850 E Kearney St, Springfield, MO 65803
- **Contact Person:** Nick Liaromatis
- **Phone:** 630-747-3542
- **Email:** nick@terrabis.co

B. Section of Ordinance Proposed to be Amended: Springfield Municipal Code Article 3, Division 5, Section 36-474, subsection (e); Operating hours restrictions for marijuana and medical marijuana facilities.

C. Current Text of Section 36-474(e): *"All marijuana and medical marijuana facilities shall be closed to the public between the hours of 10:00 p.m. and 6:00 a.m., no persons not employed by the business shall be on the premises, and no sales or distribution of marijuana shall occur upon the premises during that time."*

D. Exact Wording of Proposed Amendment: The Applicant proposes to amend Section 36-474(e) to read as follows:

"All marijuana and medical marijuana facilities shall be closed to the public for in-store sales between the hours of 10:00 p.m. and 6:00 a.m., no persons not employed by the business shall be permitted inside the facility during such hours, and no in-store sales or distribution of marijuana shall occur within the interior premises during that time; provided, however, that drive-through services may operate until 1:30 a.m."

E. Identification of Applicant's Property: The Applicant leases, controls, and operates a licensed marijuana dispensary facility located at 850 E Kearney St, Springfield, MO 65803. This property would directly benefit from the proposed amendment by allowing extended drive-through operations until 1:30 a.m., consistent with alcohol sales hours, to better serve customers with varying schedules.

F. Effect on Other Properties: All other licensed marijuana and medical marijuana facilities within the City of Springfield that are subject to the current operating hour restrictions in Section 36-474(e) would be equally affected by this amendment. The proposed change would provide uniform opportunity for all qualifying facilities to operate drive-through services until 1:30 a.m.

II. SUBSTANTIVE JUSTIFICATION

A. Business Rationale for Extended Drive-Through Operations: The Applicant originally submitted this application seeking 24-hour drive-through operations. Following productive discussions with multiple city officials, the Applicant revised its proposal to align cannabis operating hours with Springfield's existing alcohol sales hours. This revised approach reflects a collaborative effort to develop a reasonable regulatory framework that:

1. Treats cannabis sales in a manner consistent with alcohol sales.
2. Aligns with existing police staffing levels and patrol shift schedules that already account for the 1:30 a.m. alcohol sales cutoff, requiring no additional public safety resources or adjustments.
3. Reflects the Applicant's commitment to working within the community's existing regulatory expectations, as demonstrated through input received from the Chief of Police and other city officials**.**
4. Addresses the inconsistency of regulating cannabis operating hours more strictly than alcohol sales hours, when both are legal products subject to state and local oversight.
5. Builds on demonstrated success in other Missouri municipalities, including O'Fallon, which has permitted extended drive-through cannabis operations with zero reported safety or security incidents, as detailed in the attached letter from Mayor Bill Hennessy.

B. Public Benefit and Regulatory Consistency Arguments: Aligning cannabis operating hours with alcohol sales hours provides public benefits and promotes rational, consistent regulation:

1. **Customer Convenience:** Provides extended access to state-regulated, tested, and safe cannabis products for customers whose schedules prevent them from visiting during current hours.
2. **Economic Development:** Increased tax revenue for the City through extended sales opportunities, supporting local government services and community programs.
3. **Competitive Positioning:** Springfield would demonstrate a rational, consistent approach to cannabis regulation by treating it comparably to alcohol, a regulatory philosophy that recognizes both products as legal substances subject to similar oversight and public safety considerations.
4. **Reduced Illicit Market Activity:** Providing legal access during extended hours reduces incentives for customers to seek products from unregulated, untested sources.

C. Economic Impact on the Community: Extended drive-through operations until 1:30 a.m. would generate positive economic impacts:

1. **Increased Tax Revenue:** Extended operating hours will increase sales volume, generating additional local sales tax revenue and state cannabis tax revenue.
2. **Job Creation:** Extended hours may require additional staffing, creating employment opportunities in the community.
3. **Supporting Business Activity:** Increased customer traffic may benefit nearby late-night businesses and contribute to overall commercial district vitality.

D. Comparison to Existing Alcohol Sales Regulations: Springfield currently permits alcohol sales until 1:30 a.m. Cannabis and alcohol are both legal products subject to state and local regulation, yet the current municipal code imposes more restrictive operating hours on cannabis facilities, requiring them to close at 10:00 p.m. The proposed amendment eliminates this inconsistency by aligning cannabis drive-through operating hours with the existing alcohol sales framework.

E. Facility Security Measures: Licensed cannabis facilities operate under security requirements that exceed those imposed on traditional pharmacies. As baseline conditions of state licensure, these facilities must maintain electronic access control with electronic locks at all access points, comprehensive exterior camera coverage, mandatory government-issued identification verification for every purchaser, and multiple panic and hold-up alarm points throughout the facility. During extended evening hours, drive-through-only operations further mitigate any security concerns by conducting all transactions through a secured service window with no customer access to the interior of the facility.

III. REGULATORY COMPLIANCE DISCUSSION

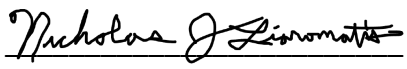
Missouri's Constitutional Amendment 3 (Article XIV, Section 2) does not impose state-level restrictions on operating hours for licensed cannabis facilities. The amendment specifically delegates authority to local governments to regulate "the time, place, and manner of operation of such facilities in the locality."

IV. FORMAL REQUEST

V3 MO Vending 5, LLC respectfully requests that the Springfield Planning and Zoning Commission recommend approval of this text amendment to the City Council. The proposed amendment represents a collaborative, measured approach developed following discussions with the Chief of Police and other city officials. It aligns cannabis operating hours with Springfield's existing alcohol sales framework, eliminating regulatory inconsistency while maintaining appropriate oversight. Because police staffing and patrol shifts already account for the 1:30 a.m. alcohol sales cutoff, the amendment should not require additional law enforcement resources. The amendment also creates opportunities for increased tax revenue and job creation while maintaining full compliance with state cannabis regulations.

The Applicant appreciates the guidance received in developing this revised proposal. We believe this amendment represents sound public policy that balances legitimate business needs with community interests, treats cannabis regulation consistently with existing alcohol sales regulations, and reflects a collaborative approach to municipal governance.

Respectfully submitted,



Nick Liaromatis
Chief Legal Officer
Phone: 630-747-3542
Email: nick@terrabis.co

FROM THE OFFICE OF MAYOR, BILL HENNESSY
100 NORTH MAIN STREET
O'FALLON, MISSOURI 63366
636.379.5500
FACSIMILE 636.379.5617
bhennessy@ofallonmo.gov
www.ofallonmo.gov

March 10, 2026

City of Springfield
Attn: Planning and Zoning Commission
840 N. Boonville Avenue
First Floor
Springfield, MO 65802

Subject: Extended Drive-Through Operations for Cannabis

Dear Members of the Planning and Zoning Commission:

As Mayor of O'Fallon, Missouri, I am writing regarding the proposed text amendment that would allow 24-hour drive-through operations at licensed cannabis facilities in the City of Springfield. O'Fallon has permitted these operations for some time, and I would like to share our experience as an example of how such a model can function successfully.

The City of O'Fallon elected to align our local regulations with the State of Missouri's standards for hours of operation. Terrabis, one of four licensed cannabis dispensaries in our community, has operated a late-night, drive-through-only service in our community for more than a year. During this period, the O'Fallon Police Department has recorded zero safety or security incidents associated with these late-night operations. In fact, we have not experienced a single incident at this facility since it opened five years ago. Terrabis has maintained exemplary communication and cooperation with our public safety team, and their security protocols have consistently met or exceeded expectations. They are, in my view, a model operator in our community.

As a long-time member of O'Fallon's Planning and Zoning Commission, I understand the complexity of evaluating amendments of this nature. I hope O'Fallon's positive experience with 24-hour drive-through operations will be helpful as you consider this proposal. If I can provide any additional information or insight, please feel free to contact me.

Sincerely,

Bill Hennessy

Bill Hennessy
Mayor

From: Kolaks
To: Neal, Daniel; Nick Robinson; DNA FRED; Goings, Justin
Subject: Re: Comments Requested - Proposed Text Amendment to P&Z and CC
Date: Saturday, May 30, 2026 5:04:25 PM

Daniel,
Thank you for including me with this. I didn't think it would take too long for them to try again.
TERRABIS claims 'economic development with increased tax revenue for the City through extended sales and reduce illicit market activity. Is TERRABIS implying their extended hours would decrease unlawful sales of drugs on the street? TERRABIS claims by aligning of weed sales with booze sales, it fits better with Police Staffing already in place for booze related traffic. This seems to imply that SPD has patrol cars on the street just to enforce DWI & DUI. I don't know if SPD does or doesn't have the patrol cars for such dedicated duty, but I do know we have SPD officers working 12 hour shifts because of lack of manpower. If the taxes generated alone from weed sales would entice 10 or even 6 more people to join SPD as dedicated Police officers for the street just for enforcement of DWI & DUI, I might give this amendment 5 more seconds of consideration and say NO! I don't understand how the law of the land does not allow cannabis sales and the laws of the neighborhood not only allows it but promotes the sales just by allowing cannabis sales in the city.

Regards,
Terry Kolaks rgil@duck.com
Support your Local Sheriff, Exciting Career Opportunities
in office & on road.
http://www.greenecountymo.gov/sheriff

On Friday, May 29, 2026 at 06:25:36 PM CDT, Neal, Daniel <dneal@springfieldmo.gov> wrote:

The attached text amendment is a request by a private entity/applicant to amend Section 36-474(e), Marijuana and Medical Marijuana Facilities, of the Zoning Ordinance to allow marijuana and medical marijuana drive-through services to operate until 1:30 a.m. instead of 10 p.m. (see attached application).

Planning and Zoning Commission will have a public hearing on the proposed amendments on June 11, 2026. City Council will have public hearing on these amendments on July 13, 2026.

If you have any additional questions or concerns, please, feel free to contact me or our department. I would also appreciate it if you don't reply to all since I have a wide range of boards and citizens that have been notified and they may not want to participate in an e-mail chain discussion.

Thanks,

From: Kevin Ray Evans
To: Neal, Daniel
Subject: Re: Comments Requested - Proposed Text Amendment to P&Z and CC
Date: Friday, May 29, 2026 10:36:54 PM

Dear Daniel,

Thank you for including me on this email. Below, is my response.

I've looked at the location of Terrabis on Google Maps. It seems to have a drive-in already. In fact, the cars are lined up three or more deep at the drive-up window on the south side of the building as viewed in StreetView.

Here are some questions that come to mind from this petition:

1. Why should marijuana dispensary hours of operation align with those of liquor/alcohol sales establishments as stated in the text of the petition?
2. The stated sales at Terrabis are for recreational and medical marijuana. In checking online, I found only two pharmacies that are 24-hour businesses in Springfield, both Walgreens. I understand the need for such businesses. I am not sure that the need for medical marijuana would rise to the level of an emergency if such substances were not available after 10:00 pm. If it was cast in the light of an emergency, then why would Walgreens not supply such substances as part of their offerings? If I am not mistaken, the drive-through operation would also include sales to people younger than 21 years of age, if they have obtained a legitimate medical card? Do we really want 18-year-olds driving to purchase marijuana at 1:30 am? Speaking from experience of having formerly been a teenager, it would seem that the most perilous decisions typically are made after midnight. Do marijuana users lack the capability of planning ahead? What would be the expected volume of traffic after 10:00 pm? If it is the only dispensary with such a permit, it could be substantial (I used to cruise Kearney as a teen).
3. It is a sort of slippery slope to allow one dispensary to stay open beyond 10:00 pm, so that all others would petition to do so as well. Are the fifteen hours from 7:00 am to 10:00 pm not sufficient to serve the clientele? Do we want all dispensaries open until 1:30 am? What would be the decision if a dispensary petitioned to be a 24-hour operation to serve their medical clients?

Here is one key observation:

1. This dispensary is located at the intersection of North Kellett and Kearney. It would seem that the entire area south of the business and across the street to the east are nothing

but single-family residential areas. I assume these people work and would prefer not to have traffic in and about that intersection after 10:00 pm. The assumption of the petitioner is that they should operate like a liquor store drive-through. Are walk up customers permitted to purchase at the window? Do the neighbors want walk up customers at a presumably well-lit establishment after 1:15 am?

I prefer not to restrict most businesses (and from all appearances, this seems to be a thriving one). It is not my neighborhood, but this seems like an issue best approached with advisement from the neighborhood residents in Woodland Heights. It is alway best to consider decisions as though they affect a small town in the middle a medium-sized city. Neighbors appreciate respect.

Best regards,
Kevin Ray Evans
953 E. Linwood Dr.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-159 (LEE)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Fire

TITLE: A special ordinance amending the budget of the Springfield Fire Department for Fiscal Year 2026-2027 in the amount of $83,558.92 to appropriate fund balances from the Fire Department Community Room, Public Education, and Hazardous Materials Funds.

PURPOSE: To amend the Fiscal Year 2026-27 budget by appropriating fund balance from Fire Community Rooms, Public Education, and Hazardous Materials Funds for Fiscal Year 26-27 expenditures to the General Fund for the purposes of fire station facility sustainment, public education activities, and support of fire department special operations capability.

BACKGROUND INFORMATION: The Springfield Fire Department has utilized special revenue funds dedicated to the sustainment and operation of specific program areas, which include community rooms, public education, and hazardous materials.

The Special Education Fund contains proceeds from multiple donations to support education and risk reduction activities. If approved, this bill will appropriate those funds to purchase smoke detectors for distribution throughout the community.

The Community Room Fund is made up of revenue from community room rentals to be used for sustainment of those spaces. This fund balance will be used for sustainment and renovation of those spaces to expand the fire station footprint to support operational needs of the fire stations and the welfare of our firefighters. These spaces will be converted to fitness spaces similar to our new stations, and provide for expansion of our breathing air and safety programs.

Submitted By: David Pennington, Fire Chief

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 07/21/2026

Attachments:
1. Fire BA
2. BA0001 Fire FY26-27 Community Rooms Public Ed and Special Ops BA

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-159 SPECIAL ORDINANCE _____

A SPECIAL ORDINANCE

AMENDING the budget of the Springfield Fire Department Fiscal Year 2026-2027 in the amount of $83,558.92 to appropriate fund balances from the Fire Department Community Room, Public Education, and Hazardous Materials Funds.

_____

WHEREAS, the Springfield Fire Department ("SFD") has historically utilized special revenue funds dedicated to the sustainment and operation of specific program areas, including the Community Room Fund, Public Education Fund, and the Hazardous Materials Fund; and

WHEREAS, the Community Room Fund is made up of revenue from community room rentals, to be used for sustainment and maintenance of those spaces; and

WHEREAS, the Public Education Fund is made up of donations to support education and risk reduction activities; and

WHEREAS, The Hazardous Materials Fund is used for the sustainment of the Hazardous Materials Team..

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

Section 1 – The budget for Fiscal Year 2026-2027 of the Springfield Fire Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0001, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 2 – City Council hereby finds that the budget adjustment made in Section 1 has been recommended by the City Manager.

Section 3 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 4 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0001

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15010	417010	000000	00000	$ 44,603.05	Transfer from Other Funds - Community Rooms
10110	10	15080	417010	000000	00000	30,955.87	Transfer from Other Funds - Public Education
10110	10	15070	417010	000000	00000	8,000.00	Transfer from Other Funds - Hzardous Materials
Net Revenue Adjustment						$ 83,558.92	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15010	508220	000000	00000	$ 44,603.05	Other Improvements
10110	10	15080	501260	000000	00000	30,955.87	Operating Supplies - Public Education
10110	10	15070	501260	000000	00000	8,000.00	Operating Supplies - Special Operations
22610	10	15010	509910	000000	00000	44,603.05	Transfer to Other Funds - General Fund
22630	10	15080	509910	000000	00000	30,955.87	Transfer to Other Funds - General Fund
22630	10	15070	509910	000000	00000	8,000.00	Transfer to Other Funds - General Fund
Net Expenditure Adjustment						$ 167,117.84	

Fund Balance Appropriation (414080):

Fund		Title	Amount
22610	10	Fire Community Rooms	(44,603.05)
22620	10	Fire Public Education	(30,955.87)
22630	10	Fire Hazardous Materials	(8,000.00)

Explanation: To amend the FY2026-27 budget by appropriating Fund Balance appropriations for Fire Community Rooms, Public Education and Hazardous Materials Funds for FY26-27 expenditures in General Fund for remodeling, public education and special operations.

Requested By:

6/12/26
Department Head Date

Approved By:

6/12/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-159
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-161 (JENSON)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Sewer Extension Cost Reimbursement Agreement with Camray Investments, LLC, for the recovery of proportional square foot costs of the construction of a sanitary sewer extension to serve Joint District 217 of Section 16 and establishing a sanitary sewer cost recovery area and a per square foot connection fee to reimburse the developer for proportional costs of construction of the sanitary sewer extension.

PURPOSE: Authorizing the City Manager, or designee, to enter into a developer's Sewer Extension Cost Reimbursement Agreement with Camray Investments, LLC, to recover proportional square foot costs of the construction of a sanitary sewer extension to serve Joint District 217 of Section 16; and establishing a sanitary sewer cost recovery area and a per square foot connection fee to reimburse the developer for proportional costs of construction of the sanitary sewer extension.

BACKGROUND INFORMATION: A new commercial development within Joint District 217 of Section 16 is to be constructed on Zimmer Road north of Sunshine Street. Currently, the City's sanitary sewer infrastructure stops short of this property and will need to be extended to provide service to the development. The developer has agreed to construct, at their own cost, the needed sanitary sewer extension totaling 676 linear feet of gravity sewer main. The extension will serve the development but will also make sewer service available to other tracts of land in the vicinity.

The City has established a mechanism, per City code Section 98-287, whereby if other properties connect to sewer infrastructure that was constructed by private contract, a pro rata contribution can be collected by the City and refunded to the Developer to offset a portion of their construction costs. The service area for this lift station extension has been identified to include the properties shown in Exhibit A of the Sewer Extension Cost Reimbursement Agreement ("Exhibit 1"). This service area includes 595,265 square feet. The developer's Sewer Extension Cost Reimbursement Agreement, if authorized by this Council bill, will establish a connection fee which will reimburse the developer for portions of the cost of this sanitary sewer extension as properties in this basin develop and connect to the sanitary sewer extension.

REMARKS: This agreement is similar to others the City has entered in the past when a developer must extend significant off-site sewers to serve a development. This developer's Sewer Extension Cost Reimbursement Agreement allows the developer to recover some of the costs of the privately financed infrastructure as other property owners take advantage of the sanitary sewer extension. The established connection fee

for the Joint District 217 of Section 16 Service Area will be $0.1974 per square foot of property connected ($117,479.50, the Developer's construction cost, divided by 595,265 square feet of area served). Environmental Services recommends passage of this Council bill.

Submitted By: Ron Petering, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 07/21/2026

Attachments:
1. Zimmer Road CRA_ord
2. Zimmer Road CRA_Exh1_Agree

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-161 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Sewer Extension Cost Reimbursement Agreement with Camray Investments, LLC, for the recovery of proportional square foot costs of the construction of a sanitary sewer extension to serve Joint District 217 of Section 16 and establishing a sanitary sewer cost recovery area and a per square foot connection fee to reimburse the developer for proportional costs of construction of the sanitary sewer extension.

_____

WHEREAS, Camray Investments, LLC, is developing Joint District 217 of Section 16, on Zimmer Road north of Sunshine Street, by constructing a new sanitary sewer extension to serve the development; and

WHEREAS, the area served by this sanitary sewer extension is 595,265 square feet and other property owners in the area may be able to take advantage of the sanitary sewer extension provided by Camray Investments, LLC; and

WHEREAS, the City and Camray Investments, LLC, desire to enter into a developer's Sewer Extension Cost Reimbursement Agreement wherein the City agrees to establish and collect a per square foot construction connection fee to recover and reimburse the developer for the proportional construction costs of the off-site sewer as other property owners connect to the sanitary sewer extension provided; and

WHEREAS, the established construction connection fee for the Joint District 217 of Section 16 Service Area will be $0.1974 per square foot of property connected, which is calculated by dividing the developer's construction cost of $117,479.50 by the amount of square feet of area served of 595,265.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into a developer's Sewer Extension Cost Reimbursement Agreement with Camray

Investments, LLC, said agreement to be in substantially the same form as the document attached hereto and incorporated herein by this reference as "Exhibit 1," and to do those things necessary to carry out the intent of the Agreement.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

SEWER EXTENSION COST REIMBURSEMENT AGREEMENT

AGREEMENT No. _____

THIS AGREEMENT, made and entered into this ___ day of _____, 20___, by and between the City of Springfield, Missouri, a municipal corporation, hereinafter referred to as the "City," and Camray Investments, LLC (Paul Frizzell), a Missouri [Limited Liability Company or Corporation], hereinafter referred to as the "Developer".

WHEREAS, the Developer, is the owner of a 2.33 acre property within a 11.66-acre drainage basin, which shall be served by Joint District 217 of Section 16, and desires to construct adequate sanitary sewer services; and

WHEREAS, the City owns and operates the sanitary sewer collection system and treatment plant (hereinafter the publicly owned treatment works or "POTW") which could serve the Springfield Urban Service Area, within which the subject property is located, and is agreeable to accepting and treating the sewerage from the development; and

WHEREAS, a new gravity sanitary sewer extension, which will be designated as Joint District 217 of Section 16 Sanitary Sewer Trunk Line (hereinafter "Trunk Line"), will need to be constructed to connect the development to the City's existing POTW. The new trunk sewer line will serve a common public need, benefitting multiple properties, for sewer service within the drainage basin, which will be designated as Joint District 217 of Section 16 Sanitary Sewer Trunk Line Service Area (hereinafter "Service Area"); and

WHEREAS, the City and the Developer desire to create a plan for adequate sewer to the area according to plans and specifications approved by the City, and known as PW Plan No. 2025PW0063; and

WHEREAS, the Trunk Line shall be constructed in accordance with City standards and specifications and, upon completion, inspection and approval by the City, Developer will deed, convey and assign all right, title, interest and possession of the Trunk Line to the City at no charge. City agrees to assume ownership and maintenance of the sanitary sewer system, pursuant to City Code §98-289; and

WHEREAS, the City will establish, at its expense, a Service Area boundary which will encompass the Trunk Line and the properties draining by gravity to the Trunk Line; and

WHEREAS, pursuant to City Code 120-256 the City shall thereafter collect a Service Area Connection Fee (hereinafter "Connection Fee") from each new connection within the Service Area for the privilege of connecting to the POTW, said Connection Fee to be used to provide partial reimbursement to the Developer according to the approved costs in constructing the sewer extension (hereinafter "Costs of the Project").

WHEREAS, there is an existing Trunkline Connection Fee in effect for this area, known as the West Bypass Trunk Sewer connection fee. This trunkline connection fee is $0.033 per sq. ft. of property connecting and will be added to the new fee established by Joint District 217 of Section 16.

WHEREAS, individual sewer districts will be assigned when all fees for a property are paid and a sewer permit is issued to connect to the joint main,

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, terms and conditions set forth herein, the Developer and the City agree as follows:

1. Developer agrees to:

A. *Consent to Annexation.* The Developer shall provide consent(s) to annexation for all Developer owned tract(s) served by the Trunk Line, pursuant to City Code §120-72.

B. *Construct the Trunk Line.* The Developer will coordinate and administer all design and construction efforts necessary to build the Trunk Line including:

i. Retain professional engineering and land survey firm(s), licensed with the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects to develop sealed construction documents consisting of, but not limited to, construction plans, technical specifications, and any necessary easement documents for the Trunk Line all of which shall comply with the standards and construction details established by the City.

ii. Upon completion of the construction of the Trunk Line, the Developer or Developer's contractor shall promptly restore all easements or licenses required for construction, to similar condition as existed immediately prior to the commencement of the work.

C. *Finance the Construction.* The Developer agrees to pay all approved Costs of the Project, including but not limited to, costs for the acquisition of Trunk Line easements or right(s)-of-way (not to exceed the actual acquisition cost and which are determined to be reasonable by the director of Environmental Services), licenses, reasonable cost of blueprints, advertising, mailings, reasonable engineering and inspection expenses, surveying, title insurance, planning fees and expenses, contractor services and costs for materials ("Costs of the Project").

D. *Turn Completed Trunk Line over to City.* After completion of the Trunk Line, according to the plans and specifications on file in the Public Works department and identified as PW Plan No. 2025PW0063, and upon inspection and approval of the constructed Trunk Line by the City, Developer will assign, deed and convey all right, title, easement(s), interest and possession of the Trunk Line to the City, free and clear of any liens or encumbrances, for its use, operation and maintenance.

E. *Provide Warranty and indemnification.* The Developer agrees to provide the following warranties, protections, and indemnifications to the City:

i. Provide the City with a one (1) year contractor's warranty covering all materials and workmanship involved in construction of the Trunk Line. Contractor's warranty shall be on a "full replacement value" basis, meaning that no deductible or other financial contribution is required of the City for correction of any warranty claims; and

ii. Developer will warrant and defend any sanitary sewer temporary or permanent easement(s) of the Trunk Line and will defend and indemnify the City, its successors and assigns, from and against the claims and demands of all persons whatsoever in connection with any claims arising from the acquisition of the easements required for construction of the Trunk Line; and

iii. Defend, indemnify, and hold the City harmless from any and all claims, losses, and liabilities, including but not limited to personal injuries, death, property damage, or property claims, which are caused by the Developer's contractor and/or its employees, contractors and subcontractors and which may arise out of or in connection with performance of this Agreement or construction of the Trunk Line.

2. <u>City Agrees to</u>:

A. *Grant of access*. To the extent that construction of the Trunk Line will occur on easements or rights-of-way owned by the City, the City hereby grants to the Developer, its employees, contractors and subcontractors working on the Trunk Line, a temporary license to enter upon and use the easements or rights-of-way specifically identified in PW Plan No. 2025PW0063, for the limited purpose of constructing the Trunk Line.

B. *Recording of easements.* The City will accept the executed easement documents and will be responsible for recording the same with the Greene County Recorder's office. The City will be responsible for payment of all recording fees.

C. *Assume maintenance responsibilities.* After the completed Trunk Sewer successfully passes final inspections, the City agrees to accept the Trunk Line into the collection system of its POTW and provide all subsequent maintenance (except for warranty work as described in section 1.E.i) and operation of the Trunk Line.

D. *Cost recovery from additional connections*. Since the Trunk Line, as an extension of the POTW, will benefit multiple properties within the drainage basin by making sanitary sewer service more widely available, the City agrees to require a Connection Fee from property owners within the Service Area, outlined in Exhibit 'A', at the time they make connection to the POTW. This Connection Fee is intended to recover a portion of the Costs of the Project that were originally expended by the Developer. See Section 3.D of this Agreement for additional detail regarding the determination and collection of the Connection Fee. The City agrees, pursuant to City Code §98-287, to:

i. Reimburse to the Developer its pro-rata share of each applicable Connection Fee, (hereinafter a "Refund Fee"), collected by the City from property owners within the Service Area pursuant to §98-287 (less costs of collection as calculated by the Director of Finance of the City).

ii. The City's obligation to reimburse the Developer, for its Costs of the Project out of Connection Fees collected for connections within the Service Area, shall be in full force and effect for a period of 20 years from the date of this Agreement. The Developer shall be responsible during such time to furnish the Director of Environmental Services with Developer's correct mailing

address and telephone number for the purpose of remitting collections. In the event the Developer is no longer in existence or has failed to provide current information of its legal address for a two-year period from the time each Connection Fee is collected by the City, then the Refund Fee shall revert to the City's Sewer Use Fund for the benefit of all rate payers.

iii. The City offers no guarantee to the Developer as to the number or cumulative dollar amounts, if any, of Connection Fees that will be collected within the 20-year period. Nothing in this Agreement shall create any liability on behalf of the City for its failure to collect such Connection Fees pursuant to City Code §98-287(c).

3. <u>Miscellaneous Provisions:</u>

A. *Right to Terminate.* If the Developer shall fail to fulfill in a timely and proper manner Developer's obligations under this Agreement, or if Developer shall violate any of the covenants, terms, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement and any licenses given herein by giving at least 5 days' prior written notice to the Developer of such termination, specifying the effective date thereof. Provisions with respect to indemnity shall survive, notwithstanding termination of the Agreement.

B. Ownership of Documents. The Developer, in their contract with the engineer, shall require the engineer, upon completion of construction documents and payment being provided for design phase services, to convey ownership of and furnish copies of all instruments of service, including, but not limited to, an electronic Adobe or Bluebeam file of all plans, Autocad or Microstation files, copies of estimates, specifications, written reports, and written design criteria, to the City for its use in connection with operation and maintenance of the Trunk Line after acceptance.

C. *Acceptance of Work*. All work done hereunder by the Developer (or its contractor) shall be subject to the inspection and approval of the Director of Environmental Services and/or Public Works (hereinafter 'director'), or his/her authorized representative. The director reserves the right to place certain restrictions on the time and manner of work, in order that the performance of the work will have the least adverse impact on traffic flow and is consistent with the public health and safety. If the Developer (or its contractor) fails or refuses to construct and deliver the Trunk Line in accordance with the approved plans, the City may decline to accept dedication of the constructed sewers.

D. *Calculation and Application of Connection Fee*. In addition to all other applicable fees and charges the City shall require for the privilege of connecting to the POTW, a Connection Fee from all property owners who own land in the Service Area and desire to connect to City POTW, as shown and described in Exhibit 'A', for the purpose of requiring each property owner to pay their share of Costs of the Project

paid for by the Developer. The Connection Fee shall be computed in accordance with City Code Sections 98-287 and 120-256. Any property owners desiring to connect to the Trunk Line shall pay a Connection Fee at the time of connection of $0.1974 per square foot ($117,479.50 divided by 595,265 square feet) of land plus 5% interest annum for each year from the date of this agreement. The total connection fee plus interest shall not exceed one hundred and fifty percent of the initial connection fee. Interest shall not be subject to being apportioned for any part of a year.

i. Notwithstanding any other provisions herein contained, Developer may request the City's consent to waive the Connection Fee (and thereby reimbursement of Refund Fee) with respect to specific tracts of land which agree to donate easements for the construction of the Trunk Line. In the event the City agrees to a fee waiver, the City will execute documentation granting said waiver concurrent with the property owner executing the sewer easement.

ii. Connection to the Trunk Line is a one-time fee for reimbursement of the Costs of the Project. Subject to a waiver or prior payment, at the time a Connection Fee is paid, the Director of Finance shall determine what land is owned in the Service Area by the person for which the fee is being paid and upon payment, no further Connection Fee shall be required by this contract for connecting such land, it being intended that the person paying the Connection Fee shall have paid the fee for their successors in title, regardless if the property has or has not connected to the sewer line.

iii. Connection Fees will be collected at the time that owners of each tract of land, as constituted at time of this Agreement or as subsequently subdivided, within the Service Area make application to connect to the City's POTW, with the following exceptions:

    a. Owners of land tracts who intend to develop for residential purposes will be required to pay, at time that public improvement plans are approved, a Connection Fee for the land area contained within a single-phase development or contained within a designated phase of a multi-phase development.

    b. For land tracts that contain more than 5 acres, but which are minimally developed with only with a single-family residence (including any associated outbuilding structures), a Connection Fee will only be collected on 5 acres of land area. Collection of Connection Fees for the remainder of the tract will be deferred until additional connections are requested thereon, at which time an additional Connection Fee shall be required based upon the entire area of the tract (if not subdivided), less the five (5) acres for which the

Connection Fee has already been paid.

iv. Nothing in this Agreement shall eliminate or change the requirement to pay anyother applicable fees for utilizing or connecting to City sewer.

v. The applicable Costs of the Project are limited only to those necessary to construct the Trunk Line as shown in Exhibit 'B'. All other costs to construct public sewer within the limits of the development tract are the sole responsibility of the Developer and are not to be included in the Costs of the Project calculation of the Connection Fee.

vi. Developer shall have a licensed engineer in the state provide an itemized breakout of construction costs for the Trunk Line, and certify to the director, that all such costs were necessary and were incurred in the construction of the Trunk Line. Reimbursable costs may include the cost of right-of-way acquisition which is determined to be reasonable by the director (not to exceed the actual cost of right-of-way acquisition) and the reasonable cost of blueprints, advertising, mailings, and reasonable engineering and inspection expenses, not exceeding 15 percent of the accepted construction bid. The director shall have the authority to determine whether or not specific costs shall be allowed in computing the Connection Fee.

vii. The director may inform the Developer that he has determined that the costs, or a portion thereof, are not reasonable and necessary; and upon such information, such costs shall not be included in determining the Costs of the Project for purposes of determining the Connection Fee, as set forth herein.

E. *Insurance.* Developer or Developer's contractor shall be responsible for the Trunk Line and any actions arising out of the Trunk Line or its construction, at its own cost and expense throughout the duration of the construction, until the sanitary sewer Trunk Line has been inspected, approved, and accepted by the City, and shall obtain insurance of such types and in such amounts as may be necessary to protect it, the interests of the City of Springfield, and the citizens of Springfield against all hazards or risks of loss. Failure to maintain coverage shall not relieve the Developer or its contractor of responsibility or obligation or liability in general or under this Agreement

F. *Procedures*. The Connection Fee required to be paid to the City shall be paid to the Director of Finance in accordance with procedures established by the Director.

G. *Collection of Connection Fees***.** The City shall use its best efforts to collect all Connection Fees from all persons who own land in the Service Area and who have connected to the City's POTW.

H. *Exclusion of City from Liabilities for Non-Collection***.** Nothing contained herein shall be construed to create any liability on behalf of the City or County, nor shall this contract with the Developer create any liability of the City or its departments, agents

or employees for any failure by, or legal inability of, the City to collect a Connection Fee, irrespective of any negligence on the part of the City or agent or employee in failing to collect said Connection Fee.

I. *Conflict of Interest*. No salaried officer or employee of the City, and no member of the City Council, shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the contract void. Developer warrants that no federal regulations relating to conflict of interest or applicable provisions in Section 105.450 et seq., RSMo. are violated by this Agreement.

J. *Independent Contractor*. The Developer is an independent contractor, and nothing contained herein shall constitute or designate the Developer, or any of the Developer'sagents, contractors or employees, as agents or employees of the City of Springfield, Missouri, or the County.

K. *Liability and Indemnification*. The parties mutually agree to the following:

i. In no event shall the City be liable for special, indirect, or consequential damages arising out of, or in any way connected with, the construction of the Trunk Line or a breach of this Agreement, except those caused by the City's gross negligence or willful or wanton misconduct. The parties agree the maximum liability of the City with respect to suits, claims, damages, costs (including reasonable attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with the construction of the Trunk Line shall be limited to the amount of money received by the City as connection fees under this contract.

ii. The Developer shall defend, indemnify, and hold the City harmless from all claims, losses, and liabilities, including but not limited to personal injuries, death and/or property damage, which are caused by the Developer or its agents,contractors, representatives or assigns, arising out of or in connection with the construction of the Trunk Line or performance of this Agreement.

iii. The Developer assumes full responsibility for relations with its contractors andsubcontractors, and shall defend, indemnify and save harmless the City and County from and against, any and all liability from contractor and subcontractorsuits, claims, damages, costs (including attorney's fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with theconstruction of the Trunk Line or performance of this contract

L. *Entire Agreement*. This Agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by all parties affected by such modification, amendment or waiver.

M. *Assignment*. This Agreement may not be assigned by Developer without the express

written agreement of the City, which agreement shall not be unreasonably withheld.

N. *Applicable Laws.* The Developer shall comply with all applicable federal, state, and local laws in the performance of this Agreement and shall include a similar provision in all subcontracts awarded hereunder. Developer will be responsible for all construction permits required from local or state agencies. This Agreement and every question arising hereunder shall be construed or determined per the laws of the State of Missouri.

O. *Jurisdiction and Venue*. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

Approved by:

_____
Director of Environmental Services

Approved as to form:

_____
Assistant City Attorney

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

DEVELOPER

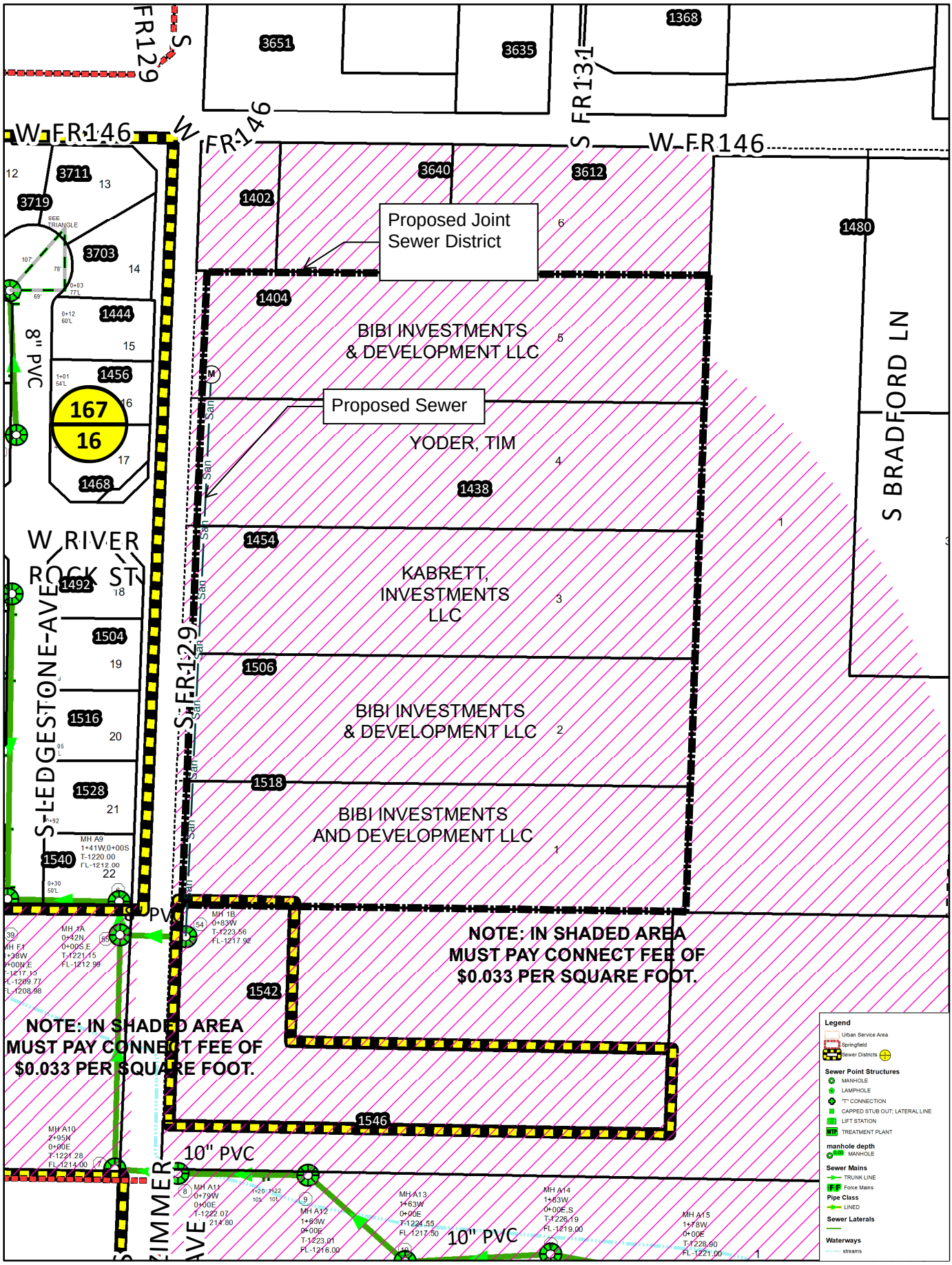
Camray Investments, LLC

BY: _____
Authorized Signatory for Developer

Printed Name: Paul Frizzell

Title: Manager of Camray Investments, LLC

Exhibit A



Environmental Services

SEWER INFORMATION

0 40 80 120 160 Feet

1 inch = 167 feet

DISCLAIMER: All information included on this map or digital file is provided "as-is" for general information purposes only. The City of Springfield, and all other contributing data suppliers, make no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of the data for any particular use. Furthermore, the City of Springfield, and all other contributing data suppliers, assume no liability whatsoever associated with the use or misuse of the data.

CITY OF Springfield ENVIRONMENTAL SERVICES

Exhibit B

Hamilton & Dad, Inc.

9240 W. Moonshadow Ln.
Springfield, MO 65802

Invoice

Date	Invoice #
6/9/2026	401339

Bill To
Paul Frizzell 5357 w Skyler Drive Springfield, MO 65802

P.O. No.	Terms	Project

Item	Description	Authorized Qty	Previous Qty	Qty	Unit Price	Amount
A - General	Sanitary Sewer Extension District 217				0.00	0.00
Mobilzation	- Mobilization LS			1	5,000.00	5,000.00
Construction ...	- Construction Staking/Layout LS			1	2,625.00	2,625.00
Traffic Control	- Traffic Control LS			1	1,962.00	1,962.00
8" Force Main	Sanitary Sewer 8" Main LF			676	64.00	43,264.00
Sanitary Sewe...	Sanitary Sewer Manhole EA			4	4,350.00	17,400.00
Cleanout	4" Sanitary Sewer Laterals and Cleanouts EA			5	2,315.00	11,575.00
Solid Rock Ex...	Rock Breaking CY			109.46	225.00	24,628.50
Seeding	Clean Up Seed and Straw LS			1	11,025.00	11,025.00

Total $117,479.50

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-162 (CARROLL)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance selecting Mauldin & Jenkins, Certified Public Accountants, LLC, as the City's independent auditor, pursuant to Section 2.14 of the City Charter; and authorizing the City Manager to execute a contract with said firm for independent auditing services for the City, including the Police Officers' and Fire Fighters' Retirement Fund, for Fiscal Years 2026 through 2030.

PURPOSE: To authorize the City Manager, or designee, to enter into an agreement with Mauldin & Jenkins, Certified Public Accountants, LLC to provide professional auditing services to the City and the Police Officers' and Fire Fighters' Retirement Fund for fiscal years 2026 through 2030.

BACKGROUND INFORMATION: Article II, Section 2.14 of the City Charter requires that an independent audit shall be made annually of all accounts of the City by a certified public accountant experienced in municipal accounting selected by the City Council.

A three-member Audit Selection Committee composed of Department of Finance staff issued a Request for Proposals (RFP) through the Division of Purchases for auditing services. Six responses were received. The Audit Selection Committee evaluated and ranked the responses according to the selection criteria outlined in the RFP and recommends that City Council approve the selection of Mauldin & Jenkins, Certified Public Accountants, LLC for fiscal years 2026 through 2030.

The proposed costs for each year are as follows:

Fiscal year 2026 $143,000
Fiscal year 2027 $150,150
Fiscal year 2028 $157,658
Fiscal year 2029 $165,541
Fiscal year 2030 $173,818

The proposed agreement is attached as "Exhibit 1".

Submitted By: Jody Vernon, Asst Director of Finance & Comptroller

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Anita Cotter, City Clerk 07/21/2026

Attachments:
1. PROFESSIONAL AUDITING SERVICES
2. NoticeOfRecommendationForAwardAndContract2026-0664
3. EXHIBIT A - BID 052-2026RFP and ADDENDUM 1
4. EXHIBIT B - 052-2026RFP Proposal - Mauldin and Jenkins LLC

One-rdg._____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-162 SPECIAL ORDINANCE _____

AN ORDINANCE

SELECTING Mauldin & Jenkins, Certified Public Accountants, LLC, as the City's independent auditor, pursuant to Section 2.14 of the City Charter; and authorizing the City Manager to execute a contract with said firm for independent auditing services for the City, including the Police Officers' and Fire Fighters' Retirement Fund, for Fiscal Years 2026 through 2030.

WHEREAS, Section 2.14 of the City Charter requires that an independent audit be performed annually of all accounts of the City by a certified public accountant who is experienced in municipal accounting and who is selected by the City Council; and

WHEREAS, an Audit Selection Committee ("Committee") composed of Department of Finance staff issued a Request for Proposals ("RFP"), through the Division of Purchases, for auditing services for the City and the Police Officers' and Fire Fighters' Retirement Fund; and

WHEREAS, six responses were received by the City as a result of said RFP; and

WHEREAS, after the Committee's evaluation, the Committee recommends that the City Council select Mauldin & Jenkins, Certified Public Accountants, LLC, to provide independent auditing services to the City, including the Police Officers' and Fire Fighters' Retirement Fund, for Fiscal Years 2026 through 2030; and

WHEREAS, the City Council, after being advised of the Committee's recommendation, desires to select Mauldin & Jenkins, Certified Public Accountants, LLC, as the City's independent auditor, pursuant to Section 2.14 of the City Charter, and desires to authorize the City Manager to enter into a contract with said firm for independent auditing services for the City, including the Police Officers' and Fire Fighters' Retirement Fund, for Fiscal Years 2026 through 2030.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, AS FOLLOWS, THAT:

Section 1 – Mauldin & Jenkins, Certified Public Accountants, LLC, is hereby selected as the City's independent auditor pursuant to Section 2.14 of the City Charter for Fiscal Years 2026 through 2030.

Section 2 – In furtherance of the Council's selection, the City Manager, or designee, is hereby authorized to enter into a contract with Mauldin & Jenkins, Certified Public Accountants, LLC, for independent auditing services for the City, including the Police Officers' and Fire Fighters' Retirement Fund, for Fiscal Years 2026 through 2030, said contract to be substantially in form and content as "Exhibit 1," which is attached hereto and incorporated herein by this reference.

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting:_____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit 1

June 25, 2026

Mauldin & Jenkins, LLC
Attn: Mr. David Irwin, CPA, Partner
1770 St. James Place, Suite 250
Houston, TX 77056

Phone: 800-277-0050
Email: dirwin@mjcpa.com

Subject: **Notice of Recommendation for Award,** Request for Proposal (RFP) #052-2026; Contract #2026-0664
For: Auditing Services

Dear Mr. Irwin:

You are hereby notified that your RFP proposal dated May 20, 2026, in response to the above referenced Request for Proposal has been recommended for award.

Your organization shall execute and return the following contract documents as soon as possible or within (10) days from the date stated above; this date shall be: July 10, 2026.

A. One (1) signed and dated original of the Contract (attached). **ONLY DATE SIGNATURE AREA (PAGE 2) OF CONTRACT DOCUMENT - CITY WILL INSERT ALL OTHER DATES.**
B. Certificates of Insurance with endorsements in the amounts specified in the above stated RFP.
C. Form W-9 (Rev. March 2024)
D. Supplier Information Form

This is not a notice to proceed. The City is not obligated for the expenditure of any funds whatsoever unless and until a notice to proceed is issued by City Purchase Order or other written City document.

Your organization is required to comply with these conditions within the time specified. If requirements are not met, the City may consider your bid/proposal abandoned, annul this Notice of Recommendation for Award and declare your contract forfeited.

If you have any questions, please contact the buyer, Denise Neuleib at (417) 864-1624, or via email dneuleib@springfieldmo.gov.

Sincerely,
CITY OF SPRINGFIELD, MISSOURI

Jody Vernon

Jody Vernon, CPA
Assistant Director of Finance & Comptroller

City of Springfield
Division of Purchases
218 E Central (65802)
PO Box 8368
Springfield, MO 65801-8368
Ph. 417 864-1620
Fax 417-864-1927

SERVICE PROVIDER
Mauldin & Jenkins, LLC
Attn: Mr. David Irwin, CPA, Partner
1770 St. James Place, Suite 250
Houston, TX 77056
Ph.: 800-277-0050
Email: dirwin@mjcpa.com

THIS CONTRACT, made and entered into this _____ day of _____, 20_____, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and **Mauldin & Jenkins, LLC**, a corporation in the State of Texas, hereafter referred to as "Service Provider."

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Service Provider to provide **Auditing Services** described in **Request for Proposal #052-2026** which is attached hereto and incorporated herein as **EXHIBIT A;** and

WHEREAS, the Service Provider submitted a proposal and said proposal is attached hereto and incorporated herein as **EXHIBIT B;** and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.

2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Contract as if set forth in full herein: City's **Request for Proposal #052-2026** hereinafter **EXHIBIT A**; and the Service Provider's Response to the RFP hereinafter **EXHIBIT B**. In the event of a conflict between the Service Provider's response to the RFP **(EXHIBIT B)**, and the City's Contract Documents, the City's Contract Documents shall control.

3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this Contract for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the costs outlined in **EXHIBIT B**. Service Provider agrees that the price for all items outlined in **EXHIBIT B** shall not increase for a period of one (1) year from the date of agreement execution and up to four (4) additional one-year renewal terms. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount.

4. The term of this Contract shall be for a one (1) year period from _____ through _____. The City may at its option renew the Contract for four (4) additional one-year terms by giving written notice to the Service Provider. Any increase in cost at the beginning of each renewal period will be limited to that allowed per **RFP #052-2026, Section 15.0; Renewal Option**. All pricing identified on the pricing page shall be in effect for the stated contract term.

5. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

6. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____ _____
David Holtmann, Director of Finance Date
or
Acting Director of Finance

APPROVED AS TO FORM

_____ _____
City Attorney or Assistant City Attorney Date

SERVICE PROVIDER

By: _____ _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____ _____
Cindy Scholten MPA, CPPO, CPPB Date
City Purchasing Agent or Acting Purchasing Agent

CITY OF SPRINGFIELD, MISSOURI
Administration

By: _____ _____
City Manager or Designee Date

EXHIBIT A

CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES

Denise Neuleib, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: April 20, 2026
Buyer's Email: dneuleib@springfieldmo.gov@springfieldmo.gov
Telephone Number: 417-864-1624

REQUEST FOR PROPOSAL #052-2026

TITLE-SIGNATURE PAGE

The City of Springfield will accept electronically submitted proposals through its' e-bidding service provider, Euna OpenBids (formerly DemandStar), from qualified persons or firms interested in providing the following:

AUDITING SERVICES

PROPOSALS MUST BE UPLOADED INTO THE EUNA OPENBIDS (FORMERLY DEMANDSTAR) E-BIDDING SYSTEM PRIOR TO 3:00 P.M. (CT) ON WEDNESDAY, MAY 20, 2026. Proposals will be opened by the Buyer listed above. Proposals will be read aloud publicly at the specified solicitation opening date and time via teleconference. ***To participate, dial (605) 313-5650, then enter access code 651222.***

- Proposals shall be submitted on the forms provided and may be manually, electronically, or digitally signed by the individual authorized to legally bind the company. **Offeror must complete, execute, and submit all Pages identified with "RETURN THIS PAGE" of this RFP document to be deemed responsive and considered for award. Failure to do so may render your proposal non-responsive.**
- Proposals received after the opening date and time shall not be considered.
- The attached Terms and Conditions shall become part of any contract resulting from this request for proposal.
- **The cutoff for any questions pertaining to this RFP is May 1, 2026 at 12:00 P.M. (CT). Any questions shall be submitted in writing to the buyer identified above.**
- ***HAND DELIVERED, FAXED, OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.***

The undersigned certifies that they have the authority to bind the Offeror in a contract to supply the service or commodity in accordance with all terms and conditions contained herein. Please type or print the information below.

Offerors are REQUIRED to complete, sign, and return this form with their submittal.

NOTE: ***All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.***

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date Tax ID #
Email Address	State of Missouri Charter Number or Exemption Number

Revised: BC: 02/04/2026
Reviewed by Law: 03/06/2024

LEGAL NOTICE:
REQUEST FOR PROPOSAL #052-2026

The City of Springfield will electronically accept submitted proposals through its e-bidding service provider, Euna OpenBids (formerly DemandStar) from qualified persons or firms interested in providing the following: **Auditing Services**.

VENDOR NOTE 1: To register with Euna OpenBids (formerly DemandStar) go to: https://www.demandstar.com/registration

VENDOR NOTE 2: For information on how to navigate Euna OpenBids (formally DemandStar) go to: https://network.demandstar.com/agency-support-2/

VENDOR NOTE 3: If you have issues registering or uploading a proposal, please contact Euna OpenBids (formerly DemandStar) toll-free at (866) 273-1863. Euna OpenBids (formerly DemandStar) office hours are 8:00 A.M. to 7:00 P.M. Central Time, Monday through Friday. You can also contact the Division of Purchases at (417) 864-1620 or the Buyer stated on the Title-Signature Page of this solicitation document between the hours of 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday.

It is strongly recommended that Offerors register with Euna OpenBids (formerly DemandStar) as soon as possible to ensure your ability to provide a response to this solicitation by the due date and time.

Proposals must be received electronically in the City's e-bidding service provider Euna OpenBids (formerly DemandStar) by **3:00 P.M. (CT) ON WEDNESDAY, MAY 20, 2026**. Proposals will be read aloud publicly at the specified opening date and time via teleconference. ***To participate, dial (605) 313-5650, then enter access code 651222.***

Proposal documents and any addendums are available via the following methods:

1. By accessing the City's e-bidding service, Euna OpenBids (formerly DemandStar): https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029

2. By accessing the Division of Purchases' webpage: https://www.springfieldmo.gov/bids.aspx

For any contract for services greater than $5,000, the successful Offeror shall comply with § 285.530, RSMo., as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation affirming enrollment must be from the federal work authorization program provider. A letter from the Service Provider reciting compliance is not sufficient. A signed and notarized Work Authorization Affidavit and the Electronic Signature Page from the E-Verify program shall be provided prior to the issuance of a contract.

The City is committed to providing opportunities to DBE, MBE, and WBE prime, general, and subcontractors and encourages such business enterprises to submit responses.

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City Budget: FY26 On-Line Budget Book

Annual Report: 2025-ACFR

Single Audit: 2025-Compliance-Report

PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

As required by Section 2.14 of the City Charter, the City of Springfield, Missouri and the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement System are seeking proposals from qualified firms of certified public accountants to audit their financial statements for the fiscal year ending June 30, 2026 with the option, if exercised by the City and the Pension System, of auditing their financial statements for each of the four (4) subsequent fiscal years. The audits are to be performed in accordance with generally accepted auditing standards and the standards set forth for financial audits by ***Government Auditing Standards***, issued by the Comptroller General of the United States.

The City also requires two Agreed Upon Procedures (AUP) attest engagements be performed throughout the year. One is related to the State of Missouri Department of Natural Resources Local Government Financial Test, and one is related to a union-negotiated benefit. The timing of the AUP deliverables will be determined by the City and the auditor at the start of each contract year.

This proposal sets forth the minimum requirements to be met by the independent auditor in completion of the audit of the City's financial statements for the contract period. The auditor shall provide at least the minimum services described herein, but the services provided by the auditor shall include all services offered by the auditor in its proposal and shall not be limited by this Scope of Work.

1.1 DESCRIPTION OF OPERATIONS OR BACKGROUND:

1.1.1 The City's 2026 Annual Operating Budget is located at the following web site: FY26 On-Line Budget Book

1.1.2 The Annual Financial Report for the year ended June 30, 2025 is located at the following web site: 2025-ACFR

1.1.3 The Annual Financial Report and schedule of expenditures of federal awards are prepared by the City of Springfield and usually issued during the month of December. The passenger facility charge report is also issued during the month of December. The pension report is issued during the month of November.

1.1.4 The current Auditing Firm for the City of Springfield is RSM US, LLP who has been on contract since July 1, 2020. The contract with RSM has no one-year renewals remaining, which is why we are asking for proposals at this time.

1.1.4.1 The City of Springfield does not have a mandatory rotation policy for audit firms; however, we do require that the internal and external audit services be conducted by different firms.

1.1.4.2 RSM US, LLP has been the City's auditing firm since July 1, 2016. Although we do not have a mandatory rotation policy for audit firms, we do require a different audit team based on the years of service and industry best practice.

1.1.4.3 Audit fees for fiscal year ended June 30, 2025 totaled $155,800 for the financial statement audit, single audit, and passenger facility charge audit and $24,400 for the Police Officers' and Fire Fighters' Retirement System audit. The most recent AUP fees totaled $5,775.

1.1.5 During the fiscal year ended June 30, 2025, the City reported a total of six major funds, consisting of three major governmental funds and three major enterprise funds. *All proposals shall be based on a minimum of six major funds and a per unit cost for each additional major fund audited*.

1.1.6 During the fiscal year ended June 30, 2025, the City reported in excess of $67.1 million in expenditures of federal awards. The City of Springfield is still expending American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds from the City's direct allocation as well as monies received through the State of Missouri. It is anticipated that the federal award programs will include, but may not be limited to Women, Infants, and Children (WIC) Grants, Home Investment Partnership Programs, Community Development Block Grants (CDGB), Workforce Investment Act Grants, Environmental Protection Agency Programs, U.S. Department of Justice Grants, U.S. Department of Health and Human Services Grants, Department of Homeland Security Grants, Airport Improvement Program Grants, and Highway Planning and Construction Grants. *All proposals shall be based on a minimum of three major programs and a per unit cost for each additional major program audited*.

1.1.6.1 Due to material weaknesses identified in the fiscal year 2024 and 2025 compliance reports, the City is currently classified as a high-risk auditee.

1.1.7 The auditor's principal contact with the City will be the Assistant Director of Finance and Comptroller for scheduling requirements and questions related to the financial process.

1.1.8 **Computer Systems:** The City operates with Oracle Financial Management and HR/Payroll software utilizing Oracle E-Business Suite 12.2.9. The City is beginning the process of identifying needs and options for our next ERP system.

1.1.9 Prior to the closing of the retirement plan to new entrants on January 31, 2010, the City of Springfield, Missouri police officers and fire fighters became participants in the Police Officers' and Fire Fighters' Retirement Fund, a single-employer, defined benefit pension plan. Members hired on or after June 1, 2006, have voluntarily left the Plan and are currently participants in the LAGERS Pension System. Operations of the Plan are governed by City Ordinance and are administered by the Plan's Board of Trustees.

1.1.10 The Board of Trustee's consist of a member of the City Council designated by the Mayor to act as a liaison, one current member of the police department, one current member of the fire department, one former employee who is currently receiving benefits from the Plan, and six citizens recommended by the City Manager and approved by the City Council. The Plan is not subject to the provisions of the Employee Retirement Income Security Act (ERISA) of 1974. The Plan is considered part of the City financial reporting entity and is included in the City's basic financial statements as a fiduciary trust fund.

1.1.11 Detailed provisions of the plan in the areas of retirement benefits, disability benefits, survivors' benefits, and all other plan provisions are contained in Chapter 2, Article 6, Division 4 of the Springfield City Code.

1.1.12 Employer and Employee Contributions: The City's funding policy provides for periodic employee contributions at actuarially determined rates that, expressed as a percentage of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. Police participants entering the Plan prior to June 1, 2006 are required to contribute 20.0% of their annual salary to the Plan for the year ended June 30, 2025. Fire participants entering the plan prior to June 1, 2006 are required to contribute 15.13% of their annual salary to the Plan for the year ended June 30, 2025. The City may, at their discretion, contribute the remaining amounts necessary to fund the Plan using the entry age normal actuarial method as specified by ordinance.

1.2 INVESTMENTS:

1.2.1 The Pension System's investment policies are governed by the Council Ordinances and management policies. The Plan purchases investments from SEC-registered broker-dealers and banks. The asset classes and targets established are as follows:

ASSET TYPE AND CLASS	RANGE	TARGET
Equities	**30% - 50%**	
U.S. Equity		19% - 29%
Non-U.S. Equity		11% - 21%
Private Equity		0% - 10%
Fixed Income	**20% - 60%**	
Core Fixed Income		20% - 60%
Multi-Asset Credit		0% - 11%
Alternatives	**0% - 40%**	
Infrastructure		0% - 10%
Real Estate		0% - 10%
Private Credit		0% - 20%
Private Equity		0% - 10%

1.2.2 The Pension System currently has investment managers of various investment styles investing the system assets of approximately $725 million. The custodial bank that handles all investment transactions is currently UMB Bank, N.A.; however, those services are currently under evaluation through a separate RFP process.

2.0 SCOPE OF SERVICES:

2.1 AUDITING STANDARDS:

2.1.1 The auditor shall express an opinion on the fair presentation of the City's financial statements and the City's Police Officers' and Fire Fighters' Retirement System financial statements, in conformity with generally accepted accounting principles for the year ending June 30, 2026.

2.1.2 The auditor shall be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.

2.1.3 To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the latest U. S. General Accounting Office's Government Auditing Standards, and the provisions of the Uniform Guidance.

2.2 DELIVERABLES: Following the completion of the audits of the fiscal year's financial statements, the auditor shall issue and deliver the following reports:

2.2.1 A report of independent auditors on the fair presentation of the basic financial statements for the City of Springfield and the City of Springfield Police Officers' and Fire Fighters' Retirement System for the year ending June 30 in conformity with generally accepted accounting principles.

2.2.2 A report on compliance and the internal control over financial reporting based on the following:

2.2.2.1 Audit of the Financial Statements
2.2.2.2 Single Audit
2.2.2.3 Passenger Facility Charge Audit
2.2.2.4 Police Officers' and Fire Fighters' Retirement System

2.2.3 In the required reports on compliance and internal controls, the auditor shall communicate any deficiencies found during the audit. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

2.2.4 Deficiencies and significant deficiencies discovered by the auditors and not reported above shall be reported in a separate management letter addressed to the City Council, which shall be referred to in the report on internal control. These deficiencies and significant deficiencies shall be discussed with the Director and Assistant Director of Finance prior to inclusion in the management letter.

2.2.5 The reports on compliance shall include all instances of noncompliance required to be reported by ***Governmental Auditing Standards***.

2.2.6 Auditors shall be required to make an immediate report of all fraud and illegal acts or indications of fraud and illegal acts of which they become aware to the City Manager and the Director and Assistant Director of Finance, and the Police Officers' and Fire Fighters' Pension Board if applicable.

2.3 SPECIAL CONSIDERATIONS:

2.3.1 The City will submit its annual comprehensive financial report to the Government Finance Officers Association of the United States and Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program. The auditor shall be required to provide assistance as needed to the City to continue to meet the requirements of the program.

2.3.2 The City may require the auditor's assistance to comply with reporting requirements of the Governmental Accounting Standards Board (GASB), as they relate to both new pronouncements and any subsequent implementation guides issued.

2.3.3 The City's most recent financial statement audit revealed one material weaknesses in internal control structure and operation. It did not reveal any material instances of noncompliance with applicable laws, regulations, contracts, or grants.

2.3.4 The City's most recent compliance report did not reveal any deficiencies in internal control over financial reporting that were considered to be material weaknesses. A significant deficiency was identified, and a finding reported. There were no questioned costs.

2.3.5 The Auditors may be required to assist in determining applicability of reporting requirements of the Governmental Accounting Standards Board (GASB) as they relate to both new pronouncements and any subsequent implementation guides. Implementation of the GASB pronouncements currently known should be incorporated into the proposal submitted.

2.4 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

2.4.1 All working papers and reports shall be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor shall make working papers available, upon request, to the following parties or their designees:

2.4.1.1 The City of Springfield, Missouri (the City)
2.4.1.2 The auditor of the City's basic financial statements
2.4.1.3 U.S. General Accounting Office (GAO)
2.4.1.4 Parties designated by the federal or state governments, or by the City as part of an audit quality review process

2.4.2 In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

2.5 MANNER OF PAYMENT:

2.5.1 Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month. Billings must clearly indicate the purpose of the charges - financial statement audit, single audit, passenger facility charge audit, pension audit, or agreed upon procedure.

2.5.2 Payments shall be made to auditor within thirty (30) working days following submission of proper invoice to the City.

2.5.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this Request for Proposal.

2.6 ENTRANCE CONFERENCES, PROGRESS REPORTING AND EXIT CONFERENCES: (A similar procedure shall be followed for the audits of future fiscal years if the City exercises its option of additional audits.) **At a minimum, the following conferences shall be held:**

2.6.1 An entrance conference with the Director of Finance and Assistant Director of Finance and Comptroller shall be held at the start of both interim and final fieldwork.

2.6.2 Weekly progress reporting shall be made with the Director and Assistant Director of Finance or designee during both interim and final fieldwork. These progress reports shall include, but not be limited to, discussions on the progress of the audit, any findings or problems encountered and resolution of audit issues.

2.6.3 An exit conference with the Director and Assistant Director of Finance shall be scheduled at the end of fieldwork to summarize the results of fieldwork and to review significant findings, including proposed management letter comments.

2.6.4 An additional exit conference with the Director and Assistant Director of Finance and the City Managers shall be scheduled to summarize the results of fieldwork and to review significant findings, including proposed management letter comments.

3.0 CITY PROVIDED SERVICES: ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

3.1 FINANCE DEPARTMENT AND CLERICAL ASSISTANCE:

3.1.1 Finance Department staff will be available during the audit to assist the firm by providing information, documentation, and explanations. Finance Department staff will also assist on items such as confirmations, reports, and schedules, etc. Additionally, staff routinely prepares ledgers, financial statements, year-end proof of cash, etc. Offerors may assume that this level of effort and assistance will be continued but may also recommend a different level.

3.1.2 Information Systems personnel will be available to assist the auditor with technical issues.

3.1.3 City staff shall prepare working papers summarizing all sources of revenues and expenditures for the audit period.

3.2 STATEMENTS AND SCHEDULES TO BE PREPARED BY CITY STAFF:

3.2.1 City staff shall prepare all sections of the Annual Comprehensive Financial Report, including the Introductory Section, Financial Section (excluding the Independent Auditor's Report), Required Supplementary Information, and Statistical Section. The auditor has traditionally assisted City staff with combining the Word and Excel files into one document for the Annual Comprehensive Financial Report. The auditor's process for this step should be fully explained in the proposal.

3.2.2 City of Springfield staff shall prepare working papers summarizing all sources of federal awards for use in the completion of the compliance audit.

3.2.3 For the pension audit, City staff shall prepare the financial statements, management's discussion and analysis, notes to the financial statements, and all supplementary schedules for inclusion in the report.

3.2.4 The City shall provide the auditor with a reasonable work area. The auditor shall also be provided with access to a phone line in the work area, photocopying facilities, and fax machines in an adjacent area. In recent years, the City has utilized a hybrid method for fieldwork with auditors being onsite only when necessary to review records and speak with staff in the most efficient and effective manner and conducting the remaining fieldwork remotely.

4.0 ADDITIONAL AGREEMENTS: If applicable, any additional agreement(s)/contract(s) proposed by Offeror shall be included with Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.

5.0 TIMELINE:

5.1 TIMELINE FOR RFP PROCESS: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

Post RFP Notification	April 20, 2026
Question Cutoff Date	**May 1, 2026 at 12:00 P.M., CT**
Receive Proposals	**May 20, 2026 at 3:00 P.M., CT**
Meet to Review	week of June 1, 2026
Interviews (if applicable)	week of June 8 or June 15, 2026
Notice of Recommendation for Award	week of June 8 or June 15, 2026
Notice to Proceed	week of July 13, 2026 or July 27, 2026

5.2 TIMELINE FOR THE 2026 FISCAL YEAR AUDIT: (A similar schedule will be developed for audits of future fiscal years if the City exercises its option for additional audits.) Each of the following shall be completed by the auditor no later than the dates indicated. (The financial statement audit includes the annual comprehensive financial report (Annual Report), the compliance report, and the passenger facility charge report.)

5.2.1 Interim Work: The auditor shall complete any required interim work for both the financial and pension audit during the month of August 2026, depending on the final contract date. Historically, the interim work for both the financial and pension audits has taken 1-2 weeks with 1-2 auditors each.

5.2.2 Detailed Audit Plan: The auditor shall provide a detailed audit plan and a list of all schedules to be prepared by the City by August 10, 2026, depending on the final contract date.

5.2.3 Date Final Field Work May Commence:

5.2.3.1 For the financial statement audit, the City shall have all records ready for final audit and all personnel available to meet with the firm's personnel by October 12, 2026. The auditor shall complete all final field work by November 13, 2026. Historically, final field work has taken 4-5 weeks with 3-5 auditors.

5.2.3.2 For the pension audit, the City shall have all records ready for final audit and all personnel available to meet with the firm's personnel by September 14, 2026. The auditor shall complete all final field work by October 9, 2026. Historically, final fieldwork has taken 2-4 weeks with 1-2 auditors.

5.2.4 Draft Reports:

5.2.4.1 For the financial statement audit, the auditor shall have a draft of the audited financial statements and reports available for management review no later than December 4, 2026.

5.2.4.2 For the pension audit, the auditor shall have draft of the audited financial statements and reports available for review no later than October 26, 2026.

5.2.5 Auditor's Opinion: Once all issues for discussion are resolved, the final signed auditor's opinion shall be delivered to:

5.2.5.1 For the financial statement audit, the Director and Assistant Director of Finance by December 11, 2026.

5.2.5.2 For the pension audit, the Director and Assistant Director of Finance, Chairman of the Pension Board of Trustees by November 6, 2026.

5.2.6 **Presentations:** The pension audit and deliverables should be presented to the Springfield Police Officers' and Fire Fighters' Retirement System Board of Trustees on November 12, 2026. For the financial statement audit, the auditor shall make two separate presentations of the deliverables prior to December 31, 2026.

5.2.6.1 The first presentation will be made to the City Managers and Director and Assistant Director of Finance.

5.2.6.2 The second presentation will be made to the City Council. The presentation to the City Council will be made either the week of December 14, 2026 or December 21, 2026, pending the availability of City Council. All reports should be completed and available for the presentation to the City Council. The most recent presentations have included a peer benchmarking report prepared in conjunction with City staff to provide greater context and comparison to the information presented to City Council.

5.2.7 **Electronic Version of the Audited Financial Statements:** The auditor shall deliver an electronic version of the audited financial statements and reports to the City immediately following the presentation to City Council. Both a locked and unlocked version of the annual comprehensive financial report are required.

PART II

STANDARD INSTRUCTIONS TO OFFERORS AND CONDITIONS OF REQUEST FOR PROPOSAL

1.0 PREPARATION OF PROPOSALS:

1.1 By submitting a proposal, the Offeror certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of the work to be performed.

1.2 All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.

1.3 The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.

2.0 SUBMISSION OF PROPOSALS:

A proposal submitted by an Offeror must (1) be manually, electronically, or digitally signed by the authorized agent of the Offeror on the Division of Purchases Request For Proposal (RFP) Affidavit of Compliance form; (2) contain all information required by the RFP; (3) be priced as required; (4) be uploaded into the City's e-bidding service provider, Euna OpenBids (formerly DemandStar), no later than the exact time and date specified in this RFP via the following link:
https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029
(5) include a security deposit if one is required.

2.1 Incurred Expenses: The City is not responsible for any expenses that Offerors may incur in preparing and submitting proposals called for in this Request for Proposal.

2.2 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Offerors shall assume full responsibility for the timely uploading of the proposals to the location designated for receipt of proposals. All proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.

2.3 Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right. **Offerors are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so may render your proposal non-responsive.**

2.4 Errors in Submittals: Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this solicitation before submitting their proposals; failure to do so will be at the Offerors' own risk. In case of an error in the extension of prices in the proposal, the unit price shall govern. Said unit price shall be utilized by the City to calculate the correct extended price for determining the potential award.

3.0 LEGAL NAME AND SIGNATURE: Proposals shall clearly indicate the legal name, address, e-mail address, and telephone number of the Offeror (company, firm, corporation, partnership, or individual). The Offerors' legal company name must be identified as the SAME on their submitted W-9 and Certificate of Insurance (COI). Proposals may be manually, electronically, or digitally signed above the printed name and title of the signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted proposal. Failure to properly sign the TITLE-SIGNATURE PAGE shall invalidate same, and it shall not be considered for award.

4.0 MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:

4.1 A proposal may only be withdrawn by the following method prior to the official opening date and time specified:

4.1.1 A proposal may be withdrawn via e-mail to the buyer identified on page one of this document, by the Offeror or its' authorized representative.

4.2 A proposal may only be modified by the following method prior to the official opening date and time specified:

4.2.1 A proposal that has already been uploaded may be modified by uploading another proposal and identify "MODIFICATION" on your proposal submittal.

4.3 All modified proposals shall not be opened until the official opening date and time to preserve the integrity of the RFP process. Telephone or electronic requests to modify a proposal/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP specified official opening date and time.

5.0 CLARIFICATION AND ADDENDA:

5.1 Each Offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Division of Purchases in writing. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. Receipt of an addendum to an RFP by an Offeror must be acknowledged by signing and uploading the addendum with your proposal to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the opening time and date.

5.2 It shall be the responsibility of each Offeror, prior to submitting their proposal, to check the Division of Purchases e-bidding service Euna OpenBids (formerly DemandStar) at: https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 to determine if addenda were issued and to make such addenda a part of their proposal.

6.0 RESPONSIVE AND RESPONSIBLE OFFEROR: To be considered a responsive Offeror, the Offeror shall submit a proposal that meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit that will ensure good faith performance.

7.0 RESERVED RIGHTS:

7.1 The City reserves the right to make such investigations as it deems necessary to determine the Offeror's responsiveness and responsibility. Such information may include but should not be limited to current financial statements, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.

7.2 The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

8.0 THE RIGHT TO AUDIT: The Offeror agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

9.0 RIGHT TO PROTEST:

9.1 Appeals and remedies are provided for in the Springfield City Code and Purchasing Policy. Protestors shall seek resolution of their complaints with the City Purchasing Agent.

9.2 Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

10.0 ETHICAL STANDARDS: With respect to this RFP, if any Offeror violates or is a party to a violation of the general ethical standards stated in the City Purchasing Policy or the State of Missouri Statues, such Offeror may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals. A copy of the City's General Ethical Standards is located in section 30.0 of the City Purchasing Policy. The following is the link to the City Purchasing Policy: https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF

11.0 APPLICABLE LAW: All applicable laws and regulations of the State of Missouri and the City of Springfield, Missouri including the City's Procurement Regulations and Procedures stated in the City Purchasing Policy shall apply to any resulting agreement, contract, or purchase order. Any involvement with City Procurement shall be in accordance with the City Purchasing Policy. The following is the link to the City Purchasing Policy:
https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF

12.0 JURISDICTION: This RFP and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

13.0 COLLUSION: By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

13.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Offeror or with any competitor.

13.2 Any prices and/or cost data for this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official opening date directly or indirectly to any other Offeror or to any competitor.

13.3 No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal.

13.4 The only person or persons interested in this proposal, principal, or principals are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into.

13.5 No person or agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

14.0 CONFLICT: By submission of its response, the Offeror certifies that they are in compliance with items 14.1 through 15.4.

14.1 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. The Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, that would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by the Contractor/Consultant. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member or City employee forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this, contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

NOTE: COMPLETION AND SUBMITTAL OF FORM NO. 8.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR PROPOSAL TO BE CONSIDERED RESPONSIVE.

15.0 DEBARMENT AND SUSPENSION STATUS

15.1 The **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is the **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

15.2 The **Offeror** has not within three (3) years preceding this RFP been convicted of or had a civil suit judgment rendered against the **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property.

15.3 The **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

15.4 The **Offeror** has not, within three years preceding this RFP, had any government (federal, state, or local) transactions terminated for cause or default.

16.0 RFP FORMS AND EXCEPTIONS: Unless otherwise specified, Offerors must use the Request for Proposal forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).** All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the City's procurement regulations. If no exceptions are noted, Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation, you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted or may render your proposal non-responsive.

17.0 PAYMENT TERMS: Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

18.0 REGULATIONS: It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

19.0 PROPOSAL OPENING: A public opening shall take place on the date and at the time specified on the Title-Signature Page. **Only the names of Offerors will be read aloud publicly at the specified proposal opening date and time via teleconference. To participate, *dial (605) 313-5650, then enter access code 651222.*** All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, the Offeror may request a debriefing, and proposal files may be examined during normal working hours by appointment.

20.0 REQUEST FOR ADDITIONAL INFORMATION: The Offeror shall furnish such additional information as the City of Springfield may reasonably require. This includes information that indicates financial resources as well as the ability to provide services. The City reserves the right to make investigations of the qualifications of the Offeror as it deems appropriate.

21.0 CONTRACT DOCUMENTS: If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Offeror shall generally consist of: (1) applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Offeror's proposal, as accepted, submitted in response to the Request for Proposal, and (4) any negotiated Best and Final Offer (BAFO). Any agreement, contract, or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City. Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

21.1 Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

21.2 The successful Offeror shall have ten (10 days) after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

22.0 OWNERSHIP OF DOCUMENTS: All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria, and written reports are and remain the property of the Offeror until this contract is, for any reason, terminated, at which time they become the property of the City.

23.0 CONFIDENTIALITY OF DOCUMENTS: Any reports, data, design, or similar information given to or prepared or assembled under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization without prior written approval of the City.

24.0 EQUAL OPPORTUNITY CLAUSE: The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all qualified firms/providers that the City affirmatively ensures that minority businesses will be afforded full opportunity to submit a proposal in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

24.1 The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed AFFIDAVIT OF COMPLIANCE form.

24.2 The Offeror agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political option or affiliation, against any employee or the Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

25.0 BUSINESS LICENSE: The Offeror shall obtain and maintain a business license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this business license shall be borne by the Offeror. No contract will be executed by the City until this business license has been obtained.

26.0 NONRESIDENT/FOREIGN CONTRACTORS: The Service Provider shall procure and maintain during the life of this contract:

26.1 If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and

26.2 A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

27.0 CERTIFICATE OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (ANTI-DISCRIMINATION AGAINST ISRAEL ACT): That pursuant to Missouri Revised Statute Sections 34.600 et., seq. a Service Provider must provide a written certification of compliance with the Anti-Discrimination Act, RSMo. 34.600 et., seq. that the Service Provider is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to Service Providers with fewer than ten people.

PART III
FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS

1.0 FORMS AND ATTACHMENTS: The Affidavit of Compliance Form is required to be uploaded with your proposal. Any exceptions to the RFP terms, conditions, and requirements shall be stated on this form. The proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.

2.0 PROPOSAL DUE DATE: Proposals shall be uploaded to the Division of Purchases' e-bidding service, Euna OpenBids (formerly DemandStar) no later than **3:00 P.M. (CT) ON WEDNESDAY, MAY 20, 2026**. Proposals will not be accepted after this time.

3.0 ADDENDA: If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City's website at www.springfieldmo.gov/bids and at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029

Receipt of an addendum to an RFP by an Offeror must be acknowledged by signing and uploading the addendum with your proposal response to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the opening time and date.

4.0 SELECTION PROCESS:
The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the shortlist of respondents selected for interview.

4.1 STEP ONE – EVALUATION OF RESPONSIVE PROPOSALS:

4.1.1 Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

4.1.2 The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

4.1.3 The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest-ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is no need to interview, the City may negotiate the specific terms of the contract including cost without engaging in an interview process.

4.1.4 The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

4.2 STEP TWO – SHORTLIST INTERVIEWS:

4.2.1 The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (shortlist) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top-ranking firm if the City determines interviews are necessary.

4.2.2 The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

4.2.3 The Project Manager checks reference(s) once a shortlist is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.

4.2.4 Upon selection of the top-rated firm, the City may negotiate the specific terms of the contract including cost.

4.3 STEP THREE – BEST AND FINAL OFFER (BAFO): The City reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary, a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit proposals determined to be reasonably acceptable of being selected for award. The City reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion, or negotiations.

4.3.1 Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodation, etc.).

4.3.2 Negotiations: The City reserves the right to enter negotiations with the highest-ranking firm. If negotiations with the highest-ranking firm fail, the City may enter negotiations with the second highest-ranking firm and so on until a contract is executed or if all negotiations fail a new solicitation may be warranted.

5.0 AWARDS:

5.1 Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices as part of the proposal. However, such discounts are encouraged to motivate prompt payment.

5.2 The award will be made based upon Evaluation Committee recommendation after the proposals have been scored based upon award criteria specified herein.

5.3 Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the Offeror and the City; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

5.4 The City reserves the right to (1) make awards to multiple Offerors; (2) to reject any and all proposals or waive any minor irregularity or technicality in any proposals received; and (3) to disregard all non-conforming or conditional proposals or counter proposals and determine an award that is deemed to be in the best interest of the City.

6.0 BUDGETARY CONSTRAINTS: The City reserves the right to reduce or increase the quantity, retract any item and/or service from the proposal, or upon notification, terminate the entire contract without any obligations or penalty based upon availability of funds.

7.0 ORDER OF PRECEDENCE: Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Offerors, shall take precedence.

8.0 AFFIDAVIT FOR SERVICE CONTRACTS: The Offeror represents, in accordance with RSMo. 285.530.2 that they have not employed, or sub-bid with, unauthorized aliens in connection with the scope of work to be done under the RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or sub-bid with, any person who is an unauthorized alien.

9.0 OPEN COMPETITION: It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Division of Purchases at least ten (10) calendar days prior to the specified Request for Proposal due date and time.

10.0 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES: The Offeror by submitting a proposal authorizes other public agencies to “Piggy-Back” or purchase equipment, products, and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.

11.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:

Effective January 1, 2009, and pursuant to the State of Missouri's RSMo. 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMo. 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMo. 285.530 pertains to all solicitations for services over $5,000. RSMo. 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMo. 285.530 applies if the services portion of the solicitation is over $5,000.

The required documentation must be from the federal work authorization program provider. e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Service Provider reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate a FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law.

All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program**.**

CITY OF SPRINGFIELD, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo.
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF $5,000.00)

County of _____)
) ss.
State of _____)

My name is _____. I am an authorized agent of _____ ("Offeror"). Offeror is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Springfield, Missouri. The Offeror does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

The Offeror shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-offeror/subcontractor that knowingly employs or contracts with an illegal alien.

_____
Affiant

_____
Printed Name

Subscribed and sworn to before me this _____ day of _____, 20___.

_____
Notary Public

SEAL

Revised: 02/04/2026
Reviewed by Law: 03/06/2024

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE

Revised: 02/04/2026
Reviewed by Law: 03/06/2024

Company ID Number:

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	
Number of Employees	
Number of Sites Verified for	

SAMPLE

12.0 INSURANCE: Before a contract is executed, the successful respondent shall furnish the City a CERTIFICATE OF INSURANCE (COI) as described in Requirements PART IV.

13.0 COMPLIANCE: The following items shall be provided by the Offeror to the City of Springfield Division of Purchases through its e-bidding service provider, Euna OpenBids (formerly DemandStar) to be considered responsive. Offeror must complete, execute, and submit all Pages identified with "RETURN THIS PAGE" of this RFP document to be deemed responsive and considered for award. Failure to do so may render your proposal non-responsive.

13.1 To be provided with proposal submittal:

- Page 1-TITLE-SIGNATURE PAGE
- Form No. 1: Provider Profile
- Form No. 2: Key Outside Consultants
- Form No. 3: List of References and Experience
- Form No. 4: Personnel Qualifications
- Form No. 5: Project Approach Narrative
- Form No. 6A: Fee Schedule
- Form No. 7: Affidavit of Compliance
- Form No. 8: Certification Regarding Potential Conflicts of Interest
- Form No. 9: Certification of Compliance with Section 34.600 RSMo., et. seq.
- Executed Addenda (if applicable)
- Additional Agreement(s)/Contracts (if applicable)

13.2 To be provided prior to the issuance of a contract:

- Proof of Business License (if applicable): **https://www.springfieldmo.gov/2171/Business-License-Applications**
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent's W-9.
- W-9 (new vendor only): **https://www.irs.gov/pub/irs-pdf/fw9.pdf**
  NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent's Certificate of Insurance (COI);
- Work Authorization Affidavit
- E-Verify Signature page (if applicable): **https://www.e-verify.gov/faq/how-do-i-get-a-copy-of-the-memorandum-of-understanding-mou**

13.3 All businesses doing business in the State of Missouri should be registered with the Missouri Secretary of State. Upon Missouri registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of offer submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0

13.4 Respondents' legal entity company name must be identified as the SAME on their W9 and Certificate of Insurance (COI).

14.0 SAMPLE CONTRACT: The City has included with this RFP a sample contract for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example:

City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417 864-1620
Fax 417-864-1927

Service Provider
Company Name
Attn: _____
Address_____
_____
Ph. _____
Fax _____

THIS CONTRACT, made and entered into this _____ day of _____, 20_____, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and _____, a company in the State of _____, hereafter referred to as "Service Provider."

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Service Provider to provide **Auditing Services** described in **Request for Proposal #052-2026** which is attached hereto and incorporated herein as **EXHIBIT A;** and

WHEREAS, the Service Provider submitted a proposal and said proposal is attached hereto and incorporated herein as **EXHIBIT B;** and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.

2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Contract as if set forth in full herein: City's **Request for Proposal #052-2026** hereinafter **EXHIBIT A,** and the Service Provider's Response to the RFP, hereinafter **EXHIBIT B**. In the event of a conflict between the Service Provider's response to the RFP **(EXHIBIT B)**, and the City's Contract Documents, the City's Contract Documents shall control.

3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this Contract for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in **EXHIBIT B**. The Service Provider agrees that the price for all line items outlined in **EXHIBIT B** shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. The term of this Contract shall be for a one (1) year period from _____ through _____. The City may at its option renew the Contract up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per **Request for Proposal #052-2026; section 15.0; Renewal/Renegotiation Option**. All pricing identified on the pricing page shall be in effect for the stated contract term.

5. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

6. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____ _____
David Holtmann, Director of Finance Date
or
Acting Director of Finance

APPROVED AS TO FORM

_____ _____
City Attorney or Date
Assistant City Attorney

SERVICE PROVIDER

By: _____ _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____ _____
Cindy Scholten, Purchasing Agent Date
or Acting Purchasing Agent

CITY OF SPRINGFIELD, MISSOURI
Administration (Remove if not applicable)

By: _____ _____
City Manager Date
or Designee

15.0 RENEWAL/RENEGOTIATION OPTION:

15.1 The City reserves the right to renew and renegotiate this contract for four (4) additional one-year renewal terms.

15.2 If the Service Provider requests an increase in compensation for any renewal term, the Service Provider shall notify the Division of Purchases no less than sixty (60) days prior to the end of the contract term.

15.3 Adjustments in cost at the beginning of each renewal term must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.

15.4 The City's Purchasing Division staff conducting this solicitation shall notify the Service Provider in writing of the intent to exercise the renewal option. However, failure to notify the Service Provider does not waive the City's right to exercise the renewal option.

16.0 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS: To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by an Offeror to the City official(s) or employee(s) evaluating or considering the proposals prior to the time a fully executed contract is in place. Any communication between the Offeror and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by an Offeror may be grounds for disqualifying the offending Offeror from consideration for award of the proposal and/or any future proposal(s).

16.1 Any questions relative to the interpretation of specifications or the proposal process shall be addressed to the Buyer in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received after the deadline for final questions date listed in this solicitation will be given any consideration. Any interpretation made to prospective Offerors will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Offerors by the City's response to question date listed in this solicitation.

16.2 It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the proposal. Receipt of an addendum to an RFP by an Offeror must be acknowledged by signing and uploading the addendum with your proposal to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the opening time and date.

16.3 The successful Offeror will be notified electronically.

17.0 CRITERIA FOR AWARD: The Evaluation Committee will evaluate proposals and a recommendation will be made to the Buyer. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

17.1 25 points for Evidence of Experience & References with Similar Projects (FORM 3). **Reference checks will be performed by the Project Manager. The results from the reference(s) check will be shared with the Evaluation Committee members.**

17.2 25 points for Expertise of Firm/Provider Personnel (FORM 4)

17.3 20 points for Applicable Resources (FORM 1, 2, AND 5)

17.4 20 points for Project Approach Narrative (FORM 5)

17.5 10 points for Cost (FORM 6A) * **Points for cost shall be calculated by the Division of Purchases.**

Points for cost shall be calculated by the Division of Purchases. In case of an error in the extension of prices in the proposal, the unit price shall govern. Said unit price shall be utilized by the City to calculate the correct extended price for determining the potential award.

17.6 EVALUATION CRITERIA DEFINITIONS: (The following definitions are from Merriam-Webster.com/dictionary)

17.6.1 Acceptable: Capable or worthy of being accepted.

17.6.2 Marginal: Close to the lower limit of qualification, acceptability, or function, barely exceeding the minimum requirements.

17.6.3 Unacceptable: Not acceptable.

ENCLOSURE I
PROPOSAL RANKING SCORE SHEET

SCORING RANGES

	25 Point Questions	20 Point Questions	10 Point Questions
Acceptable	18 – 25	14 – 20	7 – 10
Marginal	9 – 17	7 – 13	4 – 6
Unacceptable	0 – 8	0 – 6	0 – 3

	Evaluation Criteria	Maximum Points	Score
1.	Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to those requested in the RFP? • Familiarity and experience with similar projects. • Consider any sub-consultants to be used and their experience (if applicable).	25	_____
2.	Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined in Form 4 of the RFP. Also, consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	25	_____
3.	Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. • Standard Quality Assurance/Quality Control program or procedures the firm has in place. • Adequacy of proposed team/resources to complete the project within proposed time frame.	20	_____
4.	Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. • Project schedule and detailed approach are reasonable/responsive to the City's needs. • Roles of all involved parties clearly identified. • Identify/recognize critical or unique issues specific to the project. • Adequacy of proposed communications process. • Unique approaches that have been successful elsewhere.	20	_____
5.	Cost (FORM 6A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP. **Points for cost shall be calculated by the Division of Purchases utilizing Form No. 6A, Section III, Total All-Inclusive Maximum Price.**	10	

Ranked By: _____

TOTAL POINTS
(100)

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Reviewed by Law: 03/06/2024

ENCLOSURE II
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	25 Point Questions	20 Point Questions	10 Point Questions
Acceptable	18 – 25	14 – 20	7 – 10
Marginal	9 – 17	7 – 13	4 – 6
Unacceptable	0 – 8	0 – 6	0 – 3

	Evaluation Criteria	Maximum Points	Score
1.	Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to those requested in the RFP? • Familiarity and experience with similar projects. • Consider any sub-consultants to be used and their experience (if applicable).	25	_____
2.	Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined in Form 4 of the RFP. Also, consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	25	_____
3.	Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. • Standard Quality Assurance/Quality Control program or procedures the firm has in place. • Adequacy of proposed team/resources to complete the project within proposed time frame.	20	_____
4.	Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. • Project schedule and detailed approach are reasonable/responsive to the City's needs. • Roles of all involved parties clearly identified. • Identify/recognize critical or unique issues specific to the project. • Adequacy of proposed communications process. • Unique approaches that have been successful elsewhere.	20	_____
5.	Cost (FORM 6A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP. **Points for cost shall be calculated by the Division of Purchases utilizing Form No. 6A, Section III, Total All-Inclusive Maximum Price.**	10	

Ranked By: _____

TOTAL POINTS
(100)

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ENCLOSURE III
TABLE OF CONTENTS FOR SUBMITTAL

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE **This form must be executed and submitted with proposal.**	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	KEY OUTSIDE CONSULTANTS: Form No. 2 provided	Page 4
G.	LIST OF REFERENCES AND EXPERIENCE: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page _____ - _____
H.	PERSONNEL QUALIFICATIONS: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page _____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided	Page _____ - _____
J.	COST: Form(s) provided: 6A	Page _____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7. **This form must be executed and submitted with proposal.**	Page _____
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated). Form No. 8	Page _____
M.	CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. Form No. 9	Page _____
N	CERTIFICATION OF SIGNATURE AUTHORITY Form No. 10 (Must be signed and submitted prior to the issuance of a contract.	Page _____
O.	STATEMENT OF NO PROPOSAL Form No. 11	Page _____
P.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over $5,000)	Page _____
Q.	ADDITIONAL AGREEMENT(S)/CONTRACTS: (if applicable) Any additional agreement(s)/contracts proposed by the Offeror shall be included with the Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.	Attachment(s): #

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FORM NO. 1: PROVIDER PROFILE

Provide concise information in the following format:

1. Provider Profile:

a. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

b. Provider/Firm is: ___ National ___ Regional ___ Local
Size of Firm:
Size of Firm's governmental audit staff:

c. Year Provider/Firm Established:
Years of Experience providing RFP identified services/project for municipalities:
Years of Experience providing Auditing Services:

d. Licensed to do business in the State of Missouri: ___ Yes ___ No

e. Principal contact information: Name, title, telephone number and email address:

f. Address of office to perform work, if different from Item No. 1:

g. For the assigned practice office, please list the number of staff by discipline (financial audit, information technology, tax consulting, etc.) that your Firm/Joint Venture will commit to the City's project or the services to be provided:

h. For the assigned practice office, please list the number of staff by category (partner, manager, etc.) that your Firm/Joint Venture will commit to the City's project or the services to be provided:

i. For the assigned practice office, please list the number of staff with governmental audit or consulting experience that your Firm/Joint Venture will commit to the City's project or the services to be provided:

j. For the assigned practice office, please describe your current audit base by industry, size, etc.:

k. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

l. Has this Joint Venture previously worked together? ___ Yes ___ No

2. Independence

a. The firm shall provide an affirmative statement that it is independent of the City of Springfield, Missouri and its component units, as defined by generally accepted auditing standards and *Government Auditing Standards*, as issued by the Comptroller General of the United States.

b. The firm shall list and describe the firm's professional relationships involving the City or any of its agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

c. The firm shall give the City written notice of any professional relationships entered into during the period of this agreement which could have the appearance of a conflict of interest.

3. Licensed to Practice in the State of Missouri

a. An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Missouri.

4. Firm Qualifications and Experience

a. The firm shall submit a copy of the report and any letter of comments on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

b. The firm shall provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.

c. Describe all pending or settled litigation during the past five (5) years involving the assigned practice office.

d. Describe any disciplinary actions involving the assigned practice office.

e. Describe the professional liability and errors and omissions insurance coverage maintained by the Firm including the amounts of maximum coverage and deductibles or retentions.

5. Partner, Supervisory and Staff Qualifications and Experience

a. The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, other supervisors and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Missouri. The firm also shall provide information on the government auditing experience of each person identified including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

b. The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

c. Describe any other practice office experience which is deemed to be relevant to completion of the proposed engagement.

d. If it becomes necessary to change engagement partners, managers, seniors, specialists, and other audit personnel during the contract term, the City will retain the right to approve or reject replacements.

FORM NO. 2: KEY OUTSIDE CONSULTANTS
Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1
Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2
Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3
Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: LIST OF REFERENCES AND EXPERIENCE

Work by the Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

1. Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2017 and 2020).

    - Municipalities and other government entities.
    - Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided).
    - Governmental entities or other entities for which pension audits have been performed (identify the magnitude of pension fund).

2. For each of the categories of clients listed above in Item #1, please indicate the top five clients that are considered most similar to the City of Springfield, Missouri:

    - Scope of Work
    - Approximate dates service was provided
    - Approximate size of government entity, annual budget, population, etc.
    - Name of engagement partner
    - Total hours
    - Name and telephone number of principal client contact

FORM NO. 4: PERSONNEL QUALIFICATIONS

Provide a brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title:

b. Project Assignment:

c. Name of Service Provider/Firm with which associated:

d. Years of Experience:
With this Service Provider/Firm ___ other Service Provider/Firms ___

e. Education: Degree(s)/Year/Specialization:

f. Current Licenses and Organizations:

g. Other Experience & Qualifications relevant to the proposed project:

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FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach are reasonable/responsive to the City's needs.
- Roles of all involved parties clearly identified.
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere.
- Proposed communication process.

Provide concise information in the following format:

I. <u>Specific Audit Approach</u>

A. The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Part I, Section 2.0 Scope of Services, of this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the City's budget, Annual Comprehensive Financial Report and related materials, organizational charts, and financial and other management information systems.

B. Offerors shall provide the following information on their audit approach:

1. Proposed segmentation of the engagement.

2. Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement.

3. A description of the extent to which statistical sampling techniques are to be used in the engagement.

4. Type and extent of analytical procedures to be used in the engagement.

5. Approach to be taken to gain and document an understanding of the City's internal control structure.

6. Approach to be taken in determining laws and regulations that will be subject to audit test work.

7. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. An explanation of the firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them.

9. An explanation of the firm's procedures for editing the audit reports and financial statements, how changes are made, and the communication with client personnel during the editing process.

10. An explanation of your firm's procedures for technical review of audit reports prior to issuance. This discussion shall identify key personnel involved in the technical review, their qualifications and whether they are independent of personnel assigned to the audit engagement.

11. Identify the firm's general approach regarding subsequent years' audit engagements, should the City exercise this option.

12. Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

II. Identification of Anticipated Potential Audit Problems

A. The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

III. Other Information

A. **Staff Education and Development**: The proposal shall identify the firm's policies and practices regarding staff education and development.

B. **Staff Turnover**: Describe the proposed practice office's history of staff turnover at all staff levels during the past three (3) years.

C. **Rotation Policy**: Describe the firm's policy regarding rotation of seniors, managers and/or partners, if such a policy exists.

D. **Policy Regarding Use of Minority Firms**: Describe the firm's policy, if such a policy exists, regarding the use of minority firms in completion of the engagement.

FORM NO. 6A: "FEE SCHEDULE" AND TOTAL COST
PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF FINANCIAL STATEMENTS

Schedule of hourly billing rates for services and overall total project cost to include all related cost associated with the scope of services, to include but not limited to, personnel, total hours and service-related expenses.

I. FINANCIAL STATEMENTS: CITY OF SPRINGFIELD

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	$_____	$_____	$_____
Managers	_____	$_____	$_____	$_____
Seniors	_____	$_____	$_____	$_____
Other Supervisory Staff	_____	$_____	$_____	$_____
Staff	_____	$_____	$_____	$_____
Other (specify): _____	_____	$_____	$_____	$_____
Other (specify): _____	_____	$_____	$_____	$_____
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD				$_____

II. FINANCIAL STATEMENTS: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM

Partners	_____	$_____	$_____	$_____
Managers	_____	$_____	$_____	$_____
Seniors	_____	$_____	$_____	$_____
Other Supervisory Staff	_____	$_____	$_____	$_____
Staff	_____	$_____	$_____	$_____
Other (specify): _____	_____	$_____	$_____	$_____
Other (specify): _____	_____	$_____	$_____	$_____
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM				$_____

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III. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD	**$_____**
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM	**$_____**
AUP 1 – Local Government Financial Test	**$_____**
AUP 2 – Union Negotiated Benefit	**$_____**
Out-of-Pocket Expenses (Not-to-Exceed)	**$_____**
Meals and Lodging	**$_____**
Transportation	**$_____**
TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR AUDITING SERVICES	**$_____**

Note: The rates quoted shall not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price. **PROFESSIONAL FEES SPECIFIED HEREIN SHALL BE APPLICABLE FOR ADDITIONAL SERVICES, IF REQUESTED BY THE CITY.**

RENEWAL OPTION: The City may at its option renew the Contract up to four (4) additional one-year terms. The Offeror agrees not to increase the quoted not-to-exceed rates by more than the following percentages for each successive one-year renewal term.

1st One (1) Year Renewal Term: _____% increase (based on initial one-year's total all-inclusive maximum price).
2nd One (1) Year Renewal Term: _____% increase (based on previous year's total all-inclusive maximum price).
3rd One (1) Year Renewal Term: _____% increase (based on previous year's total all-inclusive maximum price).
4th One (1) Year Renewal Term: _____% increase (based on previous year's total all-inclusive maximum price).

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FORM NO.7 AFFIDAVIT OF COMPLIANCE - This form must be executed and submitted with proposal.

To be submitted with the Service Provider's proposal.

_____ We DO NOT take exception to the RFP Documents/Requirements.

_____ We TAKE exception to the RFP Documents/Requirements as follows:

Specific exceptions are as follows: _____

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms, and conditions of this RFP unless otherwise stipulated herein.

Company Name: _____ **Telephone Number:** _____

By: _____ **Fax Number:** _____
(Authorized Person's Signature)

_____ **Email:** _____
(Print or type name and title of Signer)

_____ **Federal Tax ID No.:** _____
(Company Street/P.O. Box Address)

_____ **Date:** _____
(City, State, Zip Code)

DBE Vendor (Yes/No): _____

Minority Owned: ____

Women Owned: ____

Veteran Owned: ____

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FORM NO. 8 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST:

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

Zero conflicts to declare:

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

Potential conflicts to declare:

3. ____ A City Council member, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

4. ____ A City employee, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

5. ____ A City board/commission member, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Name: _____

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Print Name: _____

Title: _____

Company: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

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FORM NO. 9 CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET. SEQ.

Effective August 28, 2020

(Does not apply to contracts totaling less than $100,000.00, or fewer than 10 employees.)

I am _____ (name), and am the _____(title) of _____ (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

[initial one]

_____. I hereby certify that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in 34.600 RSMo., et. seq.

or:

_____. The business employs less than 10 employees.

_____
Company Name (List Official Name of Business Entity)

_____
Signature

_____
Print Name

_____
Title

Revised: 02/04/2026
Reviewed by Law: 03/06/2024

RETURN THIS PAGE

FORM NO. 10 CERTIFICATION OF SIGNATURE AUTHORITY

The contract must be signed by a registered agent of your company listed on the Secretary of State website. This form shall be provided prior to the issuance of a contract if someone other than a registered agent will be signing on behalf of the company.

I _____ (print name), am the _____ (title) of _____ (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness;

I hereby certify that _____(print name), _____(title) has the authority to sign contracts on behalf of the company and to legally bind the company in the execution of said contract documents.
_____. [initial]

_____
Company Name (List Official Name of Business Entity)

_____
Signature

_____
Print Name

_____
Title

FORM NO. 11 STATEMENT OF "NO PROPOSAL":

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING PROPOSED ON AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO PROPOSAL ON YOUR **RFP #052-2026** FOR **AUDITING SERVICES** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "RESTRICTIVE," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR PROPOSAL.

_____ WE DO NOT OFFER THIS PRODUCT(S) OR EQUIVALENT.

_____ REMOVE US FROM YOUR VENDOR LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

_____

_____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

PART IV
INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Service Provider, the Service Provider shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the Service Provider to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Service Provider to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The Certificate of Insurance must include the following:

- The City needs to be specifically listed as an additional insured in regard to Commercial General Liability, Automobile Liability and Umbrella Liability by checking the Additional Insured Boxes **and** stating so in the Description of Operations Box.

- **Commercial General Liability** (Each Occurrence) and **Automobile Liability** (Combined Single Limit) need to be $3M or they need to be covered under a $2M **Umbrella Liability**. "*If the Service Provider is relying on an Umbrella/Excess policy to meet the $3M insurance requirement, the City must either 1) be listed as an additional insured on the Umbrella/Excess policy or 2) the Description must state that Umbrella/Excess follows form with regard to additional insureds*".

- **Workers' Compensation and Employer's Liability:** ($1M).

- NAIC number(s) provided need to be recognized by the State of Missouri.

- Insurers contact information must be listed in the top right-hand corner of the COI.

- Signature at the bottom of the COI must be a person not the Insurer's company name.

- Certificate Holder needs to be City of Springfield, 218 E. Central, Springfield, MO 65802.

- 30 Day Notice of Modification or Cancellation must pertain to all policies and be stated in the Description of Operations Box.

- Need policies endorsements listing the City of Springfield as additional insured.

- **Errors and Omissions Insurance:** Professional Liability of ($5M).

- **Proof of Professional Liability:** Technology Errors and Omissions Insurance of ($1M) per occurrence or glitch.

- **Proof of Network Security (Cyber) and Private Liability Insurance**: ($1M) per occurrence and ($2M) for each claim annual aggregate.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Service Provider and prior to the start of work. **All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

City of Springfield, 218 E. Central, Springfield, MO 65802

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

A. **Workers' Compensation:** Statutory coverage per RSMo 287.010 et seq
Employer's Liability: $1,000,000.00

B. **Commercial General Liability Insurance,** including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least **Three Million and no/100 Dollars ($3,000,000.00)** for all claims arising out of a single accident or occurrence. Service Provider agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Service Provider, its employees, officers or agents. Service Provider agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

C. **Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Three Million and no/100 Dollars ($3,000,000.00)** for all claims arising out of a single accident or occurrence. Service Provider agrees to cause its insurer to name City as an additional insured on such insurance policy.

D. **Errors and Omissions Insurance:** The Service Provider shall maintain a professional liability insurance policy in the amount of $5,000,000.00 and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the project.

E. **Professional Liability:** Technology Errors & Omissions insurance will be carried with a limit of at least **One Million Dollars ($1,000,000.00)** per occurrence or glitch. Such coverage shall include content/intellectual property coverage, and security/identity theft coverage. If insurance is written on a claims-made basis, vendor must maintain continuous coverage with a retro-active date prior to the effective date of the contract.

F. **Network Security (Cyber) and Privacy Liability:** Network Security (Cyber) and Privacy Liability insurance will be carried with a limit of at least **One Million Dollars ($1,000,000.00)** per occurrence and at least **Two Million Dollars ($2,000,000.00)** for each claim annual aggregate.

Such insurance shall include, but not limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Service Provider warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

G. Subcontracts: In case any or all of this work is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required by the City as listed above and in like amounts. Service Provider shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

H. Notice: The Service Provider and/or subcontractor shall furnish to the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield. **The thirty (30) day cancellation notice is required to be identified on the submitted Certificate of Insurance (COI).**

I. Legislative or Judicial Changes: In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Service Provider agrees to provide, at a price not exceeding Service Provider's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

PART V
STANDARD TERMS AND CONDITIONS

A. Services. The City agrees to engage the services of the Service Provider and the Service Provider agrees to perform the services hereinafter set forth in accordance with the standard of care, skill and expertise ordinarily used by other members of Service Provider's profession in performing similar services. No services shall be provided by Service Provider until this Contract has been fully executed.

B. Addition to Services. The City may add to the Service Provider services or delete therefrom activities of a similar nature provided that the total cost of such work does not exceed the total cost allowance as specified in the final contract document. The Service Provider shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Service Provider.

C. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Service Provider without charge, and the parties shall reasonably cooperate in connection with this Contract.

D. Personnel. The Service Provider represents that Service Provider will secure at Service Provider's own expense, all personnel required to perform the services called for under this Contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Service Provider. All of the services required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

E. Conditioned upon acceptable performance. Provided Service Provider performs the services in the manner set forth in paragraph A hereof, the City agrees to pay the Service Provider in accordance with the terms set forth in this Contract, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Service Provider for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in this contract.

F. Termination of Contract:

1. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Contract Parts shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Service Provider by one of four different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Service Provider; or by electronic mail to the address identified on contract document; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider related to this Contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Service Provider.

1a. Attorney Fees: In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

2. Termination for Convenience. The City shall have the right at any time upon 15 days' written notice to Service Provider to terminate and cancel this Contract, without cause, for the convenience of the City, and Service Provider shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Service Provider except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Service Provider for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Service Provider.

G. Confidentiality of Documents. Any reports, data, design or similar information given to or prepared or assembled by the Service Provider under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of the City.

H. Discrimination. The Service Provider agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Service Provider or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

1. **This Service Provider and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

2. **This Service Provider and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

I. Occupational License: The Service Provider shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Service Provider. No contract will be executed by the City until this occupational license has been obtained.

J. Nonresident/Foreign Service Providers. The Service Provider shall procure and maintain during the life of this Contract:

1. If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and

2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

K. General Independent Service Provider Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent contractor and not the City's employee for all purposes, including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

L. City Benefits. The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.

M. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Service Provider), or by first class mail addressed to City or Service Provider at the addresses identified on the contract document. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Service Provider) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

N. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

O. Delivery: Time is of the essence of this project. If completion times are not met at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Service Provider liable for any re-procurement costs.

P. Invoices: An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.

Q. Bankruptcy or Insolvency: In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Service Provider, or in the event of breach of any of the terms hereof including the warranties of the Service Provider, City may cancel this contract or affirm the contract and hold Service Provider responsible in damages.

R. Compliance with Applicable Laws: The Service Provider warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the provision of service covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting contract, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual. Service Provider agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Service Provider affirmatively states that payment of all local, state, and federal taxes and assessments issued to Service Provider has been made in full.

S. Interpretation of Contract And Assignments: The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Service Provider without City's written consent or any attempted assignment without such consent shall be void.

T. Provisions by Law Deemed Inserted: Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

U. Assignment: The Service Provider shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

V. Proprietary Information: In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Service Providers should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Service Providers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **Failure of Service Provider to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Service Provider should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary." This requirement also applies to the electronic copy that is to be submitted.**

All Proposals received from Service Providers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Service Providers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

W. Indemnity and Hold Harmless:

1. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

2. The Service Provider shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Contract, or the work or any subcontract thereunder (the Service Provider hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Contract to Service Provider.

3. The Service Provider shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

4. The indemnification obligations of Service Provider hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Service Provider, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

6. Service Provider affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its Contract price. Service Provider's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

7. The Service Provider shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

X. Sub-Contracts:

1. The Service Provider shall not execute an agreement with any sub-contractor to perform any work until the City has provided written consent of the use of such sub-contractor.

2. The Service Provider shall be fully responsible to the City for the acts and omissions of any sub-contractors, and of persons either directly or indirectly employed by them, as Service Provider is for the acts and omissions of persons directly employed by them.

3. The Service Provider shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the provisions of the Contract.

4. Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

ADDENDUM #1

CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES

REQUEST FOR PROPOSAL (RFP) #052-2026

FOR: AUDITING SERVICES

Denise Neuleib, Buyer
Email: dneuleib@springfieldmo.gov
Phone: 417-864-1624

Date Issued: May 8, 2026
DUE DATE REMAINS: WEDNESDAY, MAY 20, 2026 BY 3:00 P.M.

The original **Request for Proposal #052-2026** for **Auditing Services** documents shall remain in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer, C = Clarification and S = Statement

Clarification:

S1. **The union-negotiated benefit AUP is no longer needed and has been removed from the scope of services for Request for Proposal #052-2026 for Auditing Services.**

C1. **Clarification to Presentation Schedule: Part I, section 5.0 TIMELINE, paragraph 5.2.6 Presentations on page 11 of 50 of the Request for Proposal has been updated as follows:**

5.2.6 **Presentations:** The pension audit and deliverables should be presented to the Springfield Police Officers' and Fire Fighters' Retirement System Board of Trustees on November 12, 2026. For the financial statement audit, the auditor shall make two separate presentations of the deliverables – one in December 2026 and one in January 2027. **All financial statement deliverables are required to be provided to the Director and Assistant Director of Finance no later than December 21, 2026.**

5.2.6.1 The first presentation will be made to the City Managers and Director and Assistant Director of Finance.

5.2.6.2 The second presentation will be made to the City Council. The presentation to the City Council will be made in January 2027, pending the available meeting schedule of City Council. All reports should be completed and available for the presentation to the City Council. The most recent presentations have included a peer benchmarking report prepared in conjunction with City staff to provide greater context and comparison to the information presented to City Council.

General Questions

Q1. **Would it be possible to obtain copies of the previous year's Agreed-Upon-Procedures reports?**

A1. *Please see **EXHIBIT 1** for the 2025 agreed-upon-procedures documentation related to the Local Government Financial Test.*

The union-negotiated benefit AUP is no longer needed and has been removed from the scope of the Request for Proposal.

Q2. **Expected FY 2026 federal programs and major program mix:** The RFP states proposals should assume a minimum of three major programs and notes more than $67.1 million in federal awards for FY 2025. Does the City have an idea of what the major programs will be for 2026 and if so can these be provided?

A2. *We have not prepared a preliminary SEFA to identify potential major programs for FY 2026.*

Q3. **Pricing for additional major programs:** The RFP requires a per-unit cost for each additional major program audited, but Form 6A does not appear to provide a specific line for additional major programs. Please clarify where offerors should include the per-unit cost for each additional major program and whether that amount should be included in the Total All-Inclusive Maximum Price.

A3. *The amount for additional major programs should not be included in the Total All-Inclusive Maximum Price as that is an unknown variable from year-to-year. An additional line has been added to the cost form. Please see **REVISED FORM NO. 6A: "FEE SCHEDULE" AND TOTAL COST**.*

Q4. **Clarification of scope included in "financial statement audit":** The RFP states FY 2025 audit fees totaled $155,800 for the financial statement audit, single audit, and passenger facility charge audit, while Form 6A separately lists the City financial statement audit but does not separately price the Single Audit or Passenger Facility Charge audit. Should offerors include the Single Audit and Passenger Facility Charge audit within the "Financial Statements: City of Springfield" subtotal, or should those services be separately identified elsewhere?

A4. *The cost for the financial statement audit should include the single audit and passenger facility charge audit.*

Q5. **AUP scope — Local Government Financial Test:** Please provide the most recent agreed-upon procedures report or expected procedures for the State of Missouri Department of Natural Resources Local Government Financial Test, including expected timing, responsible City contacts, and anticipated number of procedures or schedules.

A5. *Please see **EXHIBIT 1** for the 2025 agreed-upon-procedures documentation related to the Local Government Financial Test.*

The AUP is a new requirement implemented by the State of Missouri in 2025. We do not have an established timing for the AUP yet.

The Local Government Financial Test is prepared by the Assistant Director of Environmental Services, Superintendent of Solid Waste, and the Assistant Director of Finance & Comptroller.

Q6. **AUP scope — union-negotiated benefit:** Please provide the expected scope, procedures, criteria, and deliverable requirements for the union negotiated benefit AUP, including the applicable agreement or benefit calculation, timing, and anticipated level of testing.

A6. *This item is no longer relevant and has been removed from the scope of services for Request for Proposal #052-2026 for Auditing Services.*

Q7. **Timing of AUP deliverables:** The RFP states the timing of the two AUP deliverables will be determined at the start of each contract year. For pricing and staffing purposes, can the City provide the expected or historical timing of each AUP engagement?

A7. *The Local Government Financial Test was first performed in 2025. We do not yet have timing established for it. We anticipate it being anytime between August and December.*

The AUP for the union-negotiated benefit is no longer relevant and has been removed from the scope of services for Request for Proposal #052-2026 for Auditing Services.

Audit Scope / Deliverables Questions

Q8. **Passenger Facility Charge audit:** Please provide the most recently completed PFC audit deliverables.
A8. *Please see **EXHIBIT 2**.*

Pension audit scoping:

Q9. Please provide the most recent audited pension financial statements and governance letter.
A9. *Please see **EXHIBIT 3**.*

Q10. Also, has the auditor historically confirmed investments with both the record keeper and the individual money managers?
A10. *The auditor does confirm the investments with the money manager and the record keeper.*

Q11. How many-money managers are there?
A11. *There are currently 12 money managers and the custodian, UMB.*

Q12. Is there a formal presentation to the board for this audit and if so historically when does this presentation occur?
A12. *There is a formal presentation to the Board. This takes place at the November meeting on the 2nd Thursday of the month. It is currently scheduled for November 12, 2026. See 5.2.6 of the Request for Proposal on page 11 of 50.*

Component units and related entities:

Q13. Do the blended component units all get accounted for in the City's GL software and do they have the same control environment as the rest of the City? If not, please explain the accounting and control environment?
A13. *Yes.*

Q14. Are there any other stand-alone audited financials included in the scope of this RFP expected besides the stand-alone audited f/s of the pension system.
A14. *No.*

Q15. **Major and Nonmajor Funds:** Are there any anticipated changes to or within the reporting entity including changes within major funds as defined by GASB 100 expected during the contract period? If yes, please describe the expected changes, including funds affected and whether any new funds are expected to be established.
A15. *The Public Safety Pension Sales Tax fund will no longer meet the quantitative criteria to be presented as a major fund; however, the City may elect to continue to report it as a major fund for qualitative reasons. A final decision has not yet been made.*

The Coronavirus Fiscal Recovery fund tracks our $40 million ARPA spend. It will continue to be reported as a major fund for qualitative reasons until fiscal year 2027 when all monies have been expended.

No new funds are planned at this time.

Q16. **ACFR:** Does the City's management team prepare the ACFR? If yes, please describe the extent of management's involvement in drafting the ACFR, including which sections are prepared internally versus those expected to be prepared by the auditor (e.g. government-wide full accrual conversion, fund statements, footnotes, required supplementary information, formatting, printing, etc.) and what software the ACFR is prepared within.
A16. *Please see section 3.2.1 of the Request for Proposal on page 9 of 50. The City's finance department prepares all sections of the ACFR.*

City staff shall prepare all sections of the Annual Comprehensive Financial Report, including the Introductory Section, Financial Section (excluding the Independent Auditor's Report), Required Supplementary Information, and Statistical Section. The auditor has traditionally assisted City staff with combining the Word and Excel files into one document for the Annual Comprehensive Financial Report. The auditor's process for this step should be fully explained in the proposal.

The City does not currently utilize ACFR software. Our report is maintained in Excel and Word. The auditors assist with combining and formatting the files. The auditor traditionally provides printed deliverables.

Q17. **Centralized vs. Decentralized:** Are all city departments, including enterprise funds accounting functions centralized or decentralized? If decentralized, please describe the controls that do not have shared services and are performed by the standalone departments.

A17. *Some departments within the City have their own financial staff; however, the central finance department is the primary contact for the audit process. Staff from other departments are consulted as needed for specific audit areas or questions. Payroll and accounts payable functions are centralized. All City departments are subject to the same financial control policies and procedures.*

Q18. **Capital Asset Reporting:** Does the City track capital assets in a capital asset module or excel?

A18. *Capital assets are recorded in the ERP system asset module.*

The City utilizes Excel spreadsheets to track CIP projects prior to capitalizing them in the ERP system module.

Scheduling / Logistics Questions

Q19. **Hybrid fieldwork expectations:** The RFP notes recent hybrid fieldwork with auditors being onsite only when necessary. Please clarify the City's preferred or required onsite presence for interim and final fieldwork, including whether any procedures must be performed onsite.

A19. *We request the interim and final fieldwork be performed in the most efficient and effective manner. Many of our records are available electronically; however, there are some records that are hardcopy only. We expect hardcopy records to be reviewed onsite as opposed to having staff scan multiple documents otherwise readily available.*

We worked successfully with our previous auditor utilizing a hybrid arrangement; however, the basic understanding of our processes, records, and personnel had already been established in prior years of the engagement.

The first one or two years with a new firm or team may likely require more time onsite.

Q20. **ERP transition:** The RFP states the City is beginning the process of identifying needs and options for its next ERP system. Is any ERP conversion, implementation, data migration, or significant system change expected during the FY 2026 audit period or potential renewal years?

A20. *No significant ERP system changes are expected during FY 2026 or FY 2027. Potential changes may occur in later renewal years.*

Proposal Format / Responsiveness Questions

Q21. **Form 3 date range inconsistency:** Form No. 3 requests clients "anytime between 2017 and 2020," but also asks for work during the past five years. Please clarify the intended time period for references and experience.

A21. *The original dates listed are in error. It should read "anytime between 2021 and 2025". Please see* ***REVISED FORM NO. 3: LIST OF REFERENCES AND EXPERIENCE*** *attached.*

Q22. **Maximum number of references:** Form No. 3 says to list no more than ten total projects. Does the City prefer that offerors provide separate examples for municipalities, Single Audits, and pension audits, or may the same client/project be used to satisfy multiple categories?

A22. *The same client/project may be used to satisfy multiple categories. Please specify the category of work performed for each client/project.*

Q23. **Page limits:** The RFP limits the letter of transmittal to four pages. Are there page limits for Form 5 Project Approach Narrative, resumes, references, appendices, peer review report, insurance information, or additional attachments?

A23. *No, there are no page limits for Form 5 Project Approach Narrative, resumes, references, appendices, peer review report, insurance information, or additional attachments.*

Q24. **Use of attachments:** May offerors attach supplemental narratives, resumes, reference sheets, and fee explanations behind the City-provided forms, provided the forms themselves are completed?

Q24. *Yes, additional pages may be attached in sequence if more space is required.*

Q25. **Required forms with proposal vs. prior to contract:** Section 13.1 lists items required with the proposal, while the Table of Contents includes Form No. 10 and E-Verify MOU as items that may be submitted prior to issuance of a contract. Please confirm which forms and documents are mandatory at proposal submission versus only required after notice of award.

A25. *Per the RFP, Part III, paragraph 13.0 COMPLIANCE, subparagraph 13.1 lists the forms that shall be provided with proposal submittal and subparagraph 13.2 lists the forms that shall be provided prior to the issuance of a contract. Please see* ***REVISED ENCLOSURE III, TABLE OF CONTENTS FOR SUBMITTAL*** *attached.*

Q26. **Form No. 11 Statement of No Proposal:** The Table of Contents includes Form No. 11, but the form states it should be returned only if declining to propose. Should offerors submitting a proposal omit Form No. 11, include it marked "Not Applicable," or include it unsigned?

A26. *If Offeror is submitting a proposal, Form No. 11 does not need to be submitted. Form No. 11 will be removed from the Table of Contents. Please see* ***REVISED ENCLOSURE III, TABLE OF CONTENTS FOR SUBMITTAL*** *attached.*

Q27. **Additional agreements / engagement letter:** The RFP permits additional agreements/contracts as attachments. May offerors include their standard audit engagement letter and required professional terms, subject to City review, without the proposal being deemed nonresponsive?

A27. *Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on FORM NO. 7 AFFIDAVIT OF COMPLIANCE.*

Per the RFP, Part II, Standard Instructions to Offerors and Conditions of Request for Proposal, paragraph 16.0 RFP FORMS AND EXCEPTIONS: "Unless otherwise specified, Offerors must use the Request for Proposal forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. ***Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).*** *All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the City's procurement regulations. If no exceptions are noted, Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation, you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted or may render your proposal non-responsive."*

Q28. **Exceptions:** If an offeror includes professional-standard engagement terms or clarifications but does not intend to take exception to the RFP, should those terms be listed on Form No. 7 as exceptions, or included as an additional agreement/contract attachment?

A28. *See the answer to A27 above. Additional agreements, professional-standard engagement terms or clarifications shall be listed as exceptions on FORM NO. 7 AFFIDAVIT OF COMPLIANCE.*

ACKNOWLEDGEMENT

Each Offeror shall acknowledge receipt of this **Addendum #1** of **Request for Proposal #052-2026** titled **Auditing Services** with his/her signature affixed hereto; and shall submit this Addendum and any attachments provided herein with their original RFP submittal.

CERTIFICATION BY BIDDER:

SIGNATURE: _____

TITLE: _____

COMPANY: _____

DATE: _____

REVISED ENCLOSURE III
TABLE OF CONTENTS FOR SUBMITTAL

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE **This form must be executed and submitted with proposal.**	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA The respondent must return the correct number of all numbered addenda with submitted proposal. All addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided.	Page 3
F.	KEY OUTSIDE CONSULTANTS: Form No. 2 provided.	Page 4
G.	LIST OF REFERENCES AND EXPERIENCE: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page(s) _____
H.	PERSONNEL QUALIFICATIONS: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page(s) _____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided.	Page(s) _____
J.	COST: Form(s) provided: 6A	Page(s) _____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7. **This form must be executed and submitted with proposal.**	Page(s) _____
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated.) Form No. 8	Page(s) _____
M.	CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (This form must be signed and dated.) Form No. 9	Page(s) _____
N.	ADDITIONAL AGREEMENT(S)/CONTRACTS: (if applicable) Any additional agreement(s)/contracts proposed by the Offeror shall be included with the Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.	Attachment(s): #

REVISED FORM NO. 3: LIST OF REFERENCES AND EXPERIENCE

Work by the Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

1. Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2021 and 2025).

    - Municipalities and other government entities.
    - Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided).
    - Governmental entities or other entities for which pension audits have been performed (identify the magnitude of pension fund).

2. For each of the categories of clients listed above in Item #1, please indicate the top five clients that are considered most similar to the City of Springfield, Missouri:

    - Scope of Work
    - Approximate dates service was provided
    - Approximate size of government entity, annual budget, population, etc.
    - Name of engagement partner
    - Total hours
    - Name and telephone number of principal client contact

REVISED FORM NO. 6A: "FEE SCHEDULE" AND TOTAL COST
PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF FINANCIAL STATEMENTS

Schedule of hourly billing rates for services and overall total project cost to include all related cost associated with the scope of services, to include but not limited to, personnel, total hours and service-related expenses.

I. FINANCIAL STATEMENTS: CITY OF SPRINGFIELD

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	$_____	$_____	$_____
Managers	_____	$_____	$_____	$_____
Seniors	_____	$_____	$_____	$_____
Other Supervisory Staff	_____	$_____	$_____	$_____
Staff	_____	$_____	$_____	$_____
Other (specify): _____	_____	$_____	$_____	$_____
Other (specify): _____	_____	$_____	$_____	$_____
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD				$_____

II. FINANCIAL STATEMENTS: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	$_____	$_____	$_____
Managers	_____	$_____	$_____	$_____
Seniors	_____	$_____	$_____	$_____
Other Supervisory Staff	_____	$_____	$_____	$_____
Staff	_____	$_____	$_____	$_____
Other (specify): _____	_____	$_____	$_____	$_____
Other (specify): _____	_____	$_____	$_____	$_____
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM				$_____

III. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD	**$_____**
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM	**$_____**
AUP 1 – Local Government Financial Test	**$_____**
Out-of-Pocket Expenses (Not-to-Exceed)	**$_____**
Meals and Lodging	**$_____**
Transportation	**$_____**
TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR AUDITING SERVICES	**$_____**

IV. ADDITIONAL MAJOR PROGRAMS

Additional Major Programs	**$_____**

V. RENEWAL OPTION: The City may at its option renew the Contract up to four (4) additional one-year terms. The Offeror agrees not to increase the quoted not-to-exceed rates by more than the following percentages for each successive one-year renewal term.

1st One (1) Year Renewal Term: _____% increase (based on initial one-year's total all-inclusive maximum price).
2nd One (1) Year Renewal Term: _____% increase (based on previous year's total all-inclusive maximum price).
3rd One (1) Year Renewal Term: _____% increase (based on previous year's total all-inclusive maximum price).
4th One (1) Year Renewal Term: _____% increase (based on previous year's total all-inclusive maximum price).

Note: The rates quoted shall not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price. **PROFESSIONAL FEES SPECIFIED HEREIN SHALL BE APPLICABLE FOR ADDITIONAL SERVICES, IF REQUESTED BY THE CITY.**

RSM

Independent Accountant's Report

RSM US LLP

Honorable Mayor and Members of City Council
City of Springfield, Missouri

We have performed the procedures enumerated below on the Local Government Financial Test of the City of Springfield, Missouri (the "City") for the year ended June 30, 2025, to meet the intended purpose of agreeing the Local Government Financial Test to the City's June 30, 2025 Annual Comprehensive Financial Report ("ACFR") as required pursuant to Missouri Department of Natural Resources 10 CSR 80-2, submitted to the Solid Waste Management Program (the "subject matter"). The City of Springfield, Missouri is responsible for the subject matter.

The City has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of agreeing the Local Government Financial Test information to the City's June 30, 2025 Annual Comprehensive Financial Report. Additionally, the Missouri Department of Natural Resources has agreed to and acknowledged that the procedures performed are appropriate to meet their purposes. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedure and the associated findings are as follows:

1. Obtain the Local Government Financial Test for the fiscal year ended June 30, 2025 and agree each of the amounts reported to the City's Annual Comprehensive Financial Report for the year ended June 30, 2025, or other supporting documentation.

   No exceptions were identified during the procedure performed.

We were engaged by the City to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the AICPA. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on the subject matter. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the City and the Missouri Department of Natural Resources, and is not intended to be, and should not be, used by anyone other than these specified parties.

RSM US LLP

Kansas City, Missouri
February 9, 2026

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STATE OF MISSOURI
DEPARTMENT OF NATURAL RESOURCES
LOCAL GOVERNMENT FINANCIAL TEST

Date: January 30, 2026

Director
Missouri Department of Natural Resources
Attention: Solid Waste Management Program
P.O. Box 176
Jefferson City, MO 65102

Dear Director:

I am the chief financial officer for Springfield, Missouri. This letter is in support of this City's [CITY'S/COUNTY'S] use of a Contract of Obligation to demonstrate landfill financial assurance for [☑ closure and/or ☑ post-closure care], as specified in 10 CSR 80-2.030(4)(D)7. of the Missouri Solid Waste Management Rules (SWMR).

The fiscal year of Springfield, Missouri ends on June 30 [MONTH, DAY]. The figures for the following items marked with an asterisk are derived from this City's [CITY'S/COUNTY'S] independently audited, year-end financial statements for the latest completed fiscal year, ending June 30, 2025 [DATE]:

1. City of Springfield, Missouri is the owner/operator of the following solid waste disposal areas for which financial assurance for closure and/or post-closure care is demonstrated to the state of Missouri through a Contract of Obligation pursuant to that specified in 10 CSR 80-2.030(4)(D)7. of the SWMR. The current closure and/or post-closure care cost estimates covered by this test are shown for each disposal area:

For **each** solid waste disposal area, include its Solid Waste Operating Permit Number, name, address and the current annual closure, post-closure care and total FAI cost estimates.	
1a. Total Annual Closure Costs:	$ 11,919,872.86
1b. Total Annual Post-Closure Care Costs:	$ 6,621,358.22
1c. Total Annual Financial Assurance Costs	$ 18,541,231.08
2. Relative Size Threshold. Springfield, Missouri is the guarantor of the following regulated environmental sites for which financial assurance is demonstrated through a guarantee similar to that specified in Form 9, 10 CSR 80-2.0304)(D)7. of the SWMR. The current annual costs guaranteed to the Missouri Department of Natural Resources or the United States Environmental Protection Agency for each site as follows:	
1c. Total Annual Landfill Financial Assurance:	$ 18,541,231.08
2a. Annual Corrective Action Costs:	$
2b. Annual Remedial Action Costs:	$
2c. Annual Underground Storage Tank Costs:	$
2d. Annual Hazardous Waste Management Costs:	$
2e. Annual Land Reclamation Costs:	$
2f. Annual Underground Injection Well Costs:	$
2g. Annual PCB Storage Facility Costs:	$
2h. Annual Dioxin Storage Facility Costs:	$
2i. Total Annual Environmental Guarantees: (Add lines 1c, 2a, 2b, 2c, 2d, 2e, 2f, 2g and 2h to get line 2i)	$ 18,541,231.08
2j. *Total Revenues:	$ 520,135,224
2k. Relative Size Threshold (Line 2i divided by line 2j): 0. 03565	
Is Line 2k equal to or less than 0.430? ■ Yes ☐ No	

MO 780-1741N (4-01)

3. Operating Deficit Ratio. Springfield, Missouri noted the following Operating Deficit Ratios for the previous two fiscal years [*insert a (+) or (-) where noted*]:

	Last Year	Previous Year
Operating Deficit Ratio:	1) ( ) -0.25626	2) ( ) -0.22596

Are **both** lines 3.1) and 3.2) greater than +0.05? ☐ Yes ■ No

If "Yes", were the revenue measures generating the deficit approved by public vote according to Article VI, Sections 26(a) through 26(g) of the *Constitution of Missouri*? ☐ Yes ☐ No

4. I hereby attest that Springfield, Missouri is currently not in default on any outstanding general obligation bonds, general obligation notes and/or revenue bonds.

5. I hereby attest that Springfield, Missouri does not have any outstanding general obligation bonds with a Standard & Poor's rating of BB, B, CCC, CC, C or D or a Moody's rating of Ba, B, Caa, Ca or C or speculative grade general obligation bonds rated by an agency other than Standard & Poor's or Moody's.

6. Financial components. [*Fill in either Alternative I, if the criteria of 10 CSR 80-2.030(4)(D)7.F.(I) of the SWMR are used, or Alternative II, if the criteria of 10 CSR 80-2.030(4)(D)7.F.(II) of the SWMR are used.*]

ALTERNATIVE I

A. *Liquidity Ratio = 0.97370. Is the Liquidity Ratio greater than or equal to 0.050? ■ Yes ☐ No

B. *Debt Service Ratio = 0.05854. Is the Debt Service Ratio less than or equal to 0.200? ■ Yes ☐ No

ALTERNATIVE II

The current rating for outstanding general obligation bonds for Springfield, Missouri is Aa1 as rated by ☐ Standard & Poor's ■ Moody's.

7. Certification. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate and complete.

I also hereby certify that the wording of this letter is identical to that specified in 10 CSR 80-2.030(4)(D)7. as such rules were constituted on the date shown immediately below.

SIGNATURE	DATE
D Holt	01-30-2026

NAME	TITLE
David Holtmann	Director of Finance

MO 780-1741N (4-01)

WORKSHEET

1. **Total Expenditures** is defined as the sum of the total annual expenditures of the general revenue fund, special revenue funds and debt service funds, plus the total operating expenses before depreciation of enterprise funds, the total net non-operating revenues of enterprise funds (if negative) and the total net non-operating revenues of internal services funds (if negative). 386,844,155

2. **Total Revenues** is defined as the sum of total annual revenues of the general fund, special projects funds, the debt service fund and capital project funds, plus the total operating revenues of enterprise funds, total net non-operating revenues of enterprise funds (if positive) and total net non-operating revenues of internal service funds (if positive). 520,135,224

3. The **Relative Size Threshold** is the Total Annual Environmental Guarantees obligated by the city or county divided by the Total Revenues:

0.03565 (RELATIVE SIZE THRESHOLD) = 18,541,231.08 (TOTAL ANNUAL ENVIRONMENTAL GUARANTEES) / 520,135,224 (TOTAL REVENUES)

4. The **Operating Deficit Ratio** is defined as the difference of (total expenditures minus total revenues), all divided by the total revenues:

-0.25626 (OPERATING DEFICIT RATIO) = (386,844,155 (TOTAL EXPENDITURES) − 520,135,224 (TOTAL REVENUES)) / 520,135,224 (TOTAL REVENUE)

5. The **Liquidity Ratio** is determined by dividing the Total Cash and Current Investments by the Total Expenditures:

0.97370 (LIQUIDITY RATIO) = 376,671,115 (TOTAL CASH AND CURRENT INVESTMENTS) / 386,844,155 (TOTAL EXPENDITURES)

6. **Total Cash and Current Investments** is defined as the sum of cash and cash equivalents (e.g. bank deposits, short-term debt securities, money market funds) plus current investments (e.g. interest or dividend bearing securities that mature within one year) for the general revenue fund, special revenue funds, debt service funds, enterprise funds and internal service funds. These shall include funds that are pooled, with a fiscal agent and/or restricted, but shall exclude funds that are accounts receivable, retirement or pension assets, real property, fixed assets, capital project funds and/or any non-current assets.

7. The **Debt Service Ratio** is determined by dividing the Annual Debt Service by the Total Annual Expenditures:

0.05854 (DEBT SERVICE RATIO) = 22,647,195 (ANNUAL DEBT SERVICE) / 386,844,155 (TOTAL EXPENDITURES)

8. The **Annual Debt Service** is defined as the sum of:

- all amounts in the debt service category in the general fund, special revenue funds, debt service fund and capital projects funds as reported on the Comprehensive Annual Financial Reports (CAFRs) Combined Statement of Revenues, Expenditures and Changes in Fund Balances/Equity; plus

- all interest expense in enterprise funds and internal service funds as reported on the CAFRs Combined Statement of Revenues, Expenses and Changes in Retained Earnings/Fund Balances.

City of Springfield
Local Government Financial Test Workpaper

	FY 25	ACFR Page
TOTAL REVENUES:		
General Fund	$120,615,842	25
Public Safety Pension Sales Tax (major fund)	$36,631,486	25
Coronavirus Fiscal Recovery (major fund)	$17,321,818	25
Special Revenue	$144,653,111	147
Debt Service	$13,371,065	147
Capital Projects	$56,850,482	147
Enterprise Operating Revenues	$117,171,915	29
Enterprise Net Nonoperating Revenues (if NOT negative)	$11,388,918	29
Internal Service Net Nonoperating Revenues (if NOT negative)	$2,130,587	29
	$520,135,224	
TOTAL EXPENDITURES:		
General Fund	$118,839,174	25
Public Safety Pension Sales Tax (major fund)	$36,631,486	25
Coronavirus Fiscal Recovery (major fund)	$17,335,168	25
Special Revenue	$130,190,849	147
Debt Service	$13,706,007	147
Enterprise Operating Expense (less Depreciation)	$70,141,471	29
Enterprise Net Nonoperating Revenues (if negative)	$0	29
Internal Service Net Nonoperating Revenues (if negative)	$0	29
	$386,844,155	
TOTAL CASH AND CURRENT INVESTMENTS:		
General Fund	$43,063,014	23
Public Safety Pension Sales Tax (major fund)	$0	23
Coronavirus Fiscal Recovery (major fund)	$9,975,199	23
Special Revenue	$84,864,310	146
Debt Service	$20,039,164	146
Enterprise	$182,162,609	27
Internal Service	$36,566,819	27
	$376,671,115	
ANNUAL DEBT SERVICE:		
General Fund (Debt included in this fund)	$4,246,834	25
Public Safety Pension Sales Tax (Debt included in this fund)	$0	25
Coronavirus Fiscal Recovery (major fund)	$0	25
Special Revenue (Debt included in these funds)	$1,279,719	147
Debt Service (Debt included in these funds)	$13,706,007	147
Capital Projects (Debt included in these funds)	$0	147
Enterprise (interest expense)	$3,414,635	29
Internal Service (interest expense)	$0	29
	$22,647,195	

Line 2k - Relative Size Threshold	0.03565
Operating Deficit Ratio	-0.25626
Liquidity	0.97370
Debt Service	0.05854

Keyed amount

City of Springfield, Missouri
Springfield-Branson National Airport
(An Enterprise Fund of the City of Springfield, Missouri)

Schedule of Passenger Facility Charges Collected and Expended
June 30, 2025

Contents

Report on compliance with the passenger facility charge program; report on internal control over compliance and report on the schedule of passenger facility charges collected and expended as required by the *Passenger Facility Charge Audit Guide for Public Agencies*	1-3
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RSM

RSM US LLP

Report on Compliance with the Passenger Facility Charge Program; Report on Internal Control Over Compliance and Report on the Schedule of Passenger Facility Charges Collected and Expended as Required by the *Passenger Facility Charge Audit Guide for Public Agencies*

Independent Auditor's Report

Honorable Mayor and
Members of the City Council

Report on Compliance

Opinion on The Passenger Facility Charge Program
We have audited the City of Springfield, Missouri (the City) Springfield-Branson National Airport Fund's (the Airport) compliance with the types of compliance requirements identified as subject to audit in the *Passenger Facility Charge Audit Guide for Public Agencies*, issued by the Federal Aviation Administration (Guide) that could have a direct and material effect on the City's passenger facility charge program for the year ended June 30, 2025.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its passenger facility charge program for the year ended June 30, 2025.

Basis for Opinion on The Passenger Facility Charge Program
We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS) and the Guide. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the passenger facility charge program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance
Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's passenger facility charge program.

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Auditor's Responsibilities for the Audit of Compliance
Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the passenger facility charge program as a whole.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Guide, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance
A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of the passenger facility charge program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of the passenger facility charge program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Guide. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Passenger Facility Charges Collected and Expended

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Springfield, Missouri, as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 18, 2025, which contained unmodified opinions on those financial statements. Our audit report includes a reference to other auditors who audited the financial statements of the City Utilities, the discretely presented component unit, as described in our report on the City's financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of passenger facility charges collected and expended for the year ended June 30, 2025, is presented for purposes of additional analysis as required by the Guide and it is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. It provides relevant information that is not provided by the historical accrual basis financial statements, and is not intended to be a presentation in conformity with accounting principles generally accepted in the United States of America or a complete presentation of the Airport or City in accordance with the cash basis used for this financial statement presentation. Under the cash basis, certain revenue and the related assets are recognized when cash is received rather than earned, and certain expenses are recognized when paid rather than when the obligation is incurred. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of passenger facility charges collected and expended (cash basis financial statement) is fairly stated in all material respects in relation to the basic financial statements as a whole.

RSM US LLP

Kansas City, Missouri
December 18, 2025

City of Springfield, Missouri
Springfield-Branson National Airport

Schedule of Passenger Facility Charges Collected and Expended (Cash Basis)
Year Ended June 30, 2025

Application #06-06-C-00-SGF:	
Beginning cash balance, unliquidated PFC revenue	$ -
Passenger facility charges collected	3,311,398
Interest received	74,899
Total funds available	3,386,297
Project expenditures, midfield terminal financing costs	3,386,297
Ending cash balance, unliquidated PFC revenue	$ -

See notes to schedule of passenger facility charges collected and expended (cash basis).

City of Springfield, Missouri
Springfield-Branson National Airport

Notes to Schedule of Passenger Facility Charges Collected and Expended (Cash Basis)
Year Ended June 30, 2025

Note 1. Description of the Program

Sections 9110 and 9111 of the Aviation Safety and Capacity Expansion Act of 1990, enacted on November 5, 1990, authorized the Secretary of Transportation, further delegated to the Federal Aviation Administration (FAA) Administrator, to approve the local imposition of an airport passenger facility charge (PFC) of $1, $2 or $3 per enplaned passenger for use on certain airport projects. On May 29, 1991, the FAA issued Part 158 of the Federal Aviation Regulations outlining policies and procedures for the PFC Program. Under Part 158, public agencies controlling commercial service airports can apply to the FAA for authority to impose a PFC for use on eligible projects. On May 30, 2000, the FAA issued a revision to Part 158 that increased the maximum PFC level to $4.00 or $4.50. The change also incorporated additional criteria for the approval of higher PFC levels. The Springfield-Branson National Airport (the Airport) has been authorized by the FAA to impose and use a $4.50 passenger facility charge to collect a total of $83,651,097 for the Midfield Replacement Terminal, which is estimated to expire January 1, 2036.

PFCs collected are separately held in a restricted fund along with interest earned on such funds. Expenditures shown in the Schedule of Passenger Facility Charges Collected and Expended (the Schedule) represent those amounts transferred from the restricted fund to reimburse the Airport for the PFC qualified portion of amount expended on eligible projects.

Note 2. Basis of Accounting

The accompanying Schedule and the PFC quarterly reports of funds collected and expended are prepared on the cash basis of accounting, which is considered an other comprehensive basis of accounting, wherein revenues are recorded when received and PFC funds expended are recorded upon designation as PFC eligible expenditures, except as reduced for subsequent alternate sources of funding.

Note 3. Relationship to Quarterly Reports

Amounts reported in the Schedule agree with the amounts reported in the Public Agency Quarterly Reports.

Note 4. Air Carrier Leases Related to PFC Funded Facilities

The Airport leases ticket counter, gate, joint use and apron space to four airlines - Allegiant Air, American Airlines, Delta Air Lines and United Airlines. These spaces are in the terminal building and the adjacent terminal apron areas. These leased spaces were initially funded in part by PFCs and, currently, the remaining debt service for the terminal and roadway were funded by PFCs. The lease rates charged to the airlines are based on a contractual rates and charges model adopted by the board each fiscal year.

City of Springfield, Missouri
Springfield-Branson National Airport

Schedule of Findings and Questioned Costs
Year Ended June 30, 2025

Reference Number	Finding	Questioned Costs

Findings Required to be Reported by Passenger Facility Charge Audit Guide for Public Agencies

No matters are reportable

City of Springfield, Missouri
Springfield-Branson National Airport

Summary Schedule of Prior Audit Findings
Year Ended June 30, 2025

The prior year PFC report disclosed no findings in the schedule of findings and questioned costs and no uncorrected or unresolved findings exist from the prior year's summary of prior audit findings.

November 17, 2025

RSM US LLP

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Board of Trustees
City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
A Fiduciary Component Unit of the City of Springfield, Missouri
Springfield, Missouri

Attention: Justin Setser, Board President

This letter is to inform the Board of Trustees of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the Plan) about significant matters related to the conduct of our audit as of and for the year ended June 30, 2025, so that you can appropriately discharge your oversight responsibility and we comply with our professional responsibilities.

The following required communications summarize our responsibilities regarding the financial statement audit as well as observations from our audit that are significant and relevant to your responsibility to oversee the financial reporting process.

Our Responsibilities

We described our responsibilities under auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States to you in our engagement letter dated July 24, 2025. Our audit of the financial statements does not relieve management or you of your responsibilities, which are also described in that letter.

Planned Scope and Timing of the Audit

We previously issued a separate communication dated September 3, 2025 regarding the planned scope and timing of our audit and identified significant risks.

Significant Accounting Practices, Including Policies, Estimates and Disclosures

In our meeting with you, we will discuss our views about the qualitative aspects of the Plan's significant accounting practices, including significant accounting policies, significant unusual transactions, accounting estimates and financial statement disclosures. The following is a list of the matters that will be discussed, including the significant estimates, which you may wish to monitor for your oversight responsibilities of the financial reporting process:

- Significant Accounting Estimates
  - Net pension liability and the actuarial assumptions
  - Fair value of investments

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Audit Adjustments and Uncorrected Misstatements

There were no audit adjustments made to the original trial balance presented to us to begin our audit.

We are not aware of any uncorrected misstatements other than misstatements that are clearly trivial.

Internal Control Matters and Compliance Findings

We have separately communicated internal control matters and compliance findings over financial reporting identified during our audit of the financial statements, as required by *Government Auditing Standards*, and this communication is attached.

Shared Responsibilities for Independence

Independence is a **joint responsibility** and is managed most effectively when management, audit committees (or their equivalents), and audit firms work together in considering compliance with American Institute of Certified Public Accountants (AICPA) and Government Accountability Office (GAO) independence rules. For RSM to fulfill its professional responsibility to maintain and monitor independence, management, the Board of Trustees, and RSM each play an important role.

Our Responsibilities

- AICPA and GAO rules require independence both of mind and in appearance when providing audit and other attestation services. RSM is to ensure that the AICPA and GAO's General Requirements for performing nonattest services are adhered to and included in all letters of engagement.
- Maintain a system of quality management over compliance with independence rules and firm policies.

The Plan's Responsibilities

- Timely inform RSM, before the effective date of transactions or other business changes, of the following:
  - New affiliates, directors or officers.
  - Changes in the organizational structure or the reporting entity impacting affiliates such as subsidiaries, partnerships, related entities, investments, joint ventures, component units, jointly governed organizations.
- Provide necessary affiliate information such as new or updated structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to the Plan and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with RSM.
- Not entering into arrangements of nonaudit services resulting in RSM being involved in making management decisions on behalf of the Plan.
- Not entering into relationships resulting in close family members of RSM covered persons, temporarily or permanently acting as an officer, director, or person in an accounting, financial reporting or compliance oversight role at the Plan.

Management Representations

Attached is a copy of the management representation letter.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to the Plan.

This report is intended solely for the information and use of the Board of Trustees and is not intended to be, and should not be, used by anyone other than this specified party.

RSM US LLP

RSM

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

Board of Trustees
City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund,
A Fiduciary Component Unit of the City of Springfield, Missouri

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the Plan), a fiduciary component unit of the City of Springfield, Missouri as of and for the year ended June 30, 2025, and the related notes to the financial statements, which comprise the Plan's basic financial statements, and have issued our report thereon dated November 17, 2025.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered the Plan's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we do not express an opinion on the effectiveness of the Plan's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Plan's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters
As part of obtaining reasonable assurance about whether the Plan's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report
The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the Plan's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Plan's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

RSM US LLP

Kansas City, Missouri
November 17, 2025

November 17, 2025

RSM US LLP
4622 Pennsylvania Ave., Suite 1100
Kansas City, MO 64112

This representation letter is provided in connection with your audits of the financial statements of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the Plan), a fiduciary component unit of the City of Springfield, Missouri, as of and for the years ended June 30, 2025 and 2024 for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

We confirm, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves, that as of November 17, 2025:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated July 24, 2025, for the preparation and fair presentation of the financial statements referred to above in accordance with U.S. GAAP.

2. We acknowledge our responsibility for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

3. We acknowledge our responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.

4. The methods, data, and significant assumptions used by us in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in the context of U.S. GAAP, and reflect our judgment based on our knowledge and experience about past and current events, and our assumptions about conditions we expect to exist and courses of action we expect to take.

5. The methods, assumptions and data used to measure assets reported or disclosed at fair value, including information obtained from brokers, pricing services or third parties are as follows, and result in an estimate that is appropriate for financial statement measurement and disclosure purposes and have been consistently selected and applied in making the estimate:

   Investments owned are reported at fair value, the valuation methodologies are as follows:

   Level 1 Measurements:
   Index fund – equities, international equity funds, and core fixed income are traded in active markets on national and international securities exchanges and are valued at closing prices on the measurement date.

Net Asset Value:
International equity and hedge funds, real estate funds, limited partnerships, private equities and core fixed income are recorded at net asset value (NAV) per share as a practical expedient.

Significant judgments made in making the estimate have taken into account all relevant information of which we are aware. All disclosures related to the estimate, including disclosures describing estimation uncertainty, are complete and reasonable in the context of U.S. GAAP. No subsequent events have occurred that would require adjustment to the estimate and related disclosures included in the financial statements.

6. The methods, assumptions and data used to estimate the total pension liability are as follows, and result in an estimate that is appropriate for financial statement measurement and disclosure purposes and have been consistently selected and applied in making the estimate:

   The Plan uses an actuary to determine the actuarially measured total pension liability for the defined benefit pension plan. The actuary's valuation method used for the total pension liability is the entry age normal, and includes the following significant assumptions:

Inflation:	2.30%
Salary increases including inflation:	3.50%
Investment rate of return:	6.00%
Cost of living adjustment:	3.00%

Retirement Age:	Rates of retirement for each age from 45 to 60 based on recent experience of the Plan where all employees are assumed to retire by age 60.
Turnover:	Rates based on experience
Mortality:	Pub-2010 Public Safety Amount-Weighted Tables with generational projection from 2010 using Scale MP-2021

   Significant judgments made in making the estimate have taken into account all relevant information of which we are aware. The assumptions listed above properly reflect our intent and ability to carry out the specific courses of actions previously communicated to you on behalf of the Plan. We have also appropriately considered alternative assumptions or outcomes through evaluating alternatives such as through sensitivity analysis of discount rates. All disclosures related to the estimate, including disclosures describing estimation uncertainty, are complete and reasonable in the context of U.S. GAAP. No subsequent events have occurred that would require adjustment to the estimate and related disclosures included in the financial statements.

7. Related-party transactions have been recorded in accordance with the economic substance of the transaction and appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP. Types of related party transactions engaged in by the Plan include:

   a. Those with the primary government (City of Springfield, Missouri) having accountability for the Plan.

8. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.

9. All events subsequent to the date of the financial statements, and for which U.S. GAAP requires adjustment or disclosure, have been adjusted or disclosed.

10. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.

11. Risk disclosures associated with deposit and investment securities are presented in accordance with GASB requirements.

12. Provisions for uncollectible receivables have been properly identified and recorded, if applicable.

13. Components of net position (restricted) are properly classified and, if applicable, approved.

14. There are no concentrations or constraints requiring disclosure in accordance with GASB Statement No. 102, *Certain Risk Disclosures*.

15. In the audit engagement letter dated July 24, 2025, we requested that you perform the following nonaudit services in connection with your audit:

    a. Draft the financial statements;

    With respect to this service:

    a. We have made all management decisions and performed all management functions;

    b. We assigned an appropriate individual to oversee the services;

    c. We evaluated the adequacy and results of the services performed, and made an informed judgment on the results of the services performed;

    d. We have accepted responsibility for the results of the services; and

    e. We have accepted responsibility for all significant judgments and decisions that were made.

16. We have no direct or indirect legal or moral obligation for any debt of any organization, public or private, that is not disclosed in the financial statements.

17. We have complied with all aspects of laws, regulations and provisions of contracts and agreements that would have a material effect on the financial statements in the event of noncompliance. In connection therewith, we specifically represent that we are responsible for determining that we are not subject to the requirements of the Single Audit Act because we have not received, expended or otherwise been the beneficiary of the required amount of federal awards during the period of this audit.

18. We have reviewed the GASB Statements effective for the fiscal year ending June 30, 2025, and concluded the implementation of the following Statements did not have a material impact on the basic financial statements:

    a. GASB Statement No. 101, *Compensated Absences*
    b. GASB Statement No. 102, *Certain Risk Disclosures*

19. We have no knowledge of any uncorrected misstatements in the financial statements.

Information Provided

20. We have provided you with:

    a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters.

    b. Additional information that you have requested from us for the purpose of the audits.

    c. Unrestricted access to persons within the Plan from whom you determined it necessary to obtain audit evidence.

    d. Minutes of the meetings of the governing board and committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.

21. All transactions have been recorded in the accounting records and are reflected in the financial statements.

22. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.

23. We have no knowledge of allegations of fraud or suspected fraud affecting the Plan's financial statements involving:

    a. Management.

    b. Employees who have significant roles in internal control.

    c. Others where the fraud could have a material effect on the financial statements.

24. We have no knowledge of any allegations of fraud or suspected fraud affecting the Plan's financial statements received in communications from employees, former employees, analysts, regulators, or others.

25. We have no knowledge of noncompliance or suspected noncompliance with laws and regulations.

26. We are not aware of any pending or threatened litigation, claims or assessments; unasserted claims or assessments that are probable of assertion and must be disclosed in accordance with GASB Codification Section C50, Claims and Judgments; or other matters, including gain or loss contingencies, whose effects should be considered when preparing the financial statements. Neither we nor the Plan or others acting on behalf of the Plan have consulted a lawyer concerning litigation, claims, assessments or other matters affecting the Plan.

    There are no other unasserted claims or assessments which are probable of assertion.

27. We have disclosed to you the identity of all of the Plan's related parties and all the related-party relationships and transactions of which we are aware.

28. We are aware of no deficiencies in internal control over financial reporting, including significant deficiencies or material weaknesses, in the design or operation of internal controls that could adversely affect the Plan's ability to record, process, summarize and report financial data.

29. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.

30. It is our responsibility to inform you of all current and potential affiliates of the Plan as defined by the "State and Local Government Client Affiliates" interpretation (ET sec. 1.224.020). Financial interests in, and other relationships with, affiliates of the Plan may create threats to independence. We have:

    a. Provided you with all information we are aware of with respect to current and potential affiliates, including degree of influence assessments and materiality assessments.

    b. Notified you of all changes to relevant considerations that may impact our determination of the existence of current or potential affiliates involving (i) changes in the determination of the materiality of an entity to the Plan's financial statements as a whole, (ii) the level of influence the Plan has over an entity's financial reporting process or (iii) the level of control or influence the Plan or a potential or current affiliate has over an investee that is not trivial or clearly inconsequential, sufficiently in advance of their effective dates to enable the Plan and RSM US LLP to identify and eliminate potential impermissible services and relationships between RSM US LLP or its associated entities and those potential affiliates, prior to the effective dates.

    c. Made you aware, to the best of our knowledge and belief, of any nonaudit services that the Plan or any of our affiliates has engaged RSM US LLP or any of its associated entities to perform.

31. We agree with the findings of the specialist in evaluating the total pension liability of the Plan and have adequately considered the qualifications of the specialist in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give instructions, or cause any instructions to be given, to the specialist with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the specialist.

32. We believe that the actuarial assumptions and methods used by the actuary for funding purposes and for determining accumulated plan benefits are appropriate in the circumstances. We did not give instructions, or cause any instructions to be given, to the actuary with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had an impact on the independence or objectivity of the plan's actuary.

33. We believe that the actuary's conclusion that the detailed depletion date is always projected to be sufficient to cover benefit payments and administrative expenses is reasonable. We also agree that the actuary's conclusion to not perform the full detailed calculation in FY25 is reasonable and supported by the circumstances specifically listed in their GASB 67 and 68 disclosure report.

34. During the course of your audits, you may have accumulated records containing data that should be reflected in our books and records. All such data have been so reflected. Accordingly, copies of such records in your possession are no longer needed by us.

Supplementary Information

35. With respect to management's discussion and analysis, the schedule of changes in net pension liability and related ratios, the schedule of employer contributions, and the schedule of investment returns presented as required by Government Accounting Standards Board (GASB) to supplement the basic financial statements:

    a. We acknowledge our responsibility for the presentation of such required supplementary information.

b. We believe such required supplementary information is measured and presented in accordance with guidelines prescribed by U.S. GAAP.

c. The methods of measurement or presentation have not changed from those used in the prior period.

d. The following are underlying significant assumptions or interpretations regarding the measurement or presentation of such information:

   Assumptions used by the actuary for the pension calculation as noted in the pension plan.

Compliance Considerations

In connection with your audit conducted in accordance with *Government Auditing Standards*, we confirm that management:

36. Is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework.

37. Is responsible for compliance with the laws, regulations and provisions of contracts and grant agreements applicable to the auditee.

38. Is not aware of any instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements.

39. Is responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

40. Acknowledges its responsibility for the design, implementation and maintenance of controls to prevent and detect fraud.

41. Has a process to track the status of audit findings and recommendations.

42. Has identified for the auditor previous audits, attestation engagements and other studies related to the objectives of the audit and whether related recommendations have been implemented.

43. Is not aware of any investigations or legal proceedings that have been initiated with respect to the period under audit.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund

Signed by:
David Holtmann
David Holtmann,
Director of Finance

Signed by:
Maryjo Kerringer
Maryjo Kerringer,
Senior Financial Analyst

Signed by:
Justin Setser
Justin Setser,
Board President

City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund, A Fiduciary Component Unit of the City of Springfield, Missouri

Financial Report
Years Ended June 30, 2025 and 2024

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Independent Auditor's Report

Board of Trustees
City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the Plan), a fiduciary component unit of the City of Springfield, Missouri, as of and for the years ended June 30, 2025 and 2024, and the related notes to the financial statements, which collectively comprise the Plan's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the fiduciary net position of the Plan, as of June 30, 2025 and 2024, and the changes in its fiduciary net position for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Plan, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

RSM US LLP is the U.S. member firm of RSM International, a global network of independent assurance, tax, and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Plan's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedules of changes in net pension liability and related ratios, contributions and investment returns, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 17, 2025, on our consideration of the Plan's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness on the Plan's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Plan's internal control over financial reporting and compliance.

RSM US LLP

Kansas City, Missouri
November 17, 2025

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund,
A Fiduciary Component Unit of the City of Springfield, Missouri

Management Discussion and Analysis
Years Ended June 30, 2025 and 2024

Management is pleased to present this overview and analysis of the financial activities of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund for the fiscal years ending June 30, 2025 and 2024. The intent of this discussion and analysis is to look at the Plan's financial performance as a whole; readers should review the financial statements, notes to the financial statements and other schedules in order to enhance their understanding of the Plan's financial performance.

Financial Statements
The City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund is a single employer contributory defined benefit plan. The financial statements are prepared on an accrual basis, whereby transactions are recognized when they occur, regardless of when the cash is received or disbursed. Investments are recorded at fair value.

The Statement of Fiduciary Net Position presents the assets and liabilities by major categories as of the end of the fiscal year. The difference between assets and liabilities is the net position restricted for pensions. Over time, increases or decreases in fiduciary net position can be monitored to determine whether the Plan's financial condition is improving or deteriorating.

The Statement of Changes in Fiduciary Net Position presents information on the increases and decreases that caused the change in fiduciary net position during the fiscal year.

The Notes to the Financial Statements are an integral part of the financial statements. The notes provide important detail and background information that is essential to the full understanding of the data provided in the financial statements. The notes also contain information pertaining to the Plan's actuarial methods and assumptions including data on the funded status of the Plan.

Required Supplementary Information section follows immediately after the notes to the basic financial statements. This section includes the schedule of changes in net pension liability and related ratios which has information about the actuarially funded status of the Plan and the progress made in the accumulation of sufficient assets to pay benefits. The schedule of contributions provides historical information about the annual contributions made by the City of Springfield, Missouri, to the Plan. All of this information is considered useful in understanding and evaluating the financial activities of the Plan.

Financial Analysis
Fiduciary net position may serve over time as a useful indicator of the Plan's financial position. The fiduciary net position is available to meet the Plan's ongoing obligation to plan members and their beneficiaries.

A summary of the Statement of Fiduciary Net Position for the year ended June 30 is as follows (in thousands):

	2025	2024	2023
Assets			
Current assets	$ 34,370	$ 32,352	$ 11,375
Investments	724,960	664,313	604,540
Total assets	759,330	696,665	615,915
Liabilities			
Accounts payable	302	1,955	252
Net position restricted for pensions	$ 759,028	$ 694,710	$ 615,663

In 2025, fiduciary net position increased by $64 million or 19% less than 2024. This decrease was driven by a decrease in total contributions. In 2024, fiduciary net position increased by $79 million or 30% over 2023. This increase was driven by an increase in market value of investments.

A summary of the Statement of Changes in Fiduciary Net Position is as follows (in thousands):

	2025	2024	2023
Additions			
Contributions:			
Sales tax	$ 36,631	$ 45,705	$ 44,525
City	2,886	4,162	4,937
Employees	1,325	1,984	2,380
Total contributions	40,842	51,851	51,842
Net investment income	69,419	70,682	47,712
Other income	2	1	-
Total additions	110,263	122,534	99,554
Deductions			
Benefit payments	38,800	35,746	33,532
Refund of contributions	6,677	7,148	4,530
Administrative expenses	468	593	497
Total deductions	45,945	43,487	38,559
Net increase	64,318	79,047	60,995
Net position restricted for pensions, beginning of year	694,710	615,663	554,668
Net position restricted for pensions, end of year	$ 759,028	$ 694,710	$ 615,663

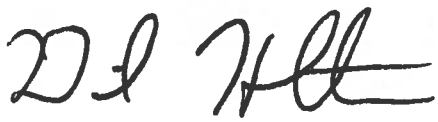
The City contributes 35% of payroll and employees contributed 20.00% for police and 15.13% for fire in 2025 and 2024. The fire rate is fixed until 2029, and the police rate is fixed indefinitely. In 2009, Springfield voters passed a public safety sales tax with 100% of the tax revenue dedicated to the Plan. In 2025, this tax generated $36.6 million, and in 2024 it generated approximately $45.7 million. The public safety pension sales tax was scheduled to expire in 2015. In 2014, voters extended this tax for another five years. The tax was scheduled to expire in March 2020. In April 2020, this sales tax was extended for a period of five years, or until the funded portion of the pension reached 100%. A portion of the sales tax (1/4 cent) approved by Springfield voters in November 2024 includes covering the required contributions to the Police-Fire Pension system and an increase in police and firefighter pay. This sales tax has no sunset as it covers police and fire personnel expenses which are ongoing costs.

Benefit payments include monthly payments of retirement, disability and survivor benefits. These payments increased by $3,054,344 or 9% from 2024 to 2025 and increased by $2,213,035 or 7% from 2023 to 2024. These increases are due to more retirees receiving payments and the automatic 3% cost-of-living adjustment.

Upon retirement, plan members receive a refund of the employee contributions they made to the Plan during their employment. In 2025, the amount refunded was $470,901 less than in 2024 as there were fewer retirements. In 2024, the amount refunded was $2,617,715 more than in 2023 as there were more retirements. The average amount refunded increased slightly year over year due to the increasing contribution rate.

Plan Highlights
As computed under Statement No. 67 of the Government Accounting Standards Board, the total pension liability for the Plan at June 30, 2025, was $729,969,829 and the net pension asset was $29,058,330. At June 30, 2024, the total pension liability was $728,133,230 and the net pension liability was $33,422,889. The fiduciary net position as a percentage of the total pension liability was 103.98% at June 30, 2025. This is an increase from June 30, 2024, when the fiduciary net position was 95.41% of the total pension liability.

Requests for Additional Information
This financial report is designed to provide a general overview of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund to all parties with an interest in the Plan and to demonstrate accountability to the community. Questions regarding any information provided in this report, or requests for additional information should be directed to the Director of Finance, City of Springfield, 840 Boonville Avenue, Springfield, MO 65801.



David Holtmann
Director of Finance

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund,
A Fiduciary Component Unit of the City of Springfield, Missouri

Statements of Fiduciary Net Position
June 30, 2025 and 2024

	2025	2024
Assets		
Cash and cash equivalents	**$ 34,212,836**	$ 23,840,146
Investments at fair value:		
Money market mutual funds	**-**	1,045,786
U.S. treasury securities	**-**	16,446,743
U.S. agency securities	**-**	54,115
Government-sponsored enterprise obligations	**-**	16,612,950
Corporate bonds	**-**	70,436,137
Municipal bonds	**-**	1,719,138
Common stock	**-**	18,523,416
Mutual fund—equity	**-**	8,072,197
Real estate investment trust mutual fund	**-**	10,769,123
International fixed income fund	**-**	26,813,311
Index fund—equities	**175,587,854**	164,870,588
International equity funds	**123,351,541**	148,769,029
International hedge fund	**329,787**	29,241,394
Real estate fund	**30,588,114**	27,695,765
Common collective trust	**-**	21,151,785
Limited partnership	**70,997,216**	83,632,776
Private equity	**19,623,990**	18,458,595
Core fixed income	**304,481,332**	-
Total investments	**724,959,834**	664,312,848
Receivables:		
Public safety pension sales tax due from the City	**157,895**	7,811,679
Accrued interest and dividends	**-**	700,645
Total receivables	**157,895**	8,512,324
Total assets	**759,330,565**	696,665,318
Liabilities and Net Position		
Payables:		
Accounts payable	**302,406**	1,931,354
CID sales tax due to City	**-**	23,623
Total payables	**302,406**	1,954,977
Fiduciary net position restricted for pensions	**$ 759,028,159**	$ 694,710,341

See notes to financial statements.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund,
A Fiduciary Component Unit of the City of Springfield, Missouri

Statements of Changes in Fiduciary Net Position
Years Ended June 30, 2025 and 2024

	2025	2024
Contributions:		
Employer—public safety pension sales tax	**$ 36,631,486**	$ 45,705,145
Employer	**2,885,144**	4,161,668
Members	**1,325,242**	1,984,213
Total contributions	**40,841,872**	51,851,026
Net investment income:		
Net appreciation of fair value of investments	**62,481,729**	66,600,476
Interest and dividends	**7,714,589**	6,120,226
	70,196,318	72,720,702
Less investment expenses	**(777,680)**	(2,038,542)
Net investment income	**69,418,638**	70,682,160
Other revenue	**2,112**	500
Total additions	**110,262,622**	122,533,686
Deductions:		
Benefit payments	**38,799,924**	35,745,580
Refunds of contributions	**6,677,175**	7,148,076
Administrative expenses	**467,705**	593,176
Total deductions	**45,944,804**	43,486,832
Net increase	**64,317,818**	79,046,854
Fiduciary net position restricted for pensions:		
Beginning of year	**694,710,341**	615,663,487
End of year	**$ 759,028,159**	$ 694,710,341

See notes to financial statements.

Note 1. Description of the Plan

The City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the Plan), is a single-employer, defined benefit pension plan. Prior to the closing of the Plan to new entrants on January 31, 2010, the City of Springfield, Missouri's (the City) police officers and fire fighters became members in the Plan as a condition of their employment. Members hired on or after June 1, 2006, have voluntarily left the Plan and are currently members in the Missouri Local Government Employees Retirement System (LAGERS). The former members' contributions to this plan have been refunded and they are no longer due any benefits. Police officers and fire fighters hired on or after February 1, 2010, are provided a retirement plan through LAGERS.

Operations of the Plan are governed by City ordinance and are administered by the Plan's Board of Trustees (the Trustees). The Trustees consist of nine voting members: one current member of the police department, one current member of the fire department, one former employee who is currently receiving benefits from the system and six citizens recommended by the City Manager and approved by the City Council. The Trustees also include five nonvoting members, one of which is a member of the City Council designated by the Mayor to act as a liaison. The Plan is not subject to the provisions of the *Employee Retirement Income Security Act of 1974*. The Plan is considered part of the City's financial reporting entity and is included in the City's basic financial statements as a fiduciary component unit.

Membership in the Plan as of June 30, 2025 and 2024, is comprised of the following:

	June 30, 2025		
	Police Officers	Firefighters	Total
Retirees and beneficiaries currently receiving benefits	380	325	705
Terminated vested members	11	1	12
Fully vested active members	25	19	44
	416	345	761

	June 30, 2024		
	Police Officers	Firefighters	Total
Retirees and beneficiaries currently receiving benefits	360	319	679
Terminated vested members	11	1	12
Fully vested active members	48	32	80
	419	352	771

The following brief description of the Plan is provided for general information purposes only. Sections 2-441 through 2-483 of the Springfield, Missouri, Code of Ordinances should be referred to for complete details. Members should also refer to the pamphlet, *City of Springfield Police Officers' and Fire Fighters' Retirement Fund Summary Plan Description*, for a more complete description of the Plan's provisions. Copies of the pamphlet are available from the City's Finance Department.

Note 1. Description of the Plan (Continued)

Retirement benefits: Members become vested in the Plan after five years of service. Members are entitled to retirement benefits after 25 years of service, at age 50 after 20 years of service, or at age 60. Members with at least five years of service may elect to receive early retirement reduced benefits at age 55. Normal retirement benefits are 2.8% multiplied by total years of credited service multiplied by the average of a member's highest three years of salary within the last 10 years, limited to 70% of average annual salary.

Disability benefits: Nonduty disability benefits are available to members having at least three years of service who become totally and permanently disabled from nonduty causes. These benefits are 1.75% of the member's average salary if the member retired prior to January 1, 2005, and seven-eighths of the percentage multiplier rate for the normal service retirement benefit, including the additional three-tenths multiplier for each year of service, subject to a minimum of 25% and a maximum of 50% for members who are current employees of the police or fire departments on and before January 1, 2005.

With respect to any member commencing employment on or after January 1, 2005, and before June 1, 2006, and having at least five years of service who become totally and permanently disabled from nonduty causes shall be entitled to a nonduty disability. This pension shall be payable during the lifetime of the member, provided the disability continues. The pension for members commencing employment on or after January 1, 2005, and before June 1, 2006, shall be equal to seven-eighths of the percentage multiplier rate for the normal service retirement benefit in effect at the time of the granting of the nonduty disability pension, including the additional three-tenths multiplier amount times the average salary for each year of service, subject to a minimum benefit of 25% of average salary and a maximum benefit of 50% of average salary.

Duty disability benefits are available to members, irrespective of the length of service, who become disabled as a direct result of occupational duties. Duty disability benefits are 66 2/3% of the member's salary in effect at the date of the disability, with an offset for any amounts payable under worker's compensation.

Survivor benefits: A pension benefit equal to 50% of the member's average salary in effect at the date of death is payable to the surviving spouse, if death occurs as a direct result of an act of duty. An additional allowance of 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment to a surviving spouse and children of 75% of the member's salary, with an offset for any amounts payable under workers' compensation. Survivor's pensions for nonduty connected deaths are 25% of average salary plus 1 and 1/8% of average salary for each year of service, provided the member had at least five years of service, subject to a maximum of 50% of average salary paid to the surviving spouse. An additional 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment of 60% of the member's salary to a surviving spouse and children for a nonduty death.

Termination: A member who terminates employment with the City and is not eligible for benefits from the Plan, is paid on demand, and without interest, the member's contributions to the Plan. If the member has five years of service, the member may remain vested and elect to receive benefits payable commencing at the member's normal retirement date.

Note 1. Description of the Plan (Continued)

Annual adjustments: Plan members entering the Plan prior to June 1, 2006, will have pension benefits increased 3% each July over the amount paid in the preceding month of June, provided the pension has been paid at least 12 months prior to the July change. For age and service retirement pensions, the 3% increase does not begin until the calendar year of the employee's 56th birthday. Surviving spouses and dependent children receiving benefits are also eligible for the increase.

Reclassifications: Certain amounts are presented herein have been reclassified from amounts as previously reported, without any effect on fiduciary net position or changes in fiduciary net position.

Note 2. Summary of Significant Accounting Policies

Basis of accounting: The accompanying financial statements are prepared in accordance with accounting principles generally accepted in the United States of America. The Plan is accounted for using the economic resources measurement focus and the accrual basis of accounting. Plan member contributions are recognized in the period in which contributions are due. Employer contributions are recognized when due pursuant to legal requirements. Expenses are recognized when incurred. Benefits and refunds are recognized when due and payable under the terms of the Plan.

Investment valuation and income recognition: Investments are recorded at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value is a market-based measurement, not an entity-specific measurement. For some assets and liabilities, observable market transactions or market information might be available; for others, it might not be available. However, the objective of a fair value measurement in both cases is the same—that is, to determine the price at which an orderly transaction to sell the asset or to transfer the liability would take place between the market and participants at the measurement date under current market conditions. Fair value is an exit price at the measurement date from the perspective of a market participant that controls the asset or is obligated for the liability. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation (depreciation) includes the Plan's gains and losses on investments bought and sold as well as held during the year. See Note 4 for additional information regarding fair value measures.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Plan's management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying footnotes. Actual results could differ from those estimates. The Plan uses an actuary to determine the total pension liability. A change in the actuarial assumptions used could significantly change the amount of the total pension liability reported in the accompanying footnotes to the financial statements.

Administrative expenses: The Plan's Board of Trustees acts as the trustee for the Plan's assets. The operating and other administrative expenses incurred by the Trustees, or its employees, in the performance of its duties as the Plan's trustee are paid from the assets of the Plan accumulated from contributions and investment earnings. Such expenses totaled $467,705 and $593,176 in 2025 and 2024, respectively, and are reported as administrative expenses in the accompanying statements of changes in fiduciary net position. Expenses applicable to the Plan year that have not yet been paid, are accrued and reflected in the total expense reported.

Note 3. Contributions

The City's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. Police members entering the Plan prior to June 1, 2006, were required to contribute a flat 8.50% rate plus an additional funding contribution of 11.5% for a total contribution rate to the Plan of 20.00% of their annual salary for the years ended June 30, 2025 and 2024. Fire members entering the Plan prior to June 1, 2006, were required to contribute a flat 8.50% rate plus an additional funding contribution of 6.63% for a total contribution rate to the Plan of 15.13% of their annual salary for the years ended June 30, 2025 and 2024. The City may, at its discretion, contribute the remaining amounts necessary to fund the Plan using the entry age normal actuarial method as specified by ordinance. For the years ended June 30, 2025 and 2024, the City's contribution rate to the Plan was 35% of member salaries. In 2009, Springfield voters passed a public safety sales tax with 100% of the tax revenue dedicated to the Plan. The public safety pension sales tax was scheduled to expire in 2015. In 2014, voters extended this tax for another five years. The tax was scheduled to expire in March 2020. As of April 1, 2020, this sales tax was extended for a period of five years, or until the funded portion of the pension reaches 100%. A portion of the sales tax (1/4 cent) approved by Springfield voters in November 2024 includes covering the required contributions to the Police-Fire Pension system and an increase in police and firefighter pay. This sales tax has no sunset as it covers police and fire personnel expenses which are ongoing costs.

During the years ended June 30, 2025 and 2024, contributions totaling $40,841,872 and $51,851,026, respectively, were made to the Plan. In 2025, the employer's actual contributions of $2,885,144 and $36,631,486 in public safety sales tax revenue exceeded the annual required employer's contributions of $8,901,986 as determined by the Plan's actuary. In 2024, the employer's actual contributions of $4,161,668 and $45,705,145 in public safety sales tax revenue exceeded the annual required employer's contributions of $15,549,410 as determined by the Plan's actuary.

The amount of contributions relating to the public safety sales tax due from the City of Springfield at June 30, 2025 and 2024, were $157,895 and $7,811,679, respectively. The public safety sales tax earned in May and June 2025 was $95,497 and $62,398, respectively, and those amounts are recorded as contributions receivable to the Plan at June 30, 2025. The public safety sales tax earned in May and June 2024 was $4,024,869 and $3,786,810, respectively, and those amounts are recorded as contributions receivable to the Plan at June 30, 2024.

Note 4. Deposits and Investments

It is the objective of the Plan in managing its investment portfolio as a whole to realize an investment return that at a minimum equals the Plan's actuarial long-term rate of return assumption on an ongoing basis.

The City has delegated the authority to manage the Plan's investments to the Trustees. The City approves the investment guidelines and objectives for the Plan. Trustees recommend the appropriate asset types to the City for approval. The Trustees may add, delete or change asset classes within those asset types at their discretion at any time within the parameters established by the City.

The asset type and classes, target asset allocation and ranges to be used in the Plan are shown below. All percentages are based on market values. The portfolio shall be reviewed on a quarterly basis and the Plan's Investment Consultant shall convey a recommended rebalancing plan to the Board, if necessary. The Investment Consultant's recommendation shall be conveyed to the Board within 30 days of each quarter end.

Note 4. Deposits and Investments (Continued)

The investment policy allows investment managers to use pooled investments to obtain the ranges and target percentages shown below. The asset classes and target allocations at June 30, 2025 and 2024, were as follows:

June 30, 2025 and 2024		
Asset Type and Class	Approved Allocation Range	Target Allocations
Equities	30%–50%	
U.S. Equity		19%–29%
Non-U.S. Equity		11%–21%
Private Equity		0%–10%
Fixed Income	20%–60%	
Core Fixed Income		20%–60%
Multi-Asset Credit		0%–11%
Alternatives	0%–40%	
Infrastructure		0%–10%
Real Estate		0%–10%
Private Credit		0%–20%
Private Equity		0%–10%

The Plan's deposits and investments are exposed to risks, including credit risk, concentration of credit risk, custodial credit risk and interest rate risk that have the potential to result in losses.

Credit risk: Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The Plan's investment policy requires its domestic fixed income investment managers to maintain an average quality of portfolio holdings of A- or better at June 30, 2025 and 2024, as measured by at least one credit rating service, with no more than 20% of the portfolio being invested in securities rated below BBB. The Plan's investment policy limits its international fixed income investment managers to invest only in securities that are rated at BBB- or higher by one of the three established rating agencies. The Plan's investment policy requires commercial paper holdings be rated A-1 or P-1 by at least one established rating agency. However, the Plan's investment policy does not specifically limit the investment choices for any other type of securities based on ratings given by the rating agencies.

Note 4. Deposits and Investments (Continued)

The following tables provide information regarding Standard & Poor's credit ratings associated with the Plan's investments as of June 30, 2025 and 2024:

June 30, 2025		
Investment Type	Range of Ratings	Percentage of Total Portfolio
Index funds—equities:		
BlackRock Russell 3000 Index Fund	N/A	24.2%
International equity funds:		
Fidelity International Index	N/A	10.8%
Brandes	N/A	3.4%
Acadian Emerging Markets Equity CIT	N/A	2.9%
International hedge fund:		
EnTrust Capital Diversified Fund QP Ltd.	N/A	0.05%
Real estate fund:		
Prudential—PRISA SA	N/A	2.0%
PRIME Storage Fund III	N/A	2.3%
Limited partnership:		
EnTrust Blue Ocean Fund	N/A	3.2%
Marathon	N/A	1.4%
Entrust Global Recovery	N/A	1.7%
IFM Investors	N/A	3.5%
Private Equity:		
LGT Capital	N/A	2.7%
Core Fixed Income:		
Baird Core Plus Bond	N/A	13.2%
Loomis Sayles Core	N/A	9.4%
IR&M Core Bond	N/A	19.4%

Note 4. Deposits and Investments (Continued)

June 30, 2024

Investment Type	Range of Ratings	Percentage of Total Portfolio
Domestic:		
Money market mutual funds	Not rated	0.2%
U.S. treasury securities	AA+	2.5%
U.S. agency securities	AA+	0.0%
Government-sponsored enterprises obligations	AA+	2.5%
Corporate bonds	AAA to BB	10.6%
Municipal bonds	AAA to A-	0.3%
Real estate investment trust mutual fund	Not rated	1.6%
Common stock	N/A	2.8%
Mutual fund—equity	N/A	1.2%
International fixed income fund:		
Fidelity Emerging Markets Fixed Income Fund	Not rated	4.0%
Index funds—equities:		
S&P 500 Flagship Non-Lending Fund	N/A	24.8%
International equity funds:		
Fidelity International Index	N/A	9.6%
All Spring (Previously Wells Fargo)	N/A	8.4%
Brandes	N/A	4.4%
International hedge fund:		
EnTrust Capital Diversified Fund QP Ltd.	N/A	0.1%
Blackstone Alternative BPIF Nontax LP	N/A	4.3%
Real estate fund:		
Prudential—PRISA SA	N/A	2.5%
PRIME Storage Fund III	N/A	1.7%
Common collective trust:		
Invesco	N/A	3.2%
Limited partnership:		
EnTrust Blue Ocean Fund	N/A	5.2%
Marathon	N/A	2.3%
Entrust Global Recovery	N/A	1.7%
IFM Investors	N/A	3.4%
Private Equity:		
LGT Capital	N/A	2.8%

Note 4. Deposits and Investments (Continued)

Concentration of credit risk: The Plan's investment policy at June 30, 2025 and 2024, mandates that no managed account may invest more than 5% of managed assets in the securities of a single issuer with the exception of issuers guaranteed by the U.S. government. As of June 30, 2025 and 2024, the Plan was in compliance with this policy. Investments in mutual funds are not subject to concentration of credit risk disclosure.

Custodial credit risk: In the event of a failure of a financial institution or counterparty, custodial credit risk is the risk that the Plan would not be able to recover its deposits, investments or collateral securities in the possession of an outside party. The Plan's investment policy requires assets held by a custodian as determined by the Board of Trustees, to be held in the name of the City of Springfield Police Officers' and Fire Fighters' Retirement Fund. In addition, the Plan addresses custodial credit risk by diversifying its investment portfolio and requiring all assets to be invested with the care, skill and diligence that a prudent person familiar with such matters acting in a like capacity would use in a similar enterprise.

At June 30, 2025 and 2024, the bank balances of the Plan's deposits held by the City totaled $3,002,600 and $8,135,603, respectively. The City's policy is to pledge collateral of at least 102% of deposits not covered by federal deposit insurance. Obligations pledged to secure deposits may consist of the same type of obligations in which the City may invest. At June 30, 2025 and 2024, the Plan's deposits held by the City were insured by Federal depository insurance and uninsured deposits were fully collateralized by securities in excess of 102% of deposits.

At June 30, 2025 and 2024, the balances of the Plan's deposits held by the Plan's custodian totaled $31,210,653 and $16,744,748, respectively. Further, at June 30, 2025 and 2024, these deposits were uncollateralized. The Plan's investment securities were registered and held by the Plan's financial institution in the Plan's name.

Interest rate risk: Interest rate risk is the risk that changes in financial market rates of interest will adversely affect the value of an investment. As a means of limiting exposure to interest rate risk, the Plan diversifies its investments by security type and institution, and limits holdings in any one type of investment with any one issuer. The Plan coordinates its investment maturities to closely match cash flow needs. The investments presented below the maturity chart are not subject to interest rate risk given they have no maturity dates.

Fair value measurements: The Plan categorizes its assets and liabilities measured at fair value within the hierarchy established by generally accepted accounting principles. Assets and liabilities valued at fair value are categorized based on inputs to valuation techniques as follows:

Level 1 input: Quoted prices for identical assets or liabilities in an active market that an entity has the ability to access.

Level 2 input: Inputs—other than quoted prices included within Level 1—that are observable for an asset or liability, either directly or indirectly.

Level 3 input: Inputs that are unobservable for the asset or liability which are typically based upon the Plan's own assumptions as there is little, if any, related market activity.

Hierarchy: The fair value hierarchy gives the highest priority to Level 1 inputs and the lowest priority to Level 3 inputs.

Note 4. Deposits and Investments (Continued)

Inputs: If the fair value of an asset or a liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

The following fair value techniques were utilized in measuring the fair value of its investments:

U.S. Treasury securities, common stock and mutual funds: These investments are reported at fair value based on quoted market prices obtained from exchanges.

Corporate bonds: These investments are reported at fair value based on evaluation using market sources and integrating relative credit information, observed market movements, and sector news into the evaluated pricing applications and models.

U.S. Government agency securities and government-sponsored enterprises: U.S. Government securities are reported at fair value based on bullet (noncall) spread scale for each issuer for maturities going out to 40 years. These spreads represent credit risk and are obtained from the new issue market, secondary trading, and dealer quotes. An Option Adjusted Spread (OAS) model is incorporated to adjust spreads of issues that have early redemption features. Final spreads are added to a U.S. Treasury curve. A cash discounting yield/price routine calculates prices from final yields to accommodate odd coupon payment dates typical of medium-term notes.

Municipal bonds: Municipal bonds are reported at fair value based on trades, bid price or spread, two-sided markets, quotes, benchmark curves, including but not limited to, treasury benchmarks and LIBOR and swap curves, market data feeds such as MSRB, financial statements, discount rate, capital rates and trustee reports.

The Plan has no assets reported at fair value on a nonrecurring basis and no other investments meeting the fair value disclosure requirements of Governmental Accounting Standards Board (GASB) Statement No. 72.

At June 30, 2025, investment maturities and fair value hierarchy by investment type were as follows:

Type	Fair Value	Maturities in Years				Fair Value Hierarchy Level
		Less than 1	1-5	6-10	More than 10	
Index fund—equities	$ 175,587,854	$ -	$ -	$ -	$ -	1
International equity funds	78,105,589	-	-	-	-	1
Core fixed income	95,867,745	-	-	95,867,745	-	1
Investments measured at net asset value:						
Core fixed income	208,613,587	-	-	208,613,587	-	N/A
		$ -	$ -	$ 304,481,332	$ -	
International equity funds	45,245,952					
International hedge fund	329,787					
Real estate funds	30,588,114					
Limited partnership	70,997,216					
Private equity	19,623,990					
	$ 724,959,834					

Note 4. Deposits and Investments (Continued)

At June 30, 2024, investment maturities and fair value hierarchy by investment type were as follows:

Type	Fair Value	Maturities in Years: Less than 1	1-5	6-10	More than 10	Fair Value Hierarchy Level
Money market mutual funds	$ 1,045,786	$ 1,045,786	$ -	$ -	$ -	1
U.S. treasury securities	16,446,743	-	4,459,730	-	11,987,013	1
U.S. agency securities:						
Government National Mortgage Association	54,115	-	-	-	54,115	1 (a)
Government-sponsored enterprise obligations:						
Freddie Mac	436,703	-	-	37,301	399,402	1
Federal National Mortgage Association	12,729,384	-	-	1,957,714	10,771,670	1
Small Business Administration	2,967,551	-	-	249,680	2,717,871	1
Other Government	479,312	-	-	-	479,312	1
Corporate bonds	70,436,137	188,567	44,450,952	11,590,587	14,206,031	1 (b)
Municipal bonds	1,719,138		183,284	411,584	1,124,270	1
Real estate investment trust mutual fund	10,769,123	10,769,123	-	-	-	1
Common stock*	18,523,416	-	-	-	-	1
Mutual fund—equity*	8,072,197	-	-	-	-	1
International equity funds*	63,935,056	-	-	-	-	1
Investments measured at net asset value:						
International fixed income fund	26,813,311	26,813,311	-	-	-	N/A
		$ 38,816,787	$ 49,093,966	$ 14,246,866	$ 41,739,684	
Index fund—equities	164,870,588					
International equity funds	84,833,973					
International hedge fund	29,241,394					
Real estate fund	27,695,765					
Common collective trust	21,151,785					
Limited partnership	83,632,776					
Private equity	18,458,595					
	$ 664,312,848					

*Common stock, mutual fund—equity, and international equity funds are not subject to interest rate risk or the maturity schedule as it has no set maturity date.

(a) Includes approximately $46,000 of Level 2 investments.

(b) Includes approximately $172,000 of Level 2 investments.

There have been no significant changes in valuation techniques during fiscal years ended June 30, 2025 and 2024.

Note 4. Deposits and Investments (Continued)

The following table sets forth additional disclosures of the Plan's investments whose fair value is estimated using net asset value per share (or its equivalent) as of June 30, 2025 and 2024:

Investment	Fair Value at June 30, 2025	Fair Value at June 30, 2024	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
International fixed income fund (A):					
Fidelity Emerging Markets Fixed Income Fund	$ -	$ 26,813,311	$ -	No Limit	Five business days
Index Fund—Equities (B):					
S&P 500 Flagship Non-Lending Fund	-	164,870,588	-	No Limit	One business day
International equity funds (C):					
All Spring Equity Fund	-	55,744,952	-	Monthly	Ten business days
Brandes International Small Cap Equity	24,364,329	29,089,021	-	Monthly	Ten business days
Acadian Emerging Markets Equity CIT	20,881,623	-		Monthly	Five business days
International hedge funds (D):					
EnTrust Capital Diversified Fund QP Ltd.	329,787	433,470	-	N/A (in liquidation)	N/A (in liquidation)
Blackstone Alternative BPIF Nontax LP	-	28,807,924	-	Semiannual	95 days
Real estate funds (E):					
Prudential—PRISA SA	14,240,334	16,534,216	-	Quarterly	90 days
PRIME Storage Fund III	16,347,780	11,161,549	6,896,351	None	None
Common collective trust (F):					
Invesco	-	21,151,785	-	Daily	One business day
Limited Partnerships (G):					
EnTrust Blue Ocean Fund	23,312,363	34,355,541	(118,014)	None	None
Marathon	10,407,455	15,298,269	4,400,000	None	None
Entrust Global Recovery	12,075,089	11,551,723	-	None	None
IFM Investors	25,202,309	22,427,243	-	Quarterly	90 days
Private Equity (H):					
LGT Capital	19,623,990	18,458,595	3,946,250	None	None
Core Fixed Income (I):					
Loomis Sayles Core	68,259,827	-	-	Daily	One business day
IR&M Core Bond	140,353,760	-	-	Daily	One Business Day
	$ 375,398,646	$ 456,698,187	$ 15,124,587		

(A) These funds are organized with the objective of achieving interest income and long-term capital appreciation by investing in non-U.S. debt securities. The funds concentrate investments in countries having the best value in the form of high real interest rates and in emerging countries.

(B) The investment objective of these funds is to approximate the performance of the U.S. equity market over the long-term by investing in domestic marketable equity securities.

(C) These funds seek long-term capital growth of capital by investing in large, mid, and small capitalization marketable international equity securities

(D) These funds are organized with the objective of developing and managing an investment portfolio of non-traditional, international private investment entities.

Note 4. Deposits and Investments (Continued)

(E) These funds are organized with the objective of managing a portfolio of investments comprised primarily of real estate investments either directly owned or through partnership interests and mortgage and other loans on income producing real estate. The investment in PRIME Storage Fund III can never be redeemed with the fund. Distributions from the fund will be received as the underlying investments of the fund are liquidated. It is expected that the underlying assets of the fund will be liquidated over the next 7 to 10 years.

(F) These funds are organized with the objective to provide exposure to stocks, bonds, and commodities, using a risk-balanced approach.

(G) These funds are organized with the objective of provide exposure to higher yielding, illiquid investment opportunities that cover a range of risk/return profiles, which includes debt that is secured and senior in the capital structure with fixed income characteristics and distressed debt that has equity like risk and returns. These investments, excluding IFM Investors, can never be redeemed with the funds. Distributions from each fund will be received as the underlying investments of the funds are liquidated. It is expected that the underlying assets of the funds will be liquidated over the next 5 to 10 years.

(H) The investment objective of these funds are to provide investors with profit derived from ownership or interest in an entity that is not publicly listed or traded. These investments can never be redeemed with the funds. Distributions from each fund will be received as the underlying investments of the funds are liquidated. It is expected that the underlying assets of the funds will be liquidated over the next 5 to 7 years.

(I) These funds seek primarily capital preservation, income and long-term growth by investing in primarily marketable domestic fixed income securities.

Foreign currency risk: Foreign currency risk is the risk that changes in exchange rates will adversely impact the fair value of an investment. The Plan does not have a formal policy relating to foreign currency risk since the Plan does not invest directly in foreign currency.

Annual money-weighted rate of return: For the years ended June 30, 2025 and 2024, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was 10.06% and 11.53%, respectively. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

Note 5. Net Pension Liability

The components of the net pension liability of the Plan at June 30, 2025 and 2024, were as follows:

	2025	2024
Total pension liability	$ 729,969,829	$ 728,133,230
Plan fiduciary net position	(759,028,159)	(694,710,341)
Net pension liability (asset)	$ (29,058,330)	$ 33,422,889
Fiduciary net position as a % of total pension liability	103.98%	95.41%

Note 6. Actuarial Methods and Assumptions

The total pension liability was determined by an actuarial valuation as of June 30, 2025 and 2024, using the following actuarial assumptions applied to all periods included in the measurement. Assumption changes from 2024 to 2025 are noted below, if any.

	2025 and 2024	
Actuarial cost method	Entry age normal cost	
Inflation	2.3%	
Salary increases including inflation	3.5% for all remaining actives	
Investment rate of return	6.0%	
Cost of living adjustment	3%	
Retirement age	Age	Percentage retiring in the next year
	45-49	95%
	50-51	50%
	52-59	30%
	60+	100%
Turnover	Rates based on experience	
Mortality	Pub -2010 Safety Amount-Weighted Mortality Tables with generational projection from 2010 using Scale MP-2021	

The actuarial assumptions used in the June 30, 2025 and 2024 valuations were based on the results of an actuarial experience study for the period July 1, 2018 to June 30, 2023.

Note 6. Actuarial Methods and Assumptions (Continued)

Long-term expected rate of return: The long-term expected rate of return on pension plan investments was determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions as of June 30, 2025 and 2024 are as follows.

		2025		
Asset Class	Index	Target Allocation	Long-Term Expected Arithmetic Real Rate of Return	Long-Term Expected Geometric Real Rate of Return
US Core Fixed Income (Aggregate)	Bloomberg Barclays Aggregate	50.0%	2.35%	2.20%
US High Yield Bonds	ICE BofA US High Yield TR USD	6.5%	4.03%	3.48%
US Bank/Leveraged Loans	Credit Suisse Leveraged Loan USD	6.5%	3.57%	3.21%
US Broad Equity Market	Russell 3000 TR USD	18.0%	5.48%	3.76%
Non-US Equity	MSCI ACWI Ex USA NR USD	12.0%	7.24%	5.35%
Private Real Estate Property - Core	NCREIF Property	3.5%	5.99%	4.57%
Infrastructure - Public	S&P Global Infrastructure TR USD	3.5%	5.68%	4.18%
Assumed Inflation—Mean			2.30%	2.30%
Assumed Inflation—Standard Deviation			1.47%	1.47%
Portfolio Real Mean Return			3.93%	3.59%
Portfolio Normal Mean Return			6.21%	5.96%
Portfolio Standard Deviation				7.48%
Long-Term Expected Rate of Return				6.00%

Note 6. Actuarial Methods and Assumptions (Continued)

		2024		
Asset Class	Index	Target Allocation	Long-Term Expected Arithmetic Real Rate of Return	Long-Term Expected Geometric Real Rate of Return
US Short Government/Credit Bonds	Bloomberg US Govt/Credit 1-3 Yr TR USD	6.00%	1.65%	1.59%
US Long Government/Credit Bonds	Bloomberg US Govt/Credit Long TR USD	7.50	2.10	1.99
US Interm Government/Credit Bonds	Bloomberg US Govt/Credit Interm TR USD	3.00	3.18	2.60
Private Credit	CDL Index	6.00	6.69	5.89
Emerging Markets Bonds	JPM EMBI Plus TR USD	5.00	4.93	3.95
US Large Cap Equity	S&P 500 TR USD	21.00	5.39	3.80
US Small Cap Growth Equity	Russell 2000 Growth TR USD	3.00	7.36	4.11
US Small Cap Value Equity	Russell 2000 Value TR USD	3.00	6.61	4.21
Foreign Developed Equity	MSCI EAFE NR USD	10.00	6.92	5.12
Non-US Small Cap Equity	MSCI EAFE Small Cap NR	6.00	7.44	5.23
Emerging Markets Equity	MSCI EM NR USD	10.00	9.34	6.21
Global REITs	FTSE EPRA Nareit Developed TR USD	2.50	6.88	4.84
Private Real Estate Property—Core	NCREIF Property	3.50	5.69	4.31
Infrastructure—Public	S&P Global Infrastructure TR USD	3.50	5.78	4.31
Hedge Fund of Funds—Conservative	HFRI FOF Conservative	5.00	2.41	2.17
Hedge Funds—Macro	HFRI Macro	5.00	3.44	3.16
Assumed Inflation—Mean			2.30	2.30
Assumed Inflation—Standard Deviation			1.45	1.45
Portfolio Real Mean Return			5.49	4.67
Portfolio Normal Mean Return			7.73	7.05
Portfolio Standard Deviation				12.35
Long-Term Expected Rate of Return				6.00

Discount rate: The discount rate used to measure the total pension liability at June 30, 2025 and 2024, was 6%. As of June 30, 2020, the last year in which a full analysis was performed, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive members. The projection of cash flows used to determine the discount rate assumed (1) current active members contribute the required employee contribution amounts; (2) the employer contributes 35% of covered payroll; and (3) contributions from the sales tax are assumed to increase by 1% per year and cease at the end of the 5-year renewal period that was approved on November 5, 2019. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments to determine the total pension liability.

Note 6. Actuarial Methods and Assumptions (Continued)

GASB 67 and 68 generally require that a blended discount rate be used to measure the Total Pension Liability (the Actuarial Accrued Liability calculated using the Individual Entry Age Normal Cost Method). The long-term expected return on plan investments may be used to discount liabilities to the extent that the plan's Fiduciary Net Position (fair market value of assets) is projected to cover benefit payments and administrative expenses. A 20-year high quality (AA/Aa or higher) municipal bond rate must be used for periods where the Fiduciary Net Position is not projected to cover benefit payments and administrative expenses. Determining the discount rate under GASB 67 and 68 will often require that the actuary perform complex projections of future benefit payments and asset values. GASB 67 and 68 (paragraph 29) do allow for alternative evaluations of projected solvency, if such evaluation can reliably be made.

As of June 30, 2025, the following circumstances justify an alternative evaluation of sufficiency for the Plan:

- The Plan has at least a five-year history of paying at least 100% of the Actuarially Determined Contribution (previously termed the Annual Required Contribution).

- The Actuarially Determined Contribution is based on a closed amortization period, which means that payment of the Actuarially Determined Contribution each year will bring the plan to a 100% funded position by the end of the amortization period.

- GASB 67 and 68 specify that the projections regarding future solvency assume that plan assets earn the assumed rate of return and there are no future changes in the plan provisions or actuarial methods and assumptions, which means that the projections would not reflect any adverse future experience which might impact the plan's funded position.

Based on these circumstances, the Plan's management has concluded that the depletion date projections outlined in GASB 67 and 68 will show that the Fiduciary Net Position is always projected to be sufficient to cover benefit payments and administrative expenses.

Note 6. Actuarial Methods and Assumptions (Continued)

Sensitivity analysis: The following sensitivity analysis presents the net pension liability of the Plan, calculated using the discount rate of 6% as of June 30, 2025 and 2024, as well as what the Plan's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5%) or 1 percentage point higher (7%) than the current rate.

	June 30, 2025		
	1% Decrease 5.00%	Current Discount Rate 6.00%	1% Increase 7.00%
Total pension liability	$ 831,103,752	$ 729,969,829	$ 648,421,522
Fiduciary net position	(759,028,159)	(759,028,159)	(759,028,159)
Net pension liability (asset)	$ 72,075,593	$ (29,058,330)	$ (110,606,637)

	June 30, 2024		
	1% Decrease 5.00%	Current Discount Rate 6.00%	1% Increase 7.00%
Total pension liability	$ 829,698,128	$ 728,133,230	$ 646,347,620
Fiduciary net position	(694,710,341)	(694,710,341)	(694,710,341)
Net pension liability (asset)	$ 134,987,787	$ 33,422,889	$ (48,362,721)

Note 7. Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the statement of fiduciary net position.

Plan contributions are made and the total pension liability are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimation and assumption process, it is at least reasonably possible that changes in these estimates and assumptions in the near-term would be material to the financial statements.

Note 8. Subsequent Event

The Plan has evaluated subsequent events through November 17, 2025, the date the financial statements were available to be issued and noted the following.

Required Supplementary Information

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund,
A Fiduciary Component Unit of the City of Springfield, Missouri
Required Supplementary Information

Schedule of Changes in Net Pension Liability and Related Ratios
Last Ten Fiscal Years Ended June 30
(Dollars in Thousands)

	2025	2024	2023	2022
Total Pension Liability				
Service cost	$ 1,414	$ 3,097	$ 4,811	$ 4,407
Interest on total pension liability	42,428	41,154	40,296	39,696
Effect of plan changes	-	-	-	-
Effect of economic/demographic gains or (losses)	3,471	10,010	11,351	12,373
Effect of assumption changes or inputs	-	12,830	-	41,147
Benefit payments	(45,477)	(42,894)	(38,063)	(36,193)
Net Change in Total Pension Liability	1,836	24,197	18,395	61,430
Total Pension Liability—Beginning	728,133	703,936	685,541	624,111
Total Pension Liability—Ending (a)	729,969	728,133	703,936	685,541
Fiduciary Net Position				
Employer—public safety pension sales tax	36,631	45,705	44,525	42,814
Employer contributions	2,886	4,162	4,937	5,375
Member contributions	1,325	1,984	2,380	2,609
Net investment income (loss)	69,419	70,682	47,712	(68,280)
Other revenue	2	1	-	2
Benefit payments	(38,800)	(35,746)	(33,533)	(31,601)
Refunds of contributions	(6,677)	(7,148)	(4,530)	(4,592)
Administrative expenses	(468)	(593)	(497)	(433)
Net Change in Fiduciary Net Position	64,318	79,047	60,994	(54,106)
Fiduciary Net Position—Beginning	694,710	615,663	554,669	608,775
Fiduciary Net Position—Ending (b)	759,028	694,710	615,663	554,669
Net Pension Liability (Asset), Ending = (a) - (b)	$ (29,059)	$ 33,423	$ 88,273	$ 130,872
Fiduciary Net Position as a Percentage of Total Pension Liability	103.98%	95.41%	87.46%	80.91%
Covered Payroll	$ 3,762	$ 6,261	$ 11,928	$ 12,789
Net Pension Liability (Asset) as a Percentage of Covered Payroll	-772.43%	533.83%	740.05%	1023.32%

Assumption changes: In 2024, amounts reported as assumption changes resulted from changes to salary increases, retirement age, and mortality improvement scale. In 2022, amounts reported as assumption changes resulted from decrease in discount rate and investment rate of return from 6.5% to 6.0%. In 2019, amounts reported as assumption changes resulted primarily from decrease in the discount rate and investment rate of return from 7.0% to 6.5%, change in the mortality table, decrease in the inflation rate from 2.5% to 2.3% and change in retirement rates.

2021	2020	2019	2018	2017	2016
$ 4,789	$ 5,331	$ 4,627	$ 4,858	$ 5,124	$ 6,187
38,413	37,607	34,759	33,801	32,753	31,690
-	-	(72)	-	-	894
12,680	2,502	10,516	3,534	(25,689)	12,967
-	-	60,951	-	-	25,655
(35,352)	(29,731)	(29,174)	(27,430)	(26,224)	(24,566)
20,530	15,709	81,607	14,763	(14,036)	52,827
603,581	587,872	506,265	491,502	505,538	452,711
624,111	603,581	587,872	506,265	491,502	505,538
37,102	34,063	33,692	33,238	32,265	31,993
5,582	6,153	6,338	6,578	6,974	7,050
2,720	3,032	2,874	2,979	3,172	2,946
117,878	8,250	17,757	18,966	35,587	3,662
32	31	44	15	24	37
(29,699)	(27,662)	(26,313)	(24,921)	(23,459)	(22,180)
(5,653)	(2,069)	(2,861)	(2,509)	(2,765)	(2,386)
(376)	(398)	(407)	(388)	(378)	(369)
127,586	21,400	31,124	33,958	51,420	20,753
481,189	459,789	428,665	394,707	343,287	322,534
608,775	481,189	459,789	428,665	394,707	343,287
$ 15,336	$ 122,392	$ 128,083	$ 77,600	$ 96,795	$ 162,251
97.54%	79.72%	78.21%	84.67%	80.31%	67.91%
$ 13,621	$ 14,923	$ 16,090	$ 16,589	$ 17,337	$ 19,031
112.59%	820.16%	796.05%	467.78%	558.31%	852.56%

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund,
A Fiduciary Component Unit of the City of Springfield, Missouri
Required Supplementary Information

Schedule of Contributions
Last Ten Fiscal Years

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as a % of Covered Payroll
2016	$ 18,370,494	$ 39,043,206	$ (20,672,712)	$ 19,031,138	205.15%
2017	16,423,634	39,239,372	(22,815,738)	17,337,474	226.33
2018	14,546,713	39,815,728	(25,269,015)	16,588,735	240.02
2019	12,862,864	40,029,560	(27,166,696)	16,089,920	248.79
2020	11,265,000	40,216,348	(28,951,348)	14,922,980	269.49
2021	16,890,789	42,683,577	(25,792,788)	13,621,013	313.37
2022	15,663,555	48,189,136	(32,525,581)	12,788,884	376.80
2023	11,917,967	49,462,383	(37,544,416)	11,927,613	414.69
2024	15,549,410	49,866,813	(34,317,403)	6,261,455	796.41
2025	**8,901,986**	**39,516,630**	**(30,614,644)**	**3,761,524**	1,050.55

Notes to Schedule

Valuation date:

Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year in which the contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal cost
Inflation	2.3%
Salary increases including inflation	3.5% for all remaining actives
Investment rate of return	6.0%
Cost of living adjustment	3%
Retirement age	

Age	Percentage retiring in the next year
45-49	95%
50 - 51	50%
52 - 59	30%
60+	100%

Turnover	Rates based on experience
Mortality	Pub -2010 Safety Amount-Weighted Mortality Tables with generational projection from 2010 using Scale MP-2021

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund,
A Fiduciary Component Unit of the City of Springfield, Missouri
Required Supplementary Information

Schedule of Investment Returns
Last Ten Fiscal Years Ending June 30

	Money-Weighted Rate of Return, Net
Fiscal year ending June 30:	
2016	1.13%
2017	10.26
2018	4.77
2019	4.13
2020	1.79
2021	24.56
2022	(11.19)
2023	8.59
2024	11.53
2025	**10.06**

Going Further.

City of Springfield, Missouri

Proposal to Provide Audit Services

Request for Proposal - Auditing Services (Annual Contract)

Fiscal Years June 30, 2026 through 2030

Mauldin & Jenkins Certified Public Accountants
Contact Person: David Irwin, CPA, Partner
Phone: (800) 277-0050
Email: dirwin@mjcpa.com
1770 St. James Place, Suite 250
Houston, TX 77056

mjcpa.com

VISION

To be a trusted advisor, earning trust and building respect through our consistent commitment to sustainable excellence, leadership, and integrity.

Over 775 Governmental Units Served Nationally

INSIDE public accounting

TOP 100 FIRMS 2025

Going Further.

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Appendix

Appendix A **RFP Forms**
Appendix B **Addendum #1**

Transmittal Letter

May 20, 2026

City of Springfield, Missouri
Attn: Denise Neuleib, Buyer
218 E. Central
Springfield, MO 65802

Ladies and Gentlemen:

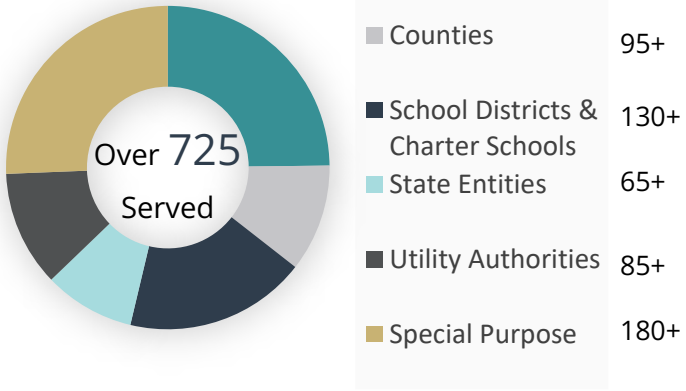
We appreciate the opportunity to propose on providing audit services to the City of Springfield, Missouri (the "City"), and we are pleased to submit a qualifications package including cost estimates to provide annual financial and compliance auditing services for the City. The contract for such audit services will be for five consecutive fiscal years beginning with the fiscal year ended June 30, 2026, and ending with the fiscal year ended June 30, 2030.

We have read the Request for Proposal ("RFP") and fully understand its intent and contents. We understand the time frame for performance of the annual financial audits as stipulated by the City and agree to provide the services described in the proposal. We will conduct preliminary and final fieldwork and will issue all the deliverables and reports substantially prior to the required due dates.

As professionals serving the public sector, Mauldin & Jenkins is qualified to serve the City. We believe that **Mauldin & Jenkins is the leader in auditing state and local governments**. This leadership was achieved by recognizing that we are an important part of our client's success, with our objective being to ensure that accurate information is reported to the Council, management, and its citizens. Given the complexities of the City's financial operations and the ongoing significant changes in accounting standards, we feel that it is very important that you select an auditing firm that is **focused and experienced** in the governmental industry. We differentiate ourselves from our peers via:

- **Experience with Governments.** **As auditors for over 775 governments**, our professionals are thoroughly versed in the complex governmental arena and have consistently provided the highest quality of service to our government clients. We serve:

  - **775+ state and local governments across the nation**
  - **175+ water & sewer systems, 35+ airport operations, 25+ gas systems, 20+ electrical utilities, & 25 transit services;**
  - **181 governments awarded the GFOA's and, or ASBO's Financial Reporting Certificates.**
  - **220+ of Single Audits as required by the Uniform Guidance.**



Mauldin & Jenkins provides over 155,000 hours of service to over 775 governmental units on an annual basis utilizing over 150 professionals.

- **Responsiveness and Large Firm Resources with Small Firm Sensitivity.** We pride ourselves in responding to the needs of our clients; not only the ability to meet deadlines, but also to respond to other requests. Our ability to be responsive is enhanced by the open communications and good working relationship we have with our clients. Our resources provide for the flexibility to meet your needs and to perform our services in an efficient and effective manner.
- **Nationally Recognized.** Mauldin & Jenkins is consistently ranked in the Top 100 by various publications as one of the largest certified public accounting firms in the country. We are a regional firm, but the firm's influence is shared nationally. Our partners have volunteered to serve as the American Institute of CPA's ("AICPA's") Governmental Audit Quality Center's ("GAQC") Executive Committee in 2022; the AICPA's State and Local Government Expert Panel in 2021; the AICPA's sole representative to Government Accounting Standards Advisory Council ("GASAC"); the 2015 Chairman of the board of the AICPA; and a board member of the International Federation of Accountants ("IFAC") in 2016. **In 2020, our own Joel Black was appointed to serve as the Chairman of the Governmental Accounting Standards Board ("GASB")**. Mauldin & Jenkins is a leader nationally.
- **On-site or Remote Audits and Suralink**. Whether management elects for a remote or on-site audit, Mauldin & Jenkins is very effective in working from a hybrid environment. We also utilize software, like Suralink, on all audits to add organization and transparency to the audit process.
- **Staff Continuity.** Our staff retention rates are considered to be among the best in the profession. We are able to not only provide consistency with the partner and manager on our engagement teams, but seniors as well. We also have enough resources at the partner, manager, and senior levels to provide for periodic rotations as requested by our clients.
- **Access to Discounted Advisory Pricing.** **Mauldin & Jenkins' clients have the opportunity to receive client privilege pricing for additional advisory services.** Due to familiarity with your process and operations allows our advisory teams to hit the ground running. Those savings, along with existing discounts to client, allows the pricing for additional advisory services to pass value-add savings to existing clients. For more information on available advisory services, see pages xx through xx.
- **Education.** **Mauldin & Jenkins' clients have the opportunity to register and receive approximately 30 hours of continuing education on an annual basis, free of charge**. We take our experience in serving governments and choose timely and relevant topics to provide ongoing education to our clients, both virtually and in-person. Sessions are limited to clients only.

This proposal represents a firm offer for 90 days from the date of the proposal. As a member of Mauldin & Jenkins, David Irwin is authorized to bind, and make representations for the Firm, and he will be the ultimate party responsible for the quality of the report and working papers. We would welcome the opportunity to meet with you to present our proposal and our qualifications. Again, on behalf of Mauldin & Jenkins, thank you for the opportunity to serve.

Sincerely,
MAULDIN & JENKINS, LLC

David Irwin, Partner

Scope of Work to be Performed

The following pages attempt to demonstrate to you our understanding of the nature of the audit services and our general plan for meeting your needs.

Scope of Our Work and Required Audit Reports

The overall objective in serving the City is to determine whether the financial statements present fairly the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information and the respective changes in financial position and cash flows, where applicable, thereof and the respective budgetary comparison for the major governmental funds in conformity with accounting principles generally accepted in the United States of America. In addition, to determine whether the combining and individual non-major fund financial statements are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America, promulgated by the American Institute of Certified Public Accountants ("AICPA") and in accordance with: *Government Auditing Standards* issued by the Comptroller General of the United States; the provisions of the Federal Single Audit Act, the audit requirements of Title 2 U. S. *Code of Federal Regulations* Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") standards.

Our audit will consider the City's internal controls over financial reporting in order to determine the auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide an opinion on the internal control over financial reporting.

We will perform tests of compliance with certain provisions of laws, regulations, contracts, and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Providing an opinion on compliance with these provisions is not an objective of the Audits. However, the results of the tests disclosing instances of noncompliance and other matters will be reported as required under *Government Auditing Standards*.

Following the completion of the audit of the fiscal year's financial statements, we shall prepare the required audit reports (if applicable) including those required by *Government Auditing Standards* and the Single Audit:

1) A report on the fair presentation of the financial statements in conformity with Generally Accepted Accounting Principles for the City. This report shall include Required Supplemental Schedules (RSI) as required by GASB 34.
2) A report on Internal Control over Financial Reporting and on Compliance and on Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

3) A report on Compliance for Each Major Federal Program and on Internal Control Over Compliance required by the Uniform Guidance.
4) A Schedule of Findings and Questioned Costs in accordance with the Uniform Guidance.

Irregularities and Illegal Acts

We will make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which we become aware, to the following parties:

- The Honorable Mayor and Members of City Council
- The City Attorney
- The City Manager
- The Director of Finance

Independence

Mauldin & Jenkins, LLC affirms that we are independent with respect to the City, its component units, joint ventures, and related entities as required by:

- Generally Accepted Auditing Standards (GAAS)
- *Government Auditing Standards* issued by the Comptroller General of the United States
- The AICPA Code of Professional Conduct (ET Section 1.200)

We comply with all applicable independence standards governing financial and compliance audits of governmental entities.

We have not provided bookkeeping, reconciliation, or other prohibited nonattest services to the City that would impair our independence. We have no financial interests, business relationships, or other arrangements that would create a conflict of interest or impair our objectivity.

We are free from personal, external, and organizational impairments to independence and will maintain both independence in fact and independence in appearance throughout the engagement. Should any circumstance arise that could reasonably be perceived as affecting our independence, we will promptly communicate that matter to the City. Our commitment is straightforward: we conduct our audits objectively, exercise professional skepticism, and report our findings impartially and transparently.

License to Practice in Missouri

Mauldin & Jenkins, LLC is properly registered as a certified public accounting firm licensed to practice in Missouri. Additionally, all assigned key professional staff are properly licensed and registered to practice public accounting with the State of Missouri.

Firm Qualifications and Experience

Organization and Size – National Firm

Founded in 1918, Mauldin & Jenkins has focused on governmental auditing for more than a century. We are a national certified public accounting firm with clients across the United States and a reputation for delivering high-quality audit and accounting services to state and local governments. Through our one-firm model and strategically located offices in the communities listed below, we combine national depth with hands-on engagement, bringing both scale and specialized governmental expertise to every client relationship.

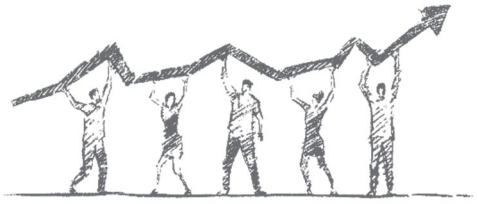
Georgia:	Louisiana:	South Carolina:
Atlanta	New Orleans	Columbia
Albany	Baton Rouge	Greenville
North Fulton	Houma	
Macon	Covington	North Carolina:
Savannah	Texas:	Raleigh
Alabama:	Houston	
Athens	Florida:	Tennessee:
Huntsville	Bradenton	Chattanooga
Birmingham	Sarasota	

Our current footprint of governmental clients extends as far northeast as Gates County in North Carolina (on the Virginia line) to Corpus Christi, Texas to the City of Wausau, Wisconsin to Islamorada, Florida in the Florida Keys.

Other key information relative to the size and experience of Mauldin & Jenkins is as follows:

- **500,000** - approx. total hours of service provided annually to clients of the Firm
- **166,000** - approx. total hours of service provided annually to governmental clients
- **60%** - percentage of governmental practice as compared to Firm's attestation practice
- **33%** - percentage of governmental practice as compared to Firm's overall practice
- **775** - approx. total governmental entities served in past three (3) years
- **750** - total number of Firm personnel
- **180** - total clients served who obtain the GFOA/ASBO Certificates
- **47** - total clients with publicly issued debts in excess of $76 million
- **12Governmental 0** - total number of Firm partners
- **43** - total number of full-time governmental partners & directors
- **20** - total number of full-time governmental managers
- **150+** - total number of professionals with current governmental experience

A Century of Service



Mauldin & Jenkins' commitment to government began when our Firm was established in 1918. Since then, we have viewed service to governments as significant to the overall success of the Firm. Today, the governmental sector is an industry that has been specifically identified for our continued growth in professional services. Accordingly, all professionals, from entry-level accountants to partners (who select the governmental sector as their focus) are trained to understand the issues and meet the needs of state and local governmental entities.

As noted previously, **Mauldin & Jenkins employs 60+ partners, directors and managers who dedicate 100% of their time serving government clients**. We also have numerous additional professionals with current experience in providing services to governmental entities, many of whom spend their time exclusively on government clients.

Mauldin & Jenkins' dedicated professionals can bring a comprehensive understanding of the issues that face government entities as well as "bench strength" at all levels, allowing us to respond swiftly and effectively to your evolving needs.

The goal of our government practice is to help governments improve their financial processes and strategies so that they can in turn achieve their goal of improving the lives of their citizens. This shared commitment to the goals of our clients has resulted in a significant government clientele.

> ***I was apprehensive when the decision was made to go with Mauldin & Jenkins thinking our city was too small for a larger firm. I couldn't be more pleased with their helpful attitude and professionalism. The audit process is now smooth and painless.***
>
> ***Pam Herring,***
> ***City of Rockmart,***
> ***Clerk/Finance Officer***

Quality Control Review

External Peer Review

In the mid 70s, the Private Companies Practice Section ("PCPS") was founded by the American Institute of CPAs ("AICPA") to establish a voluntary quality assurance program for CPA firms. There are requirements for membership in the section, which include mandatory continuing education for each member of the professional staff and a key element is a tri-annual independent review of a firm's quality control system in its practice of public accounting. Mauldin & Jenkins has been a member of the section from inception.

The peer review aspect has evolved from being voluntary to mandatory and Mauldin & Jenkins is in full compliance with the requirements of having a tri-annual review. In the peer reviewer's latest report dated December 29, 2023, our reviewing firm gave a rating of "pass" which is the highest form of assurance they can render on the system of quality control for our accounting and audit practice.

A copy of the report on our most recent external quality control review is provided on the next page. **The quality control review included a review of specific government engagements, including compliance audits under the Single Audit Act.** No letter of comment was received as a result of this review. We are quite proud to be one of the few national firms to have undergone this review and to have received such an excellent opinion from a large reputable national firm.

PBMares SM
CPAs and Consultants

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 29, 2023

To the Shareholders of Mauldin & Jenkins, LLC
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and an examination of service organizations (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Mauldin & Jenkins, LLC applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Mauldin & Jenkins, LLC has received a peer review rating of *pass*.

PBMares, LLP

PBMares, LLP
Fredericksburg, Virginia

> ***We chose Mauldin & Jenkins and have continued with them, because of their deep understanding and accounting knowledge of our industry and they are an invaluable resource to us. The professionals on their team are easy to work with and pay close attention to our specific concerns. They provide exceptional expertise and service, responding to questions quickly and proficiently. Without question, our decision to use Mauldin & Jenkins for the past years was a sound business decision, delivering the expected results and then some.***
>
> ***David Smith, Henry County (GA), Chief Financial Officer***

Desk Reviews or Field Reviews

With such a large national presence of our governmental practice, many of our offices have received both State and Federal desk reviews with no findings received over the previous three years.

No Disciplinary Actions

Mauldin & Jenkins has not had any disciplinary actions taken (nor are any pending) against the Firm during the past three years with any state or Federal regulatory bodies or professional organizations.

Similar Engagements with Other Governmental Entities

Client Transitions

Mauldin & Jenkins has experienced over 775 governmental client transitions in the past 25 years.

We recognize changing audit organizations creates an opportunity as well as a challenge to governmental units. Our method effectively minimizes the impact of transition, and our goal is to make such a change painless and a positive experience.

We accomplish successful transitions by taking the following ten steps:

- **Experience.** Our experience enables us to focus on the areas of your organization that possess the greatest risk. Each and every person assigned to the engagement will bring extensive governmental experience relative to their time with the firm. Essentially, our youngest staff persons oftentimes have more current governmental experience than higher level people in other firms.
- **Communication.** Our emphasis on planning and communication allows for an efficient and effective audit process in which everyone involved knows their roles and expectations. Further, we like to communicate with our clients, and want to hear their concerns, questions and thoughts as they develop, and address such matters at that time. This helps avoid surprises to all respective parties.
- **Learning Before Testing.** We do not take a cookie-cutter approach to our audits. Initially, we spend time visiting, inquiring, listening and learning before we ever begin the first audit tests.
- **Tailoring Our Approach.** Once we obtain an understanding of the intricacies of a client's operations, we tailor our audit approach to minimize unnecessary time and effort in the audit process, and avoid disruptions to client personnel.
- **Not Recreating the Wheel.** We also consider client's processes and reports generated on a regular basis for possible use in our audit process to minimize the need for client's to spend additional time and effort simply creating auditor requested schedules. Further, we can share templates used by other clients and ourselves that may reduce time in generating audit schedules.
- **Flexible.** We understand the demands client personnel have on a daily basis. We have the resources available to accommodate any special requests or timing relative to the conduct of the annual audit, and still meet required specified deadlines. We understand plans can change, and we are open to making any change in scheduling requested by our clients.

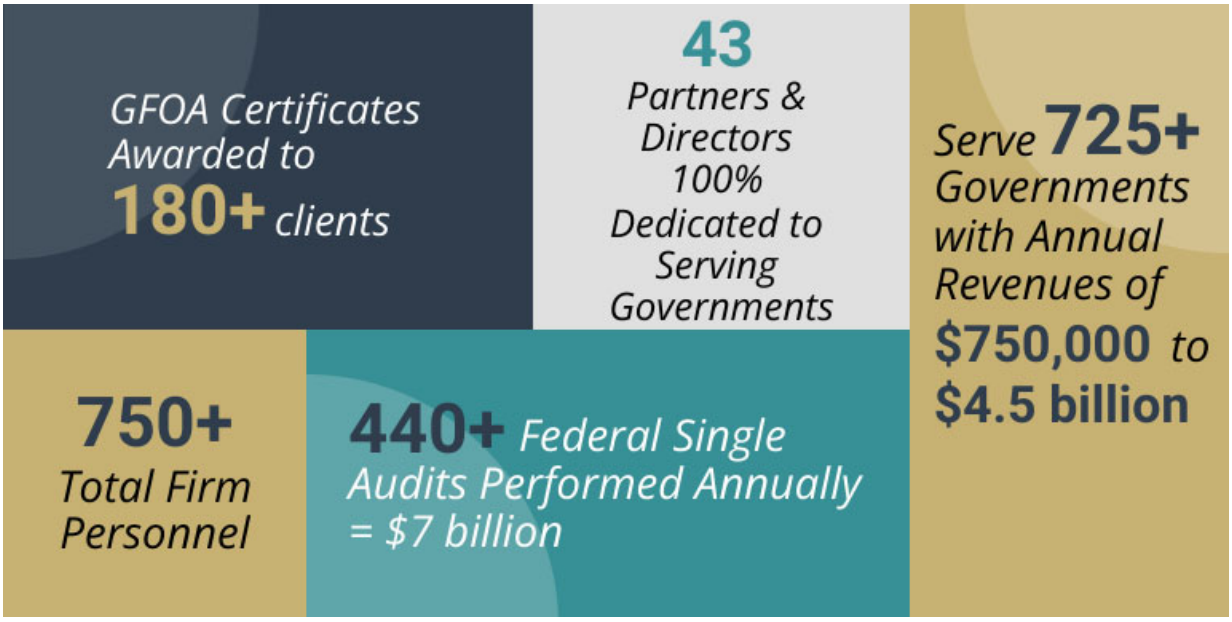
> ***The Commissioners of Mount Pleasant Waterworks would like to express their sincere thanks and appreciation for the excellent audit of our financials, especially being a first time audit….. We are looking forward to next year's audit.***
>
> ***Clay Duffie, Mount Pleasant (SC) Waterworks, General Manager***

- **Decisions Made During Fieldwork**. Issues, as they arise, are dealt with immediately and not accumulated until the end of the audit. This is accomplished by having seasoned governmental partners and managers in the field during the course of the engagement.
- **Reviews During Fieldwork.** Our goal is to conduct and review audits in the field. We find that to be the most effective and efficient approach to client service. Because our partners and managers are directly involved in the engagement during fieldwork, we can proactively identify significant issues immediately and resolve them with management, so the engagement is essentially complete when fieldwork ends.
- **Year-long Support.** We encourage your staff to take advantage of our accessible staff throughout the year for questions that may arise. Our people, working with you and your staff, can provide proactive advice on new accounting or GAAP pronouncements and their potential impact; help with immediate problems including answers to questions; and share insights and best practices to assist you in planning for your future success.
- **Working Toward a Common Goal.** Considering all of the above thoughts, our ultimate goal and objective is to provide excellent client service with the least amount of disruption to our clients. We tailor our approach to provide for everyone to work smarter, so our clients do not have to work harder.

> ***In the six years that I've gone through internal and external audits this has been by far the best experience with auditors. Your personalities make a huge difference and we haven't regretted changing auditors.***
>
> ***Crystal Coleman, Edgefield County (SC), Former Finance Director***

Governments Served in the Past Three Years

Perhaps the greatest indicator of our reliability as a professional service provider to state and local governments is our list of governmental clients. The following governmental client listings demonstrate Mauldin & Jenkins' vast experience serving the governmental sector.



Cities. Cities and Municipalities we have served within the past three years:

Georgia

1) Albany
2) Alpharetta
3) Americus
4) Ashburn
5) Atlanta
6) Avondale Estates
7) Bainbridge
8) Baldwin
9) Ball Ground
10) Barnesville
11) Berkeley Lake
12) Bloomingdale
13) Brookhaven
14) Brunswick
15) Butler
16) Byron
17) Cartersville
18) Cedartown
19) Centerville
20) Chamblee
21) Chattahoochee Hills
22) Clarkston
23) College Park
24) Colquitt
25) Conyers
26) Cordele
27) Covington
28) Cuthbert
29) Dacula
30) Dalton
31) Darien
32) Dawson
33) Decatur
34) Doraville
35) Douglasville
36) Duluth
37) Dunwoody
38) Fairburn
39) Fayetteville
40) Flovilla
41) Forest Park
42) Forsyth
43) Garden City
44) Glennville
45) Griffin
46) Grovetown
47) Hapeville
48) Hinesville
49) Holly Springs
50) Jefferson
51) Johns Creek
52) Kennesaw
53) Kingsland
54) LaGrange
55) Lake Park
56) Lawrenceville
57) Leesburg
58) Lilburn
59) Lone Oak
60) Lyons
61) Manchester
62) Mansfield
63) Milledgeville
64) Milner
65) Milton
66) Monroe
67) Mulberry
68) Nashville
69) Newton
70) Norcross
71) Oakwood
72) Oxford
73) Palmetto
74) Peachtree City
75) Peachtree Corners
76) Pearson
77) Perry
78) Pooler
79) Port Wentworth
80) Powder Springs
81) Reynolds
82) Richmond Hill
83) Rincon
84) Riverdale
85) Rockmart
86) Rome
87) Roswell
88) Sandy Springs
89) Savannah
90) Sharpsburg
91) Social Circle
92) South Fulton
93) St. Mary's
94) Stockbridge
95) Stonecrest
96) Suwanee
97) Temple
98) Thunderbolt
99) Tifton
100) Toccoa
101) Tucker
102) Turin
103) Tybee Island
104) Union City
105) Valdosta
106) Villa Rica
107) Waycross

Alabama

108) Athens
109) Hoover
110) Huntsville
111) Prattville
112) Sheffield
113) Tuscaloosa

Mississippi

114) Gulfport
115) Meridian

Florida

116) Apopka
117) Atlantis
118) Callaway
119) Cape Coral
120) Clewiston
121) Cocoa Beach
122) Crystal River
123) Destin
124) Fernandina Beach
125) Fruitland Park
126) Ft. Myers Beach
127) Gulf Stream
128) Haines City
129) Inverness
130) Islamorada
131) Juno Beach
132) Jupiter Inlet Colony
133) Jupiter Island
134) LaBelle
135) Lake Placid
136) Longboat Key
137) Marathon
138) Marco Island
139) Naples
140) New Port Richey
141) North Port
142) Palmetto
143) Plant City
144) St Augustine
145) Tarpon Springs
146) Tequesta
147) Wildwood
148) Winter Haven

North Carolina

149) Carrboro
150) Chapel Hill
151) Clinton
152) Garner
153) Greensboro
154) Jacksonville
155) Rocky Mount
156) Selma
157) Southern Pines
158) Wilkesboro

South Carolina

159) Aiken
160) Beaufort
161) Bluffton
162) Cayce
163) Chapin
164) Charleston
165) Clemson
166) Clinton
167) Clover
168) Fort Mill
169) Fountain Inn
170) Georgetown
171) Goose Creek
172) Greenwood
173) Hanahan
174) Hardeeville
175) Hemingway
176) Hilton Head Island
177) Hollywood
178) Johnsonville
179) Kiawah Island
180) Mount Pleasant
181) North Augusta
182) North Charleston
183) Orangeburg
184) Pamplico
185) Rock Hill

186) Saluda
187) Seabrook Island
188) Seneca
189) Summerville
190) Winnsboro

Tennessee
191) Ashland City
192) Clarksville
193) Decatur
194) Jackson
195) Lebanon
196) Millersville
197) Morristown
198) Mount Pleasant
199) Spring Hill
200) Springfield
201) Tellico Plains

Louisiana
202) City of Covington
203) City of Grambling
204) City of Tallulah
205) East Carroll Police Jury
206) St. Tammany Parish Govt.
207) Town of Franklinton
208) Town of Madisonville

Iowa/Wisconsin
209) Dubuque, IA
210) West Des Moines, IA
211) Wausau, WS

Counties. Counties we have served within the past three years:

Georgia
1) Athens-Clarke
2) Augusta-Richmond
3) Bacon
4) Barrow
5) Bryan
6) Butts
7) Camden
8) Charlton
9) Chatham
10) Clayton
11) Columbus-Muscogee
12) Crisp
13) DeKalb
14) Dougherty
15) Douglas
16) Emanuel
17) Floyd
18) Forsyth
19) Gwinnett
20) Henry
21) Irwin
22) Jackson
23) Jeff Davis
24) Jenkins
25) Jones
26) Lamar
27) Lee
28) Liberty
29) Long
30) Lumpkin
31) Macon
32) Macon-Bibb
33) McIntosh
34) Meriwether
35) Mitchell
36) Monroe
37) Morgan
38) Newton
39) Paulding
40) Pierce
41) Polk
42) Rockdale
43) Spalding
44) Stephens
45) Stewart
46) Sumter
47) Talbot
48) Tattnall
49) Taylor
50) Toombs
51) Troup
52) Turner
53) Walton
54) Whitfield
55) Wilkes

Florida
56) Alachua
57) Hernando
58) Union
59) Walton

North Carolina
60) Bertie
61) Buncombe
62) Columbus
63) Gates
64) Greene
65) Halifax
66) Madison
67) Montgomery
68) Moore
69) Orange
70) Wake

South Carolina
71) Aiken
72) Beaufort
73) Berkeley
74) Calhoun
75) Colleton
76) Darlington
77) Dorchester
78) Edgefield
79) Fairfield
80) Florence
81) Greenville
82) Hampton
83) Horry
84) Jasper
85) Lancaster
86) Laurens
87) Newberry
88) Oconee
89) Orangeburg
90) Richland
91) Sumter

Tennessee
92) Hamilton

Alabama
93) Jefferson

Iowa
94) Madison

State Governmental Entities. States have many entities as part of financial reporting: agencies, departments, colleges, university foundations, and other component units that are audited. Please see the following for a listing of State governmental entities we have served in the past three years:

1) Abraham Baldwin Agri. College Foundation
2) Aiken Technical College
3) Athens State University, AL
4) Calhoun Community College
5) Central Carolina Technical College
6) College of Coastal Georgia Foundation
7) Denmark Technical College
8) Drake State Community and Technical College
9) Francis Marion University
10) Ga. Building Authority (GBA)
11) Ga. Business Success Center
12) Ga. College & State Univ. Foundation
13) Ga. Dept. of Behavioral Health
14) Ga. Dept. of Economic Development
15) Ga. Education Authority
16) Ga. Environmental Finance Auth. (GEFA)
17) Ga. Higher Education Assistance Corp.
18) Ga. Higher Education Facilities Authority
19) Ga. Highlands College Foundation
20) Ga. Lottery Corporation (LOTTO)
21) Ga. Military College Foundation
22) Ga. Ports Authority (GPA)
23) Ga. Southern Univ. Athletic Foundation
24) Ga. Southern Univ. Foundation

25) Ga. State Financing & Investment Com. (GSFIC)
26) Ga. State Univ. Athletic Foundation
27) Ga. State Univ. Foundation
28) Ga. Student Finance Authority (GSFA)
29) Ga. Superior Court Clerk's Cooperative Auth.
30) Ga. Technology Authority
31) Ga. World Congress Center Authority
32) Gadsden State Community College
33) Greenville Technical College
34) University of Chattanooga Foundation
35) Trident Technical College
36) Kennesaw State Univ. Athletic Department
37) Kennesaw State Univ. Athletic Foundation
38) Kennesaw State Univ. Research Foundation
39) Kennesaw State Univ. Foundation
40) Medical College of Georgia Foundation
41) Mississippi College of Georgia Foundation
42) New College of Florida
43) Northeast Alabama Community College
44) Northeastern Technical College
45) Northwest Florida College Foundation
46) Northwest Shoals Community College
47) Polytechnic Foundation of Kennesaw State Univ.
48) REACH Georgia (of the GSFC)
49) Snead State Community College
50) South Carolina Comptroller Generals Office
51) South Carolina Education Lottery Commission
52) South Carolina Transportation Infrastructure Bank
53) South Carolina Infrastructure Bank
54) South Carolina Insurance Reserve Fund
55) South Carolina Department of Transportation
56) South Carolina Jobs-Economic Development Auth
57) South Carolina Office of the State Auditor
58) Southern Polytechnic Applied Research Foundation
59) State College of Florida Sarasota-Manatee
60) Stone Mountain Memorial Association
61) Tri County Technical College
62) University of North Alabama
63) University of North Georgia Foundation
64) University of West Alabama
65) University of West Georgia Foundation
66) University System of Georgia
67) Williamsburg Technical College

School Systems. Boards of Education we have served within the past three years:

Georgia

1) Atlanta Independent Schools
2) Barrow County Schools
3) Bartow County Schools
4) Bibb County Schools
5) Buford City Schools
6) Butts County Schools
7) Camden County Schools
8) Carroll County Schools
9) Carrollton City Schools
10) Cartersville City Schools
11) Clayton County Schools
12) Cobb County Schools
13) Colquitt County Schools
14) Commerce City Schools
15) Coweta County Schools
16) Dawson County Schools
17) Decatur City Schools
18) DeKalb County Schools
19) Dodge County Schools
20) Dougherty County Schools
21) Douglas County Schools
22) Dublin City Schools
23) Geneva County Schools
24) Fannin County Schools
25) Fayette County Schools
26) Floyd County Schools
27) Forsyth County Schools
28) Fulton County Schools
29) Gilmer County Schools
30) Glynn County Schools
31) Gordon County Schools
32) Greene County Schools
33) Griffin-Spalding County Schools
34) Gwinnett County Schools
35) Habersham County Schools
36) Hancock County Schools
37) Henry County Schools
38) Houston County Schools
39) Jefferson City Schools
40) Laurens County Schools
41) Lumpkin County Schools
42) Marietta City Schools
43) Marion County Schools
44) Newton County Schools
45) Oconee County Schools
46) Peach County Schools
47) Pickens County Schools
48) Polk County Schools
49) Putnam County Schools
50) Rockdale County Schools
51) Rome City Schools
52) Savannah-Chatham Co. Schools
53) Stephens County Schools
54) Thomas County Schools
55) Troup County Schools
56) Twiggs County Schools
57) Union County Schools
58) Walton County Schools
59) Ware County Schools
60) White County Schools

Alabama

61) Athens City Schools
62) Sheffield City School
63) Limestone County Board of Education
64) Jackson County Board of Education

Florida

65) Hardee County Schools
66) Highland County Schools
67) Manatee County Schools
68) Lee County Schools

South Carolina

69) Beaufort County Schools
70) Berkeley County School District
71) Calhoun County Schools
72) Charleston County Schools
73) Clarendon Co. School Dist. 1
74) Colleton County Schools
75) Florence School Dist. 1
76) Florence School Dist. 3
77) Horry County Schools
78) Marlboro County Schools
79) Orangeburg County School District
80) Richland Co. School Dist. 1
81) South Carolina Public Charter School District
82) Sumter County Schools

Tennessee

83) Bristol City Schools
84) Hamilton County Schools

Business-Type Special Purpose Governments. Please see the following for a listing of business-type stand-alone special purpose business-type governments we have served in the past three years:

Water/Sewer & Electric Utility

1) Albertville Municipal Utilities Board
2) Athens Electric Utility
3) Athens Water and Sewer Utility
4) Atlanta Watershed
5) Augusta Utilities (Water/Sewer Ops)
6) Barrow County Water & Sewer Authority
7) Beaufort Jasper Water & Sewer Authority
8) Berkeley County Water & Sanitation
9) Bristol Essential Services
10) Bristol Joint Sewer System
11) Broad Creek Public Service District
12) Brunswick - Glynn Joint Water & Sewer Comm.
13) Butts County Water & Sewer Authority
14) Cape Fear Public Utility Authority
15) Catawba River Water Supply Project
16) CDE Lightband
17) Charleston Regional Resources Recovery Auth.
18) Charleston Water System
19) Chatsworth Water Works Commission
20) City of Sheffield Utilities
21) Clarksville Gas, Water & Wastewater
22) Clayton County Water Authority
23) Cobb County - Marietta Water Authority
24) Crisp County Power Commission
25) Dutton Waterworks
26) Eatonton-Putnam Water & Sewer Authority
27) Edgefield County Water & Sewer Authority
28) Electric Power Board of Chattanooga
29) Electric Power Board of Chattanooga, TN
30) Emerald Coast Utilities Authority
31) Englewood Water District
32) Gladeville Utility District
33) Grand Strand Water & Sewer Authority
34) Greenville Water System
35) Greenwood Commissioners of Public Works
36) Greer Commission of Public Works
37) Guntersville Water and Sewer Board
38) Gwinnett County Water and Sewerage Authority
39) Hamilton Co. Water & Wastewater Treatment
40) Henry County Water Authority
41) Huntsville Utilities
42) Limestone County Water and Sewer Authority
43) Lumpkin County Water & Sewerage Authority
44) Macon Water Authority
45) Middle Chattahoochee Regional Water & Sewer Authority
46) Middle Georgia Regional Water & Sewer Authority
47) Mount Pleasant Waterworks
48) Newton County Water & Sewerage Authority
49) North Charleston Sewer District
50) Onslow Water & Sewer Authority
51) Orangeburg Department of Public Utilities
52) Peace River/Manasota Reg. Water Supply Auth.
53) Peachtree City Water & Sewerage Authority
54) Polk County Water Authority
55) Renewable Water Resource
56) Seabrook Island Utility Commission
57) Seacoast Utility Authority
58) Section Waterworks
59) Sheffield Utilities
60) Susanville Sanitary District
61) Tampa Bay Water
62) Warren County Utility District
63) Waterworks & Sewer Board of the Town of Parrish

Airports

64) Atlanta Hartsfield-Jackson International Airport
65) Augusta-Richmond County Regional Airport
66) Charleston County Aviation Authority
67) Glynn County Airport Commission
68) Gwinnett Airport Authority
69) Halifax-Northampton Regional Airport Authority
70) Horry County Airport
71) Moore County (Pinehurst) Airport Authority
72) Paulding County Airport Authority
73) Walterboro-Colleton County Airport Commission

Transit

74) Chatham Area Transit Authority
75) Chattanooga Area Reg. Transportation Authority
76) Jackson Transit Authority, TN
77) Lakeland Area Mass Transit District
78) Lowcountry Regional Transit Authority
79) Macon-Bibb County Transit Authority
80) Pee Dee Regional Transit Authority
81) Santee Wateree Regional Transit Authority
82) South Florida Regional Transportation Authority
83) Waccamaw Regional Transportation Authority

Gas

84) Athens Gas Utility
85) Austell Natural Gas System
86) Natural Gas Acquisition Corp.

Water & sewer operations. Below is a listing of water/sewer operations we have served within the past three years:

1) Aiken County
2) Athens-Clarke County
3) Augusta-Richmond Co.
4) Barrow County
5) Berkeley County, SC
6) Bertie County
7) Calhoun County
8) Camden County
9) Chatham County
10) City of Aiken
11) City of Albany
12) City of Americus
13) City of Arcadia
14) City of Ashburn
15) City of Bainbridge
16) City of Ball Ground
17) City of Barnesville
18) City of Bloomingdale
19) City of Bradenton
20) City of Brunswick
21) City of Butler
22) City of Byron
23) City of Callaway
24) City of Canton
25) City of Cartersville
26) City of Cayce
27) City of Cedartown
28) City of Clarksville
29) City of Clemson
30) City of Clinton
31) City of Clover
32) City of College Park
33) City of Colquitt
34) City of Conyers
35) City of Cooper City
36) City of Cordele
37) City of Covington
38) City of Crystal River
39) City of Fairburn
40) City of Fayetteville
41) City of Fernandina
42) City of Forsyth
43) City of Ft. Myers Beach
44) City of Garden City
45) City of Georgetown
46) City of Goose Creek
47) City of Griffin
48) City of Gulfport
49) City of Gulf Stream
50) City of Haines City
51) City of Hendersonville
52) City of Hinesville
53) City of Islamorada
54) City of Jackson
55) City of Jacksonville
56) City of Jefferson
57) City of Johnsonville
58) City of Kingsland
59) City of Lagrange
60) City of Lake Placid
61) City of Lawrenceville
62) City of Lebanon
63) City of Leesburg
64) City of Long Boat Key
65) City of Manchester
66) City of Mansfield
67) City of Marco Island
68) City of Milledgeville
69) City of Monroe
70) City of Morristown
71) City of Naples
72) City of North Augusta
73) City of North Port
74) City of Palmetto
75) City of Perry
76) City of Plant City
77) City of Pooler
78) City of Port Wentworth
79) City of Powder Springs
80) City of Reynolds
81) City of Richmond Hill
82) City of Rock Hill, SC
83) City of Rockmart
84) City of Rocky Mount
85) City of Rome
86) City of Roswell
87) City of Savannah
88) City of Seneca, SC
89) City of Social Circle
90) City of St. Marys
91) City of Stockbridge
92) City of Suwanee
93) City of Thomasville
94) City of Thunderbolt
95) City of Tifton
96) City of Toccoa
97) City of Tuscaloosa
98) City of Tybee Island
99) City of Union City
100) City of Valdosta
101) City of Villa Rica
102) City of Wildwood
103) Columbia Co.
104) Crisp County
105) DeKalb County
106) Floyd County
107) Forsyth County
108) Gates County
109) Greene County
110) Halifax County
111) Lee County
112) Liberty County
113) Lincoln County
114) McIntosh County
115) Mitchell County
116) Montgomery County
117) Monroe County
118) Moore County
119) Orange County
120) Orangeburg County
121) Paulding County
122) Richland County, SC
123) Rockdale County
124) Spalding County
125) Talbot County
126) Taylor County
127) Walton County
128) Town of Black Mountain
129) Town of Chapin
130) Town of Hemingway
131) Town of Pamplico
132) Town of Selma
133) Town of Wilkesboro
134) Town of Winnsboro
135) Village of Tequesta

Gas operations. Below is a listing of gas operations served within the past three years:

1) Athens-Clarke County
2) Austell Natural Gas System
3) Barrow County
4) City of Albany
5) City of Americus
6) City of Ashburn
7) City of Bainbridge
8) City of Cartersville
9) City of Clarksville
10) City of Colquitt
11) City of Cordele
12) City of Covington
13) City of Fountain Inn, SC
14) City of Jackson

15) City of Lagrange
16) City of Lawrenceville
17) City of Lebanon
18) City of Pensacola
19) City of Perry
20) City of Rock Hill, SC
21) City of Rocky Mount, NC
22) City of Social Circle
23) City of Thomasville
24) City of Tifton
25) City of Toccoa
26) Town of Winnsboro

Electric operations. Below is a listing of electrical operations served within the past three years:

1) Bristol Essential Services
2) City of Albany
3) City of Barnesville
4) City of Cartersville
5) City of Clewiston
6) City of Clinton
7) City of College Park
8) City of Fairburn
9) City of Forsyth
10) City of Griffin
11) City of Jackson
12) City of Lagrange
13) City of Lawrenceville
14) City of Mansfield
15) City of Morristown
16) City of Monroe
17) City of Rock Hill
18) City of Rocky Mount, NC
19) City of Seneca
20) City of Thomasville
21) Crisp County Power Commission
22) Town of Selma
23) Town of Winnsboro

Transit operations. Below is a listing of transit operations served within the past three years:

1) Chatham Area Transit Authority
2) City of Albany
3) City of Clarksville
4) City of Clemson, SC
5) City of Hinesville
6) City of Huntsville, AL
7) City of Rock Hill, SC
8) City of Seneca, SC
9) Birmingham-Jefferson County Transit Auth.
10) Fairfield County, SC
11) Lakeland Area Mass Transit District
12) Madison County
13) Polk Transit Authority
14) South Florida Regional Transportation Auth.
15) Whitfield Transit

Airport operations. Below is a listing of airport operations served within the past three years:

1) Athens-Clarke County
2) Augusta-Richmond County Regional Airport
3) Barrow County
4) Beaufort Co., SC - City of Hilton Head
5) Beaufort Co., SC - Lady's Island
6) City of Aiken
7) City of Albany
8) City of Covington
9) City of Fernandina
10) City of Griffin
11) City of Orangeburg, SC
12) City of Pensacola
13) Darlington County, SC
14) DeKalb County
15) Fairfield County, SC
16) Floyd County
17) Glynn County Airport Commission
18) Gwinnett Airport Authority
19) Henry County
20) Lancaster Co., SC
21) Macon-Bibb Co. - Downtown Airport
22) Macon-Bibb Co. - Mid.Ga. Regional Airport
23) Newberry County, SC
24) Oconee Co., SC
25) Paulding County Airport Authority
26) Richland County, SC
27) Taylor County
28) Walterboro-Colleton County Airport Commission

Certificates of Achievement & Excellence in Financial Reporting

Mauldin & Jenkins has served **over 775 governments** in the past several years, and **181** governmental units who obtain the GFOA's Certificate of Achievement for Excellence in Financial Reporting (and, or the ASBO's Certificate of Excellence in Financial Reporting).

Mauldin & Jenkins' clients have never failed to obtain the Certificate! Every Annual Comprehensive Financial Report submitted has received the award. The following are current clients:

Counties:

1) Aiken, SC
2) Athens-Clarke
3) Augusta-Richmond
4) Barrow
5) Beaufort, SC
6) Buncombe, NC
7) Butts
8) Camden
9) Cartersville
10) Chatham
11) Clayton
12) Colleton, SC
13) Columbus-Muscogee
14) Dekalb
15) Douglas
16) Edgefield, SC
17) Florence, SC
18) Floyd
19) Forsyth
20) Glynn
21) Greenville, SC
22) Gwinnett
23) Halifax, NC
24) Hamilton, TN
25) Henry
26) Horry, SC
27) Jackson
28) Lancaster, SC
29) Liberty
30) Macon-Bibb
31) Morgan
32) Moore, NC
33) Newton
34) Oconee, SC
35) Orange, NC
36) Paulding
37) Polk
38) Richland, SC
39) Rockdale
40) Spalding
41) Wake, NC
42) Walton
43) Whitfield

Cities:

44) Aiken, SC
45) Albany
46) Alpharetta
47) Americus
48) Apopka, FL
49) Austell
50) Avondale Estates
51) Ball Ground
52) Beaufort, SC
53) Black Mountain, NC
54) Bluffton, SC
55) Bradenton, FL
56) Bristol, TN
57) Brookhaven
58) Brunswick
59) Callaway, FL
60) Cartersville
61) Cayce, SC
62) Chamblee
63) Charleston, SC
64) Chamblee
65) Chapin, SC
66) Clarksville, TN
67) Clemson, SC
68) College Park
69) Conyers
70) Cooper City, FL
71) Covington
72) Decatur
73) Doraville
74) Douglasville
75) Dunwoody
76) Fayetteville
77) Fairburn
78) Forest Park
79) Forsyth
80) Garden City
81) Garner, NC
82) Georgetown
83) Griffin
84) Gulfport, MS
85) Haines City, FL
86) Hallandale Bch, FL
87) Hapeville
88) Hardeeville, SC
89) Hendersonville, NC
90) Hilton Head Island, SC
91) Hinesville
92) Holly Springs
93) Huntsville, AL
94) Jacksonville, NC
95) John's Creek
96) Juno Beach, FL
97) Kennesaw
98) Kiawah Island
99) Kingsland
100) Marco Island, FL
101) Lagrange
102) Lawrenceville
103) Longboat Key, FL
104) Milledgeville
105) Milton
106) Monroe
107) Morristown, TN
108) Morrow
109) Mount Pleasant, SC
110) Naples, FL
111) N. Augusta, SC
112) N. Charleston, SC
113) North Port, FL
114) Palmetto
115) Peachtree City
116) Perry
117) Plant City, FL
118) Pooler
119) Port Wentworth
120) Powder Springs
121) Prattville
122) Richmond Hill
123) Riverdale
124) Rockhill
125) Rockmart
126) Rocky Mount, NC
127) Rome
128) Roswell
129) St. Marys
130) Sandy Springs
131) Savannah
132) Social Circle
133) Stockbridge
134) Suwanee
135) Thunderbolt
136) Tarpon Springs, FL
137) Thomasville
138) Tuscaloosa, AL
139) Union City
140) Valdosta
141) Villa Rica
142) Zebulon, NC

Boards of Education:

143) Atlanta Public Schools
144) Beaufort County Schools
145) Bibb County Schools
146) Cartersville City Schools
147) Cobb County Schools
148) Fayette County Schools
149) Fulton County Schools
150) Griffin-Spalding County Schools
151) Gwinnett County Schools
152) Horry County Schools
153) Lee County School District
154) Marietta City Schools
155) Putnam County Schools
156) Richland Co. School District One
157) Savannah-Chatham County Schools

State Governmental Entities:

158) Ga. Environ. Fin. Auth. (GEFA)
159) Ga. Ports Authority

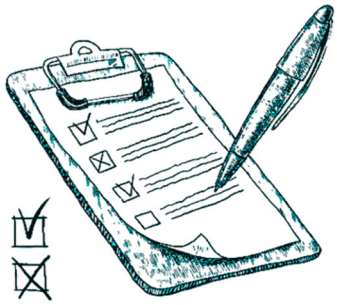
Other Governmental Entities:

160) Beaufort Jasper Water & Sewer Auth.
161) Cape Fear Public Utility Authority
162) Central Savannah River Area Regional Comm.
163) Charleston Water System
164) Clayton County Water Authority
165) Cobb County - Marietta Water Authority
166) Emerald Coast Utilities Authority
167) Greenville Technical College
168) Greenville Water System
169) Greenwood Commissioners of Public Works
170) Greer Commission of Public Works
171) Hartsfield-Jackson International Airport
172) Henry County Water Authority
173) Lowcountry Regional Transportation Authority
174) Macon Water Authority
175) Mount Pleasant Waterworks
176) North Charleston Sewer District
177) Onslow Water & Sewer Authority
178) Port of Corpus Christi Authority
179) Public Building Authority of Knox Co. & Knoxville
180) South Florida Transportation Authority
181) Tampa Bay Water Authority

MAULDIN & JENKINS

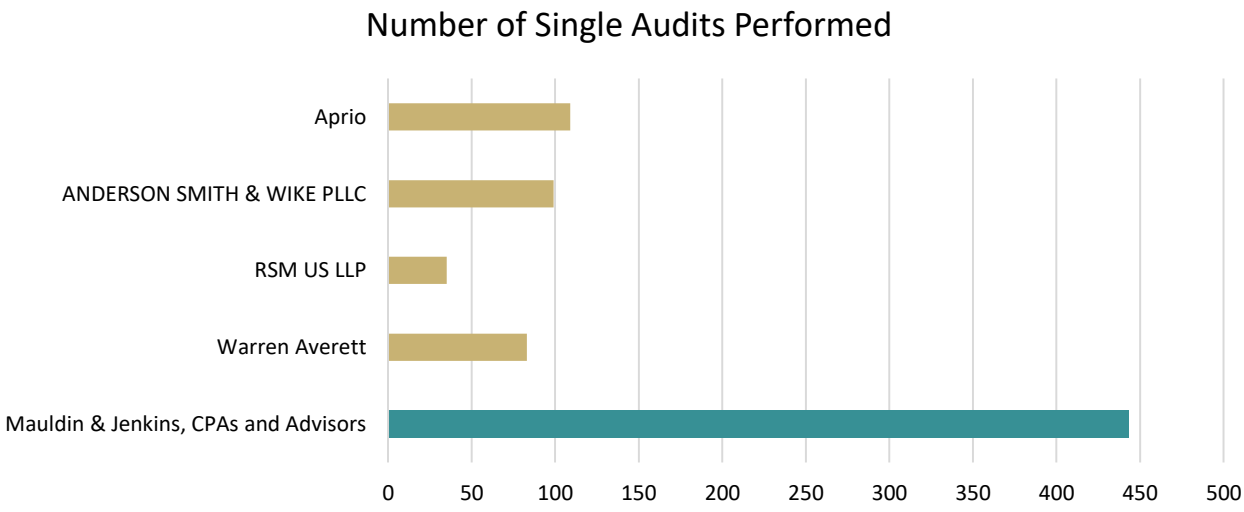
CPAs & ADVISORS

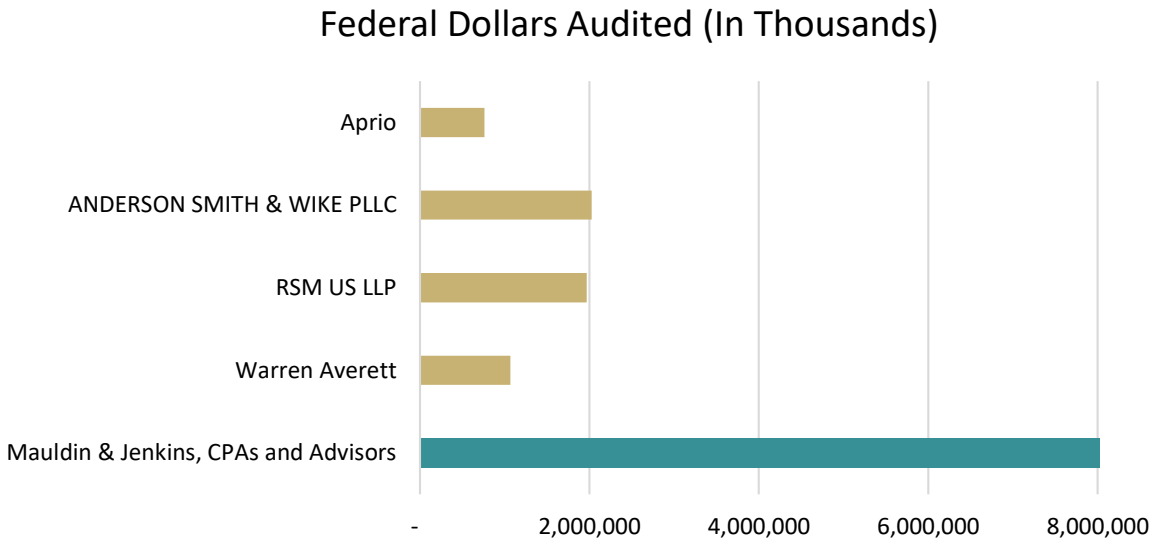
Audits of Federally Funded Programs (Single Audits)



Based on data provided by the Federal Audit Clearinghouse ("FAC") for fiscal year 2024 audits, Mauldin & Jenkins audits **442 entities** representing approximately **$8 billion in federal expenditures** for state, local government, and non-profit clients which is the:

- **Highest** among public accounting firms in as it relates to the number of Single Audits conducted; and
- **Highest** among public accounting firms in the as it relates to total expenditures audited under the Single Audit Act.





The above information was summarized from the Federal Audit Clearinghouse for audits with fiscal year-ends in 2024 for states in which our Firm has offices.

Governmental Attestation Services

Other attestation services beyond financial and compliance audits which Mauldin & Jenkins currently provides to our clients include:

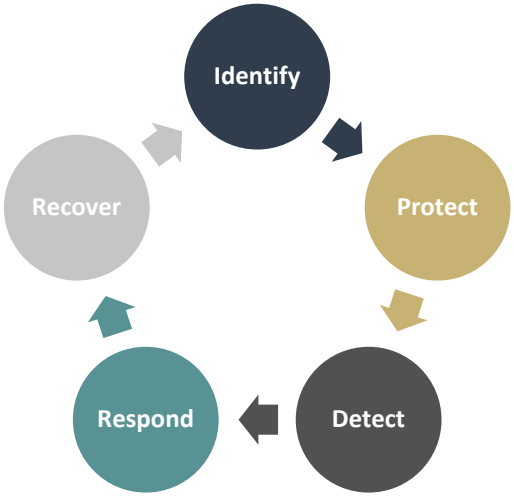
- Forensic audits
- Performance audits
- Information systems audits
- Agreed-upon procedures
- Bond issuance services
- Capital asset inventory services

Governmental IT Solutions

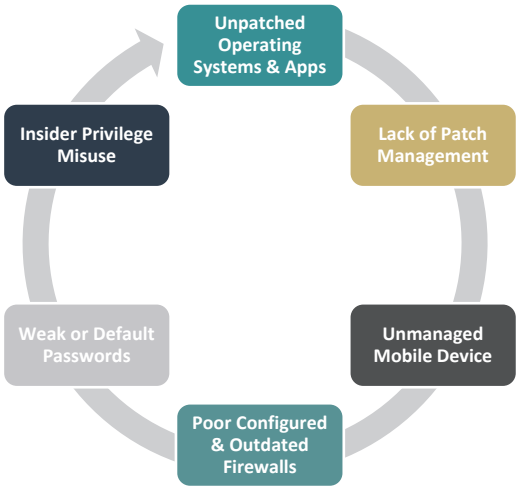
As noted above, Mauldin & Jenkins performs various IT attestation and non-attestation services. The following are three such services.

Cybersecurity Framework Engagements

With governments dealing with IT ransoms, cybersecurity is one of the top issues on the minds of nearly every government (large & small). Managing this business issue is especially challenging. A government with a highly mature cybersecurity risk management program still has a residual risk that a material cybersecurity breach could occur and not be detected in a timely manner.



Services can be provided via: 1) attestation engagements or 2) consulting engagements. The AICPA has established standards for performing attestation engagements in this arena with the issuance of the SOC for Cybersecurity as part of its suite of System and Organization Controls ("SOC") reporting. Consulting services can be provided while not compromising auditor independence.



System Vulnerability Assessments Engagements

This is the process of defining, identifying, classifying and prioritizing vulnerabilities in computer systems, applications and networks infrastructures, and providing an assessment with necessary knowledge, awareness and risks to understand the threats to determine appropriate reactions. Using specialized tools and applications, we can access networks to scan with automated tools and interrogate every device connected to network with the objective of searching for misconfigurations, unsupported software, missing software updates and patches, etc.

Penetration Testing Engagements

This is the practice of testing a computer system to find security vulnerabilities that a hacker / attacker could exploit using automation or manual applications. The process involves gathering information about the target before the test, identifying possible entry points, attempting to break in – actually or virtually – and reporting back the findings. Tests come from external or internal angles of entry. Our main objective is to identify security weaknesses. Penetration testing can also be used to: test an organization's security policy; its adherence to compliance requirements; its employees' security awareness; and, the government's ability to identify and respond to security incidents.

We would like to express our sincere appreciation for the quality of service provided by the staff of Mauldin & Jenkins. We would like to thank you for the level of detail and accountability you have demonstrated on this project and the way you conduct business as a whole. Our team could not be more satisfied with your work and we look forward to continuing this relationship.

Angela Jackson, City of Fairburn (GA), Finance Director

Governmental Advisory Services

Beyond traditional audit and accounting services and IT services, we provide advisory services that are wide-ranging in nature. Our experienced government advisory team helps governments, governmental agencies and special purpose governmental organizations balance fiscal responsibility with the latest business strategies to achieve targeted and overarching objectives. Our advisory services can be summarized via the following bubbles.

Tax Resolution Services

Our Tax Controversy Resolution team has helped many government clients who prepare and file their own tax returns in resolving their penalty matters with the IRS. Common employment forms filed in-house by government entities include Forms W-2, 1099-MISC, 1099-NEC, 941, 1094C and 1095C. Now that the IRS has resumed collection notice mailing after the pandemic suspension, more and more government entities are receiving IRS notices with penalty assessments. We assist government clients in IRS correspondence and have been highly successfully in penalty removal.

The reasons for an IRS notice can vary. The IRS will assess penalties for multiple reasons including missing forms, late-filed forms, late payments, incorrect entries, misapplied payments, and unsigned returns. These inadvertent errors can result in penalty assessments by the IRS ranging from thousands to millions of dollars. When a notice is received, the taxpayer must promptly communicate with the IRS to resolve their tax matter for which the penalty was assessed.

Government entities can be faced with multiple tax issues triggered by IRS notices. No matter the issue, our Tax Controversy Resolution team is equipped with the resources and experience necessary to successfully represent government clients before the IRS to both ensure compliance with tax laws and removal of all wrongfully assessed penalties.

Similar Clients

In addressing the City's interest in the qualifications and client references of Mauldin & Jenkins and the request for audits performed for local governmental units, we have elected to report on five entities which most closely resemble the City in size and services (total staff hours). Should management of the City need some additional references, we would be happy to provide such data. The five entities we audit which most closely resemble the City are noted as follows:

1) City of Atlanta, Georgia

General Information	City government and the capital of Georgia with approximately 500,000 in population and assets in excess of $19 billion and revenues of approximately $2.9 billion. Government includes component units and Hartsfield Jackson International Airport. Financial & compliance audits; Single Audits; audits of component units; special bond issuance services; and various agreed-upon procedures; preparation of financial statements. Multiple single-employer defined benefit pension plans included in fiduciary trust funds.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with OMB Circular A-133. Preparation of ACFR and the maintenance of the GFOA Certificate.
Dates	June 30, 2022 through present
Partners	Doug Moses, Adam Fraley, Trey Scott, David Irwin
Total Hours	4,000 hours
Contact Information	Ms. Youlanda Carr - (404) 865-8453 - ycarr@atlantaga.gov

2) City of Tuscaloosa, Alabama

General Information	City with population of approx. 101,000. Assets and revenues of approx. $733 million and $222 million. Services include general government, community services, education, infrastructure and public services, urban development, intermodal facilities, water and sewer, tourism, parking, and transit. Multiple pensions and OPEB. ACFR prepared and GFOA Certificate awarded.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance. Preparation of ACFR and the maintenance of the GFOA Certificate. Accounting, financial reporting and internal control training of City's accounting staff.
Dates	2017 through present
Partners	Miller Edwards and David Irwin
Total Hours	1,000 hours
Contact Information	Ms. Carly Standridge, Chief Financial Officer – 205-248-5170 - cstandridge@tuscaloosa.com

3) City of Charleston, South Carolina

General Information	City with population of approx. 135,000. Aggregation of assets and revenues of approx. $2.9 billion and $474 million. Services include general government, public safety, public service, urban and community development, culture and recreation, community promotions, health and welfare, business development, parking facilities, golf course, museums, and other activities. Pension and OPEB. ACFRs prepared and GFOA Certificate awarded for City and Water System.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with the Uniform Guidance. Preparation of ACFR and the maintenance of the GFOA Certificate.
Dates	December 31, 2015 through present
Partners	Grant Davis and David Irwin
Total Hours	1,000 hours
Contact Information	Ms. Amy Wharton, CFO – 843-579-7596 whartona@charleston-sc.gov

4) City of West Des Moines, Iowa

General Information	City in central Iowa with population of approx. 70,000. Assets and revenues of approx. $1.4 billion and $437 million, respectively. Services include general government, public safety, public works, health and welfare, culture and recreation, housing and development, water and sewer system, waste management, and stormwater.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance. Preparation of ACFR and the maintenance of the GFOA Certificate.
Dates	June 30, 2025 through present
Partners	Grant Davis and David Irwin
Total Hours	650 hours
Contact Information	Ms. Lesley Montgomery, Accounting Manager - (515) 222-3635 lesley.montgomery@wdm.iowa.gov

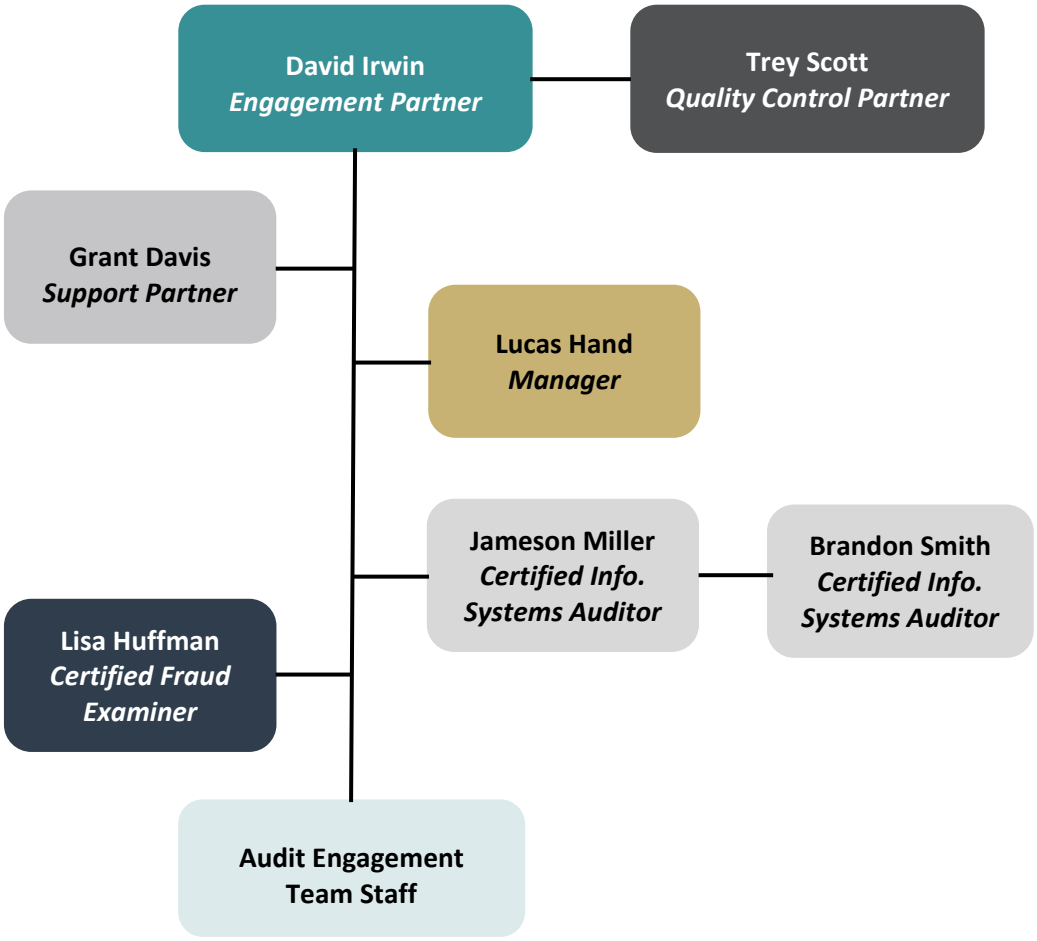
5) City of Dubuque, Iowa

General Information	City in Dubuque County, Iowa with a population of approximately 60,000 and lies along the Mississippi River at the junction of Iowa, Illinois, and Wisconsin, and serves as the main commercial, industrial, educational, and cultural center for the Tri-State area. The City has assets of approximately $1.1 billion and annual revenues of approximately $188 million.
Scope & Type of Engagement	Financial audits and compliance audits in accordance with Uniform Guidance. Preparation of ACFR and the maintenance of the GFOA Certificate.
Dates	June 30, 2024 through present
Partners	David Irwin and Trey Scott
Total Hours	500 hours
Contact Information	Ms. Jenny Larson, Chief Financial Officer - (563) 589-4322 - JLarson@cityofdubuque.org

Partner, Supervisory and Staff Qualifications and Experience

Proposed Staffing and Qualifications

In order to provide the highest quality service in the most cost-efficient manner, Mauldin & Jenkins has formed a client service team which will function as a cohesive unit and would represent a superb assortment of talent and experience for the audit of the City. The unit would be assembled as:



The above team dedicated to auditing the City will include (at a minimum) two partners, one full-time manager, and at least two staff professionals. The manager (Lucas Hand) and the professional staff will work on site or remotely as necessary to conduct their role in the audit. Other governmental audit professionals will be available to assist through fieldwork and the preparation of the financial reports. The audit partner in-charge of fieldwork will correspond with City management on financial reporting, audit, and related issues on an ongoing basis, and this individual will also be dedicated to serve the City throughout fieldwork, reporting and conclusion in all respective fiscal years. Mauldin & Jenkins has the depth of resources which allows us to provide you with significant resources of knowledgeable professionals to meet your deadlines.

David Irwin, CPA
Lead Partner & Ultimate Partner Responsible

David Irwin is a partner and a certified public accountant with Mauldin & Jenkins specializing in serving local and state governmental entities. His in-charge experience as a partner and client executive with the firm covers a variety of state and local governmental organizations in Alabama, Georgia, Iowa, Mississippi, South Carolina, and Wisconsin. **He spends 100% of his time serving local governments.**

Years of Professional Experience and Years with Firm

David has 22 years of experience in public accounting, all with Mauldin & Jenkins, serving a wide range of governmental clients.

List of Governmental Clients Served in the Last Three Years

David serves both large and small governmental units and is involved in serving over 100 such governmental entities. The following is a current summary of governmental clients served by David in the capacity of Engagement Partner or Quality Control Partner.

Cities:
Aiken, South Carolina
Barnesville, Georgia
Beaufort, South Carolina
Bluffton, South Carolina
Brunswick, Georgia
Centerville, Georgia
Chapin, South Carolina
Charleston, South Carolina
Clover, South Carolina
Conyers, Georgia
Covington, Georgia
Dubuque, Iowa
Flovilla, Georgia
Georgetown, South Carolina
Goose Creek, South Carolina
Griffin, Georgia
Grovetown, Georgia
Gulfport, Mississippi
Hanahan, South Carolina
Hinesville, Georgia
Hollywood, South Carolina
Jeffersonville, Georgia
Kiawah Island, South Carolina
Kingsland, Georgia
Loris, South Carolina
Lyons, Georgia
Meridian, Mississippi
Milledgeville, Georgia
Milner, Georgia
Morrow, Georgia
Mount Pleasant, South Carolina
Nashville, Georgia
North Charleston, South Carolina
Orangeburg, South Carolina
Peachtree City, Georgia
Pooler, Georgia
Port Wentworth, Georgia
Union City, Georgia
Rock Hill, South Carolina
Seabrook Island, South Carolina
Sharpsburg, Georgia
St. Marys, Georgia
Summerville, South Carolina
Turin, Georgia
Tuscaloosa, Alabama
Waycross, Georgia
Wausau, Wisconsin
West Des Moines, Iowa

Counties:
Augusta-Richmond County, Georgia
Bacon County, Georgia
Beaufort County, South Carolina
Berkeley County, South Carolina
Calhoun County, South Carolina
Chatham County, Georgia
Colleton County, South Carolina
Columbus Consolidated Government
Darlington County, South Carolina
Dorchester County, South Carolina
Edgefield County, South Carolina
Emanuel County, Georgia
Hampton County, South Carolina
Horry County, South Carolina
Irwin County, Georgia
Jeff Davis County, Georgia
Jones County, Georgia
Lancaster County, South Carolina
Laurens County, South Carolina
Lincoln County, Georgia
Long County, Georgia
Madison County, Iowa
Newton County, Georgia
Oconee County, South Carolina

Rockdale County, Georgia
Stephens County, Georgia
Tattnall County, Georgia
Toombs County, Georgia
Turner County, Georgia

Other Governmental Units:

Brunswick-Glynn Joint W&S Commission
Butts County, et al. Water & Sewer Authority
Catawba Water River Supply Project
Central Carolina Technical College
Central Midlands Regional Transit Authority
Charleston County Airport District
Charleston Water System
Dorchester County Board of DSN
Development Authority of Jeffersonville & Twiggs
Development Authority of Warner Robins
p Downtown Development Authority of Warner Robins
Griffin Spalding Land Bank
Greenwood Commissioners of Public Works
Greer Commissioners of Public Works
Housing Authority of Clayton County
Liberty Consolidated Planning Commission
Lowcountry Regional Transit Authority
Macon-Bibb County Transit Authority
Milledgeville-Baldwin County Development Authority
Mount Pleasant Waterworks
Newton County Industrial Development Authority
Newton County Water Authority
North Charleston District
North Charleston Sewer District
Peachtree City Convention & Visitors Bureau
Peachtree City Development Authority
Peachtree City Water and Sewer Authority
Pillars4Hope
Redevelopment Agency of Warner Robins
Seabrook Island Utility Commission
Santee Wateree Regional Transit Authority
Tri-County Technical College
Trident Technical College
Vidalia Onion Committee
Waccamaw Regional Transit Authority
Walterboro-Colleton County Airport Commission
Williamsburg Technical College

State Entities:

Georgia Building Authority
Georgia Ports Authority

Degree/Certifications and Audit Training

David graduated from Georgia College and State University with a MAcc and a B.B.A. in Accounting. David has obtained a significant amount of continuing professional education over the last three (3) years including:

- 2025 OCTANE Governmental Accounting Conference –Participant
- 2025 National GFOA Government Conference – Exhibitor and Participant
- 2025 M&J Quarterly CPEs
- 2025 M&J Annual Governmental Conference
- 2024 M&J Free Client CPE Classes – Accounting & Auditing Potpourri - Participant
- 2024 M&J Free Client CPE Classes - GASB Update, Federal Compliance Update & Internal Control over Disbursements and P-Cards – Participant
- 2024 M&J Annual Governmental Conference
- 2023 M&J Quarterly CPEs
- 2023 GGFOA – GASB 87 Implementation
- 2023 M&J Annual Governmental Conference

Professional and Civic Activities

David is a certified public accountant with a license to practice in Georgia and South Carolina. David is a member of the American Institute of Certified Public Accountants ("AICPA"), the Georgia Society of CPAs, the Government Finance Officers Association, the Georgia Government Finance Officers Association ("GGFOA"), and the South Carolina Association of Certified Public Accountants ("SCAPA").

David Irwin

Trey Scott, CPA
Quality Control Partner

Trey Scott is a partner and a certified public accountant with Mauldin & Jenkins specializing in serving local and state governmental entities. Trey's experience with the firm covers a variety of state and local governmental organizations in Texas, Mississippi, Alabama, Georgia, South Carolina and Florida.

Trey spends 100% of his time serving local governments emphasizing cities, counties, school districts, business-type entities, state government entities, and special purpose entities and authorities**.**

Years of Professional Experience and Years with Firm

Trey has seventeen (17) years of experience in public accounting, all with Mauldin & Jenkins serving a wide range of governmental clients. Trey has specific experience with client computer systems (most commonly Tyler Munis and BS&A, among others). He is also thoroughly versed in Federal and State grant programs and is a member of the firm's single audit quality control review team.

List of Audits Performed for Governments in the Last Three Years

Trey serves both large and small governmental units and is involved in serving over seventy (70) such governmental entities. The following is a current summary of governmental clients served by Trey in the capacity of engagement partner:

Cities:
Aiken, South Carolina
Bloomingdale
Bluffton, South Carolina
Brunswick
Cooper City, Florida
Covington
Conyers
Crystal River, Florida
Fayetteville
Griffin
Gulfport, Mississippi
Hallandale Beach, Florida
Hardeeville, South Carolina
Hinesville
Hilton Head Island, South Carolina
Hollywood, South Carolina
Kiawah Island, South Carolina
Kingsland
Morrow
North Charleston, South Carolina
Peachtree City
Pensacola, Florida
Savannah
St. Marys
Tuscaloosa, Alabama
Thunderbolt
Tybee Island
Village of Pinecrest, Florida
Union City

Counties:
Augusta-Richmond County
Beaufort County, South Carolina
Camden County
Colleton County, South Carolina
Chatham County
Charlton County
Dorchester County
Hampton County
Liberty County
Long County
Oconee County, South Carolina
Peach County
Pierce County
Rockdale County
Stephens County
Tattnall County
Toombs County

Other Governmental Units:
Beaufort Jasper Water and Sewer Authority
Broad Creek Public Service District
Brunswick-Glynn Joint Water and Sewer Commission
Camden County Public Service Authority
Central Midlands Regional Transit Authority
Charleston County Park and Recreation Commission
Chatham Area Transit Authority
Clayton County Water Authority

Hardee County, FL Industrial Development Authority
Henry County Water and Sewerage Authority
Hospital Authority of St. Marys
Lakeland Area Mass Transit District
Live Oak Public Libraries
Lowcountry Regional Transportation Authority
Mount Pleasant Waterworks
Newton County Water Authority
Ocean Highway and Port Authority
Polk Transit Authority
Peachtree City Convention & Visitors Bureau
Peachtree City Development Authority
Peachtree City Water and Sewer Authority
Port of Corpus Christi Authority of Nueces County Texas
South Island Public Service District
Toccoa-Stephens County Public Library
Tampa Bay Water

State Entities:
Georgia Building Authority
Georgia State Road and Tollway Authority
Georgia Ports Authority
Georgia Student Finance Authority
Port of Gulfport Mississippi
South Florida Regional Transportation Authority

Degree/Certifications and Audit Training

Trey graduated from Austin College, in Sherman Texas with a Bachelor of Arts degree, majoring in Business Administration. Trey also has a Master of Public Accounting degree from the University of West Georgia in Carrollton. He is in his 17th year of public accounting and auditing, with an emphasis on state and local governments.

Trey has instructed or participated in a significant amount of continuing professional education over the last three years including:

- 2025 M&J Governmental Conference – Participant
- 2025 Ethics Courses for Georgia, Florida and Texas – Participant
- 2025 Octane Conference – Various – Instructor and Participant
- 2025 M&J Client CPE – All things GASB – Participant
- 2025 North Florida FGFOA Quarterly CPE – FS report card and Presenting Info to NF people – Instructor
- 2024 M&J Governmental Conference – Various Participant/Instructor
- 2024 GFOA South Carolina Conference – Financial Statement Report Card – Instructor
- 2024 Octane Conference – Revenue Recognition - Instructor
- 2023 M&J Governmental Conference – Various Participant/Instructor
- 2023 GFOA South Carolina Conference – GASB Update – Instructor
- 2023 Ethics for CPAs in Florida
- 2023 Octane Conference – GASB Update – Instructor
- 2023 Carl Vinson Institute of Local Government ACFR class – Instructor
- 2023 M&J Quarterly Client CPE – Instructor

Professional and Civic Activities

Trey is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants, Florida Institute of Certified Public Accountants, Georgia Society of Certified Public Accountants, the Governmental Finance Officers Association, the Florida Government Finance Officers Association, the Government Finance Officers Association of Texas, and the Georgia Government Finance Officers Association.

Trey Scott

Grant Davis, CPA
Technical Support Partner

Grant Davis is a partner and a certified public accountant with Mauldin & Jenkins specializing in serving local and state governmental entities across the southeast. Grant spends the majority of his time serving state and local governments, and he works exclusively in these sectors of the Firm's audit practice. Grant moved to our Columbia office several years ago to the lead our team on the ground serving the governmental sector. He has a wide range of experience at the local and state levels. Grant is a member of the Firm's technology committee which oversees the Firm's technology strategy, governance, and risk management.

Years of Professional Experience and Years with Firm

Grant has over thirteen years of experience, with Mauldin & Jenkins, in public accounting serving a wide range of government clients.

List of Governmental Clients Served in the Last Three Years

Counties:
Aiken County, SC
Darlington County, SC
Edgefield County, SC
Fairfield County, SC
Florence County, SC
Greenville County, SC
Horry County, SC
Lancaster County, SC
Newberry County, SC
Oconee County, SC
Richland County, SC
Sumter County, SC

Cities:
Aiken, SC
Cayce, SC
Charleston, SC
Clemson, SC
Florence, SC
Fort Mill, SC
Fountain Inn, SC
Goose Creek, SC
Greenwood, SC
Johnsonville, SC
Kiawah Island, SC
North Augusta, SC
Orangeburg, SC
Rock Hill, SC
Seneca, SC
Chapin, SC
Clover, SC
Fort Mill, SC
Pamlico, SC
West Des Moines, IA

State Government Entities:
South Carolina Insurance Reserve Fund (IRF)
South Carolina Jobs-Economic Dev. Auth. (JEDA)
Aiken Technical College
Central Carolina Technical College
Denmark Technical College
Greenville Technical College
Northeastern Technical College
Tri-County Technical College
Trident Technical College
Williamsburg Technical College

Other Governmental Units:
Bull Swamp Rural Water Company
Catawba Water River Supply Project
Charleston County Airport District
Charleston Regional Resource Recovery Authority
Charleston Water System
Edgefield County Water & Sewer Authority
Friends and Foundation of the Richland Library
Grand Strand Water & Sewer Authority
Greenville Water System
Greenwood Commission of Public Works
Greer Commission of Public Works
Mount Pleasant Waterworks
Pee Dee Regional Transit Authority
Renewable Water Resources
Richland Library
Santee-Wateree Regional Transit Authority
Spartanburg Water System
Waccamaw Regional Transit Authority

Degree/Certifications and Audit Training

Grant graduated from Georgia Southern University with a Bachelor of Business Administration in Accounting, and a Master of Accountancy.

Grant has obtained a significant amount of continuing professional education over the last three years including:

- 2025 Mauldin & Jenkins Annual Governmental Industry Conference
- 2025 Octane Accounting Conference - **Instructor**
- 2024 Mauldin & Jenkins Annual Governmental Industry Conference - **Instructor**
- 2024 GFOASC Fall Conference
- 2024 Octane Accounting Conference - **Instructor**
- 2023 Mauldin & Jenkins Annual Governmental Industry Conference - **Instructor**
- 2023 GFOASC Fall Conference
- 2023 Spring Mauldin & Jenkins Quarterly CPE - **Instructor**
- 2022 GFOASC Fall Conference - **Instructor**
- 2022 GFOASC Spring Conference - **Instructor**
- 2022 Octane Accounting Conference - **Instructor**
- 2022 SCACPA Spring Splash – Spartanburg - **Instructor**

Professional and Civic Activities

Grant is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants (“AICPA)”, the Georgia Society of Certified Public Accountants (“GSCPA”), and the South Carolina Association of Certified Public Accountants (“SCACPA”).

Grant Davis

Other Leadership Resources

Adam Fraley, CPA
Partner in Charge of Governmental Practice
and Audit & Assurance Partner

Adam Fraley is a partner and a certified public accountant with Mauldin & Jenkins, LLC specializing in serving local and state governmental entities. He is the partner in charge for the Firm-wide governmental practice division of Mauldin & Jenkins (largest industry niche of the firm) and serves governmental clients throughout the Southeast. He is also the partner in charge of the Atlanta offices, as well as a member of the Firm's Executive Committee, which governs the actions and direction of the Firm.

Adam currently serves on the firm's Advisory Committee as well as the firm's Assurance Committee, which leads the establishment of audit policies of the firm and answering technical questions for the firm's governmental partner group as well as other partners. He is also the Firm's Designated Audit Quality Partner ("DAQP") for the AICPA's Government Audit Quality Center. He has served as Chairman on the Firm's Leadership and Career Development Committee, helping provide policy and procedural recommendations to establish and monitor a leadership, educational, and mentoring programs for the development of the Firm's human resources.

Adam has over twenty five (25) years of experience with the Firm serving a wide range of government clients. Adam serves both large and small governmental units and is involved in serving over eighty (80) such governmental entities. Adam obtained his CPA certificate in 1999. Adam is a licensed certified public accountant in the States of Georgia and Florida. He graduated from Georgia College & State University with a Bachelor of Business Administration in Accounting. He has been a featured speaker at various GGFOA Conferences and other GGFOA workshops, free quarterly CPE provided to our clients, and several internal and external conferences.

Adam coordinates the annual Mauldin & Jenkins Governmental Industry Training Conference each year, which provides advanced training to experienced governmental auditors and consultants of the Firm. In his role as Chairman of the Firm's Leadership & Career Development Committee (LCDC), he also participates in providing annual instruction at the Mauldin & Jenkins LEAP conference, which introduces younger people to the various practice areas of the firm, including the governmental practice.

Adam is a Certified Public Accountant and a member of the American Institute of Certified Public Accountants, Georgia Society of Certified Public Accountants, the Government Finance Officers Association, the Georgia Government Finance Officers Association, the Cobb County Chamber's Government Affairs Committee, and the Association of Government Accountants (AGA), which he has served as the Director of the AGA's Audit Committee.

Adam Fraley

Tim Lyons, CPA, CGMA
Audit & Assurance Partner

Tim Lyons is a partner with Mauldin & Jenkins and is a certified public accountant as well as a chartered global management accountant. His experience covers a variety of clients throughout the Southeast, working mainly in North Carolina, South Carolina, and Georgia.

Tim spends 100% of his time serving clients in the governmental industry, working with all types of entities ranging from large state agencies to local counties/cities/townships, school districts, and authorities. In a leadership capacity, Tim is the partner-in-charge of the Firm's Columbia and Raleigh Offices and is also a member of the Firm's Assurance Committee, overseeing the entire audit practice of Mauldin & Jenkins, focusing on the Firm's Governmental Assurance services. Tim has more than fifteen years of experience in public accounting – a year and a half with a firm based out of Charleston, South Carolina and over thirteen years with Mauldin & Jenkins serving a wide variety of clients in the public services industry.

Professional and Civic Activities

Tim is involved in a variety of organizations to both support the governmental industry and to promote the CPA profession overall. At the national level, he is a graduate of the AICPA's Leadership Academy, Class of 2012 and is a current member of the AICPA's State and Local Government Expert Panel. As a part of this fifteen member panel, Tim works on financial reporting, audit and attest matters relevant to audits of state and local government financial statements. The expert panel protects the public interest by bringing together knowledgeable parties in the state and local government industry to deliberate and come to agreement on key state and local government issues. It also plays a significant advocacy role through analysis and comment on exposure documents of the Governmental Accounting Standards Board and other proposals affecting state and local governments.

Also at the national level, Tim is a member of the Special Review Committee for the Government Finance Officers' Association ("GFOA"), reviewing Annual Comprehensive Financial Report submissions from all across the U.S. for governments seeking to obtain the Certificate of Achievement for Excellence in Financial Reporting.

At the state level, Tim is involved with the state GFOA organizations as a periodic presenter at the annual conferences as well as with the State CPA societies. Outside of the CPA profession, Tim is a member of the Board of Directors for Children's Trust of South Carolina whose Board is appointed by the Governor. Children's Trust is the only statewide organization whose mission is the prevention of child abuse, neglect and injury throughout South Carolina by forming partnerships with local governmental and nonprofit organizations including many counties, school districts, and other governmental agencies.

Tim Lyons

Hope Pendergrass, CPA
Audit & Assurance Partner

Hope Pendergrass is a partner and a certified public accountant with Mauldin & Jenkins. Her experience covers a variety of state and local governmental organizations, and non-profit organizations. Hope spends 100% of her time serving state and local governments. Hope is well respected for her knowledge of performing Single Audits relative to expenditures of Federal awards, and serves as the firm's lead compliance audit technical partner. Hope was recently appointed to the Executive Committee of the AICPA's Government Audit Quality Center (GAQC) where she collaborate with a team of individuals from firms across the United States on issues facing firms who perform governmental audits. Hope has 20 years of experience in public accounting and has spent all of that time serving both large and small governmental units. She is directly involved in serving approximately 85 such governmental entities. Hope obtained her CPA certificate in 2007.

Professional and Civic Activities

Hope is a member of the American Institute of Certified Public Accountants (AICPA), the Georgia Society of CPAs ("GSCPA"), the Government Finance Officers Association (GFOA), and is active in the Georgia GFOA. She also serves on GFOA's Special Review Committee and performs reviews of ACFRs as part of GFOA's Certificate of Achievement for Excellence in Financial Reporting program. Hope has been a featured speaker and instructor for various trade and professional organizations including the GGFOA, the AICPA, the GSCPA, and the University System of Georgia.

Hope also coordinates and instructs our quarterly continuing education events provided to our clients. Additionally, she coordinates and edits our e-newsletter, which are issued periodically on emerging topics of interest to state and local governmental entities throughout our governmental practice.

Hope enjoys community service work and has volunteered with various organizations in the middle Georgia area including United Way of Central Georgia, Distinguished Young Women of Monroe and Bibb Counties, Forest Hills United Methodist Church, and Wesleyan College.

Hope Pendergrass

Other Resources For Non-Audit Services (Advisory Services, Information Technology Services & Fraud Examinations)

David Roberts
Partner, Governmental Advisory Services

David Roberts has more than 22 years of experience as a consultant and trusted advisor providing operational/organizational assessments and similar transformational projects for federal, state, and local governments across the country. David's experience includes leading numerous enterprise-wide/departmental/functional assessments and transformations over his career measuring the efficiency and effectiveness of organizational structures and culture, performance management, technology systems and strategies, staffing models, service delivery models, and customer satisfaction. David helps his clients turn visions and goals into reality. He has helped multiple clients win national government industry awards for innovation, transformation, and cost savings.

David leads our Government Advisory practice, where he focuses on helping governments and individual agencies fulfill and exceed their financial, operational, and regulatory obligations to the public.

David has completed hundreds of projects over his career. Below are representative sample management consulting projects demonstrating David's depth and breadth completed within the past 12 months:

Operational and Performance Assessment – *Walton County, Georgia*
David led a multi-department Operational and Performance Assessment for Walton County. The scope included assessing organizational structure, operational efficiency, staffing levels and resource utilization, comparison to leading practices, and observations and recommendations to assist the County in achieving the desired future state. The final report included numerous observations with associated recommendations and a detailed Roadmap/Implementation Plan.

Outsourcing Feasibility Study – *City of Rocky Mount, North Carolina*
David led a feasibility study for the City of Rocky Mount to assess its current service delivery model for providing parks maintenance and landscaping services. City operations used of a hybrid model of both internal resources and third-party contractors to provide parks maintenance and landscaping. The project evaluated the pros and cons (both financial and non-financial) of 1) maintaining the hybrid model, 2) performing all services in-house, and 3) performing all services externally.

Finance Functional Assessment – *Richland County Library, South Carolina*
David led a functional assessment of the Library's finance department. The project consisted of understanding the current state – current service provision, performance, workflow, business processes, internal controls, organizational structure, reporting, and communications. The current state was compared to leading practices and gaps were identified. An implementation roadmap was created that aligned recommendations to leaderships' vision to help the organization achieve its desired future state.

Technology Utilization Assessment – Mt. Pleasant Waterworks, South Carolina

David led an objective evaluation of the organization's system usage and governance related to the existing financial system (Microsoft Dynamics) and the existing workorder management system (Maximo). The organization wanted to maximize the efficiency and effectiveness of both systems while maintaining internal controls and system of record. The project consisted of numerous interviews, data review, system mapping, and a collaborative workshop among stakeholders to define a future state.

Grant Compliance Audit – *Decide DeKalb, Georgia*

David led a Grant Compliance Assessment of various development projects for Decide DeKalb. The project reviewed the established grant and contractual criteria to be maintained by developers and compared with tenant information related to low income occupants. The project identified areas of compliance, non-compliance, and recommendations for remediation.

Forensic Audit – *Confidential City*
David led a forensic investigation into questionable cash management activity for a City Parks and Recreation department. The project reviewed bank account activity, cancelled checks, cash withdrawals, and purchased item documentation as well as conducted interviews with account cardholders to determine the collection, handling, and use of several hundred thousand dollars collected in fees, sponsorships, and contributions made to the City. Numerous observations and corresponding recommendations were developed to enhance internal controls, written policies, and procedures to correct conflicts of interest, mishandling of funds, and misappropriation of funds.

From management consulting and identifying new opportunities, to increasing stakeholder satisfaction and implementing transformational strategies, David and our government advisory team deliver insights and techniques that help government clients leverage public resources efficiently while achieving overarching goals. Our Government Advisory Practice brings to market a team that has direct experience as government employees, change agents, and transformation consultants to help tackle the industry's toughest issues.

David Roberts

Jameson Miller, CPA, CISA, CISSP, CCSFP, CHQP
Partner in Charge, Technology Services Office,
Cybersecurity Advisory Services

Jameson Miller is a partner and has been with Mauldin & Jenkins since graduation from the University of Tennessee at Chattanooga.

For over 15 years, Jameson has provided information technology consulting and attest services to public and private entities throughout the Southeast. Jameson's experience includes audits of general controls, application controls, and cybersecurity risk management programs.

Jameson has extensive experience with Sarbanes Oxley, SSAE18 System and Organization Controls ("SOC") Audits, National Automated Clearinghouse Association ("NACHA") Operating Rules and Guidelines, and Gramm-Leach-Bliley Act ("GLBA") compliance programs. His technical expertise includes performing vulnerability assessments and penetration testing of information systems using both technical and social engineering techniques. Further, Jameson:

- Maintains current and relevant information technology and financial accounting continuing professional education credits ("CPE");
- Holds the American Institute of Certified Public Accountants' ("AICPA") "Cybersecurity Advisory Services" and "Blockchain for Accounting and Finance" Certificates;
- Served as a Cybersecurity panelist and speaker at the 2020 Octane Conference and GGFOA's 2019 Annual Conference;
- Presented a firm sponsored 8 hours session entitled, "All Things IT – Are You Protected?"; and,
- Has spoken at other various conferences on topics, including:
    - Managing Cybersecurity Risk Through an Effective Vendor Management Program;
    - Technologies Transforming Accounting; and,
    - Data Analytics: Balancing the Good and the Ugly

Jameson is a member of the AICPA, the Tennessee Society of Certified Public Accountants, ISACA, and ISC2. Jameson is a licensed Certified Public Accountant with the State of Tennessee, a Certified Information Systems Auditor (CISA) through ISACA, a Certified Information Systems Security Professional (CISSP) through ISC2, a Certified Cybersecurity Framework Practitioner (CCSFP) and Certified HITRUST Quality Professional (CHQP) through the HITRUST Alliance.

Considering the fact that Jameson only provides non-traditional consulting-type services to governmental entities, and he does not (and will not) provide audit and accounting services under the guidance of the Yellow Book educational standards, no such continuing education is required or provided under this proposal to provide services.

Jameson Miller

Brandon R. Smith, CPA, CCSFP, CHQP
Partner, Advisory Services
Information Technology and Cybersecurity

Brandon Smith joined Mauldin & Jenkins in 2008 after studying Accounting and Information Systems at Georgia Southern University. He works with organizations throughout the Southeast to help deliver a blend of capacity building and advisory services.

His experience includes evaluating cybersecurity, internal control, and risk management policies and practices. He helps organizations review posture and identify prioritized, flexible, repeatable, performance-based, and cost-effective approaches to improve measures and controls.

Expertise includes NIST Cybersecurity Framework, HITRIST Common Security Framework, System and Organization Controls ("SOC") Reporting, COSO Internal Control-Integrated Framework, and Uniform Guidance. Services range from reviewing existing policies and practices and providing targeted recommendations in line with proven frameworks, to helping facilitate technical assessments.

Brandon serves on a national Alliance Innovation Committee that represents more than 80 firms nationally, he serves on the AICPA's Stakeholder Advisory Group for its Dynamic Audit Solution currently in development, and he is the chair of M&J's NExT Committee for Innovation. Brandon is enthusiastic about transformative technologies and the impact they have on our clients and our profession, including Data Analytics, Machine Learning, Artificial Intelligence, Robotic Process Automation, and Blockchain. Additional services provided by Brandon and his team include:

- Internal Controls Assessments
- IT/Cybersecurity Framework Assessments
- GLBA Compliance – Information Security
- Vulnerability Assessments
- Internal & External Penetration Testing
- Social Engineering Campaigns
- Cybersecurity Awareness Training

Brandon is a regular speaker for the Georgia Society of CPAs and he serves as a volunteer faculty member for Nonprofit University's certificate programs. He is a member of ISACA, AICPA, GSCPA, Georgia Planned Giving Council, Georgia Center for Nonprofits, Technology Association of Georgia, and HITRUST.

Brandon Smith

Lisa Huffman, CPA CIA, and CFE
Certified Fraud Examiner

Lisa Huffman is a senior manager with Mauldin & Jenkins with over 17 years of public accounting experience and 3 years in the private sector. Lisa received her Bachelor's degree in Accounting and her Master of Accountancy degree from Auburn University.

Since joining Mauldin & Jenkins in 2016, Lisa has worked primarily with clients in the non-profit industry. Her experience ranges from agreed-upon procedures, compilation & review engagements, and financial statement audits.

Lisa is a member of the American Institute of Certified Public Accountants, the Georgia Society of Certified Public Accountants, the Association of Certified Fraud Examiners, and the Institute of Internal Auditors.

Other Staff Auditors & Accountants

Prior experience with government audits is as important for the staff as it is for management. Experience in governmental accounting and auditing minimizes the amount of time the staff will require to fully understand the complexities of the operations and financial accounting and reporting systems. Prior experience also enables the staff to recognize problems early in the engagement. This, in turn, allows the desired early consideration and resolution of problems. All staff assigned to the City's engagement will have prior experience serving government clients and/or will have substantial government audit training. All staff assigned to the City will be on-site throughout the entire engagement.

We would like to stress the fact that the majority of our governmental staff work on state and local governments 100% of their time. This reduces the "learning curve" on most all audits by reducing the amount of "on-site training" that occurs at most national accounting firms. This is very evident in our proposed hours, which are typically much less than that of other firms. Our staff knows what is required and how to get the work done efficiently and effectively. Our staff members understand the laws and regulations specifically pertinent to governmental entities. We also normally have more high-level hours of service by our partners and managers (in the conduct of fieldwork) than other firms, thereby reducing redundancy and other audit engagement inequities. We bring our experience to the field where timely decisions can be made.

Diversity and Inclusion

At Mauldin & Jenkins, we believe the word inclusive should apply to everything we do. We strive to maintain a workplace where everyone's differences are celebrated and valued. We recognize that our ability to maintain a sustainable business model will depend largely on attracting, retaining and promoting individuals that share our common vision of success but do so with a multitude of different backgrounds, views and life experiences. We embrace this diversity and recognize it is critical to current and future generations that will operate our Firm and support our Profession. By specifically placing an emphasis on these initiatives, the Firm will intentionally work towards a workplace with a broader inclusion of talent that celebrates equal access and equal opportunities, thereby strengthening the impact on the communities we serve.

M&J's commitment to diversity and inclusion created a need and interest for a Committee that organizes and promotes various activities and themes around maintaining a safe, professional, and inclusive atmosphere for everyone in the firm. Our commitment primarily focuses on how staff and management can continue to provide equal opportunities and experiences to everyone inside and outside of our firm. The committee also uses the opportunity to help mentor our employees, as well as youth within the communities we serve. This allows everyone to evolve into exceptional professionals. Not only do participants attend diversity and inclusion related events on a local level, they also are able to apply for opportunities to participate and engage on a national level as well. The Committee meets quarterly and strives to host three to four events each year.

The Firm is also committed to providing opportunities to the next generation of accounting professionals. Annually, M&J provides scholarships to eligible accounting students that have a strong desire to work in one of our current markets. Additionally, the Firm has doubled its contribution and impact by providing additional scholarships specifically targeted to first-generation and minority student populations.

Affirmative Action

Mauldin & Jenkins is committed to the hiring of men and women and minorities representing any and all races, ethnic origins, religious affiliations, codes and creeds. Mauldin & Jenkins policy is to prohibit discrimination in all elements of its operations. We are proud of our reputation as an equal employment opportunity business. We have partners, as well as staff, in our Firm representing a wide variety and background.

Partner & Staff Continuity

We are committed to providing continuity of our engagement team members. We recognize that this is also an important factor for the Entity as it limits the amount of retraining that needs to be performed each year. **Our staff retention rates of approximately 85%** are considered to be among the best in the profession (and much better than national firms). We are able to not only provide consistency with the partners and managers on our engagement teams, but seniors and staff as well.

Retention > 85%

This indicates that we retain 85% of our staff for a minimum of five years.

It is also our goal to minimize disruptions to your management personnel by staffing the engagement so as to provide continuity, both during and between audits. It is the Firm's policy not to rotate key audit staff, consultants or specialists off a multi-year contracted audit engagement. Consequently, it is not anticipated that any key audit personnel will be rotated away from this annual audit. In any business, however, turnover is inevitable. When this happens, we will provide resumes of suggested replacements and any changes in key personnel would always be discussed timely with officials to their satisfaction.

Continuing Education of Partners and Staff

All members (i.e., partners) and staff of Mauldin & Jenkins receive substantial continuing education in audit and accounting – typically over 100 hours of such study per year. As soon as a staff person becomes a key ingredient to any type of niche service such as governmental audit, accounting and consulting, specific continuing education is sought. A good example includes sending our staff with over one year of governmental audit experience to various GFOA and AICPA training for audit, accounting and financial reporting courses.

All staff associated with the annual audit of the City will exceed all the continuing professional education requirements contained in the Yellow Book throughout the term of the agreement.

Planned Use of Outside Specialists

At this time, we do not plan on the use of any outside specialist. All work to be conducted will be performed by Mauldin & Jenkins partners and staff. Of course, certain staff has certain specialties, and they will be called on as needed. We do plan on using the results of reports provided to the City from their specialists. This would include, when applicable, the following types of specialists:

- Actuaries
- Engineers
- Healthcare providers
- Third-party administrators
- Retirement plan administrators
- Fixed asset valuation professionals
- Bond underwriters and counsel
- Consulting attorneys & outside counsel

Specific Audit Approach

Proposed Segmentation of Audit Engagement and Level of Staff Assigned

Our professionals, who are knowledgeable with respect to audit requirements for governmental entities, will be assigned based on their expertise with respect to each segment. Our audit is enhanced by our utilization of advanced technology tools. With those tools we continue to evolve and modernize our audit process. Our audit procedures, related documentation and quality review will be segregated by each segment as follows based on our review of the City's prior financial statements, budgets, request for proposal, and other information available:

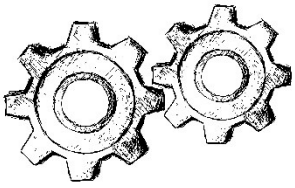
The below time frames are estimates based on our understandings with the City as to its desires. We at Mauldin & Jenkins would be flexible in the timing of certain events as requested by the City. As noted in the table below, we want to work with City personnel in an effective manner. We intend to do a great deal of planning and tailoring of our approach from our initial visits. We do not want our clients to feel that they have to reinvent the wheel every time we ask for something. However, to make this process cost the City as little as possible (both in dollars and their individual time), it is important to start only when ready and avoid auditing a moving target. The following table attempts to depict the timing and key elements of the planned audit process for the June 30, 2026 audit:

Timing of Audit Process & Procedures							
Segments	June	July	Aug	Sept	Oct	Nov	Dec
Segment I - Planning and Interim Procedures							
Ongoing consultation on major issues & developments throughout the year, and greater discussions as year end approaches (such as new GASB standards).							
Meet management to discuss audit risks and scopes.							
Engagement team planning meetings and performance of interim audit procedures.							
Gain understanding of significant processes & key controls.							
Perform testing of key controls with goal of reducing substantive audit testing.							
Detemine nature, timing and extent of substantive tests to be performed.							
Finalize audit plan based on results to-date.							
Segment II - Final Audit Fieldwork Procedures							
Perform substantive tests (detail testing of respective general ledger/trial balance accounts, and final analytical procedures & key ratios & relationship of financial data).							
Conduct a final evaluation of risk assessments.							
Conduct of progress meetings with management as needed and as often as desired.							
Preparation and delivery of draft annual financial report, findings, management letter comments, and any other deliverables.							
Meeting with management to discuss draft deliverables and final completion and presentation time frames.							
Segment III - Review, Completion & Delivery Procedures							
Upon management's review, delivery of financial report, internal control reports, and management letter to management.							
Presentation of audit deliverables to the governing board.							

Segment I - Planning and Interim Procedures:

- Meet with the prior auditor to review prior year workpapers and obtain appropriate prior year information;
- Obtain a signed engagement letter for the financial and compliance audit;
- Prior to our planning visit, creation of an "Interim Procedures PBC" listing in Suralink, our request list management software (more information about Suralink in the section immediately following).
- Meet with City management to discuss the scope of the audit, timing of our work, and preparation of client schedules, and to address any concerns;
- Review previously issued and interim financial reports, comment letters, monitoring reports, and other supporting workpapers;
- Familiarize ourselves with the organizational structure of the City;
- Read minutes of City meetings;
- Review the City's current year budget, as adopted and revised;
- Review debt agreements, and other various documentation;
- Gain an understanding of the City's accounting policies and procedures, including the financial and other management information systems utilized by the City;
- Obtain an in-depth knowledge of the EDP equipment, software and systems in use;
- Obtain interim financial data from the general ledger for establishing the appropriate coding in M&J's trial balance software.
- Utilize interim data to perform analytical reviews to determine critical areas and assess risks;
- Perform a preliminary evaluation of the internal control structure at the account and assertion level;
- Design and perform applicable tests of controls related to the financial statements and internal accounts;
- Make fraud inquiries and assessing the risks of material misstatement;
- Obtain a list of cash, investment, receivables, debt, and selected revenue accounts for confirmation purposes, as applicable;
- Determine audit strategies for balance sheet and operating statement accounts based on audit risk;
- Obtain a preliminary schedule of expenditures of Federal awards to initiate planning and internal control testing for the Single Audit;
- Prepare year-end audit programs;
- Meet with appropriate City personnel to discuss the results of our preliminary audit work; and,
- Finalize the "Final Fieldwork PBC Listing" and upload to Suralink.

Segment II - Final Audit Fieldwork Procedures:



- Utilize Ai program on final general ledger data and scan transaction for unusual transactions, data, or analytical relationships;
- Use data scanned above in various substantive analytical reviews of account balances (such as reasonableness tests, trend analysis, and predictive tests) to reduce other substantive tests of details;
- Test the valuation, restrictions and cut-offs of cash and investment balances, as applicable;
- Test receivable cut-offs and balances, including an analysis of subsequent receipts;

- Test cut-off and valuation of inventory;
- Review and testing supporting documentation for the allowance for doubtful accounts, any material prepaid items and other assets;
- Vouch capital asset additions and deletions, analyzing charges for appropriate accounting and testing depreciation;
- Test accounts payable cut-offs and balances, including an analysis of subsequent disbursements;
- Test accrued payroll, compensated absences, claims payable, and other accrued liability cut-offs and balances;
- Review actuarial methodologies, assumption, and census data and determine the appropriateness and accounting of the pension and OPEB liabilities;
- Test debt balances and debt covenant compliance;
- Test compliance with applicable laws and regulations;
- Test the classification of net position (unrestricted, restricted and net investment in capital assets) and fund balance (nonspendable, restricted, committed, assigned, unassigned);
- Perform analytical procedures and substantive testing of revenues and expenditures/expenses;
- Obtain and auditing the final schedule of expenditures of Federal awards;
- Complete compliance tests for the major programs selected for testing as required by the Uniform Guidance, as applicable;
- Review the PBC listings in Suralink for any outstanding items and hold and end of fieldwork exit conference with management.

Segment III - Review, Completion & Delivery Procedures:

- Review workpapers to ensure quality and thoroughness of audit procedures;
- Summarize the results of audit procedures;
- Obtain attorney letters;
- Evaluate commitments, contingencies and subsequent events;
- Propose audit adjustments;
- Summarize and evaluating passed audit adjustments;
- Evaluate compliance exceptions;
- Review draft financial statements and related note disclosures;
- Perform financial condition assessment procedures;
- Prepare drafts of audit reports and management letter;
- Deliver drafts of audit reports and letters to appropriate client officials;
- Finalize all reports and management letter;
- Obtain signed representation letter and the City's approval of the final financial statements;
- Draft the Data Collection Form and obtaining the City's approval;
- Prepare and provide the City a final PDF document of the audited financial statements;
- Hold final exit conferences and presentations with appropriate City officials.

Based on our previous experience auditing entities similar in size to the City, we have also prepared a schedule, including level of staff and number of hours to be assigned, to each proposed segment of the engagement, which is representative of the expected 2026 audit in the following tabular presentation:

Segmented Hours by Staff Level					
Segments	**Engagement Team Members by Level**				
	Partner	**Manager**	**Senior**	**Staff**	**Total**
Segment I - Planning and Interim Procedures	10	20	10	10	50
Segment II - Final Audit Fieldwork Procedures	90	150	160	190	590
Segment III - Review, Completion & Delivery Procedures	50	50	40	20	160
Total Engagement	**150**	**220**	**210**	**220**	**800**

Mauldin & Jenkins believes that we are uniquely qualified to perform the audit of the City. In a time in which very significant changes continue to be implemented in the City's financial reporting model, it is imperative for the City's auditors to understand the City's financial reporting environment and processes and utilize advances technology and tools in performing your audit. The team proposed to serve you is made up of individuals who have significant experience in auditing local governments of various sizes.

Our audit of the financial statements will be conducted in accordance with auditing standards generally accepted in the United States of America and will conform to the standards as set forth in the following:

- "Generally Accepted Auditing Standards" developed by the American Institute of Certified Public Accountants ("AICPA")
- "*Government Auditing Standards*" issued by the Comptroller General of the United States
- "Audits of State and Local Government Units" prepared by the State and Local Government Committee and published by the AICPA

Our audit will include advanced methodologies and technology, tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances, which include, but are not limited to, those procedures necessary to test compliance and to disclose non-compliance with specified laws, regulations, and contracts.

We will develop audit programs tailored to the City which incorporate the requirements set forth above. We anticipate that these procedures will enable us to express our professional opinion that the financial statements of the City present fairly, in all material respects, the financial position and results of operations of the various opinion units in conformity with accounting principles generally accepted in the United States of America. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities exist which might prohibit us from expressing an unqualified opinion or if any other circumstances are encountered that require extended services, we will promptly advise the City. No extended services will be performed unless they are authorized in contractual agreement or in an amendment to the agreement.

Upon notification of obtaining the audit contract with the City, we would determine with City management a more detailed timetable for the audit process, and a detailed audit plan leading up to a list of all schedules to be prepared by the City. Adequate supervision and lead time will be provided by the auditor with respect to assistance needed by the City staff.

Assistance Requested from City Staff

The audit is an annual process that we know the City prepares for each year. However, we also know that the regular, on-going operations and day-to-day requirements do not stop just because the annual audit is occurring. The assistance that will be requested from City staff will be clearly communicated by Mauldin & Jenkins during the preliminary / interim procedures to allow for maximum lead time so that our requests can be met with as little disruption to the City's operations as possible.

Our expectation for assistance from City staff includes the following: preparation of cash, investment, debt, and other audit confirmations; provision of access to the City's system or response to requests to provide reports, reconciliations, queries, etc.; preparation of certain elements of the Annual Comprehensive Financial Report (transmittal letter, organization chart, etc.); and availability via telephone, video conference, and in-person to respond to various questions and inquiries.

High Percentage of Partner & Manager Involvement

Partner and manager involvement varies with different firms. At Mauldin & Jenkins, we believe it is important for our partners and managers to be highly involved in the audit process, including fieldwork. This is a value-added concept most firms do not employ. That being said, we believe it is important to note that our proposal includes the following:

- Substantial Partner Hours as Compared to Total Hours.
- Substantial Manager Hours as Compared to Total Hours.
- Approximately 46% of all anticipated hours of service are partner and manager hours which means **our partners and managers are heavily involved during the audit process**, and not just the front end and back end of the audits.

Our Request List Management Software – Suralink

For all of our governmental audit engagements, we use Suralink. Suralink is the leader in PBC request list management software, helping all of our audit teams stay on track throughout the engagement and improving the overall client experience.

Prior to our visit to the City's offices for interim/planning work, we will create an account for the City. We can add as many people to the City's account as requested – and even have the ability to limit which people can see which items in the portal for security of sensitive information.

All requests for the audit will run through Suralink which our audit team members will update throughout fieldwork. Our periodic audit status meetings will start with a review of the Suralink portal and a general discussion of the progress to date. Suralink will provide a summary status that looks similar to the diagram below, and will also include details of the specific items for each category.

Request Summary

- Outstanding - 50%
- Fulfilled - 13%
- Returned - 0%
- Accepted - 37%

Total Requests	
Accepted: 33	Returned: 0
Outstanding: 43	Fulfilled: 12

By using Suralink, we will (1) eliminate inefficient and unsecured email exchange of audit information; (2) ensure that all members of the Mauldin & Jenkins team as well as the City's team remain on the same page throughout the conduct of the audit; and (3) encourage the efficient assignment of audit tasks on both the audit team and client team for the engagement.

Use of Artificial Intelligence

Mauldin & Jenkins leverages advanced audit technology, including data analytics and artificial intelligence (AI)-enabled tools, to enhance audit quality, efficiency, and risk identification.

AI is utilized to assist in areas such as:

- Analyzing large volumes of transactional data
- Identifying anomalies or unusual patterns
- Enhancing risk assessment procedures
- Supporting document review and classification
- Streamlining audit documentation processes

Importantly, AI does not replace professional judgment. All audit conclusions, risk assessments, and opinions are determined by experienced audit professionals in accordance with Generally Accepted Auditing Standards and *Government Auditing Standards*.

Our use of AI is governed by strict data security protocols, confidentiality requirements, and internal quality control procedures to ensure compliance with professional and ethical standards.

Technology enhances our audit process — it does not substitute for our expertise.

Sampling Techniques and the Extent to Which Statistical Sampling Will be Used in the Engagement

As discussed above, our approach is evolving to utilize Ai tools to scan entire populations and is fast eliminating the need for sampling. In some situations, sampling will still be necessary or required. When we utilize audit sampling, we do so as provided in U.S. Auditing Standards AU-C Section 530, Audit Sampling. We would plan to utilize audit sampling whenever a decision is made to apply a specific audit procedure to a representative sample of items within the account balance or class of transactions with the objective being reaching a conclusion about the entire balance or class.

We anticipate using audit sampling on the following types of audit tests:

- Substantive tests of details of balance sheet account balances
- Substantive tests of details of transactions
- Tests of controls
- Tests of compliance with laws and regulations

Our use of audit sampling will be based on the guidance in AU-C Section 530 and the AICPA Audit and Accounting Guide - Audit Sampling.

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures can be applied to almost every financial statement amount and are often less costly to apply than tests of details. It is, therefore, an efficient audit strategy to employ analytical procedures to the maximum extent possible, and vary the required extent of substantive tests of details inversely with the degree of assurance already obtained.

The elements of analytical procedures we plan to consider are as follows:

- Identify the factors on which a given accounting result should depend;
- Determine the approximate relationship between the accounting result and those underlying factors;
- Predict what the current results should be if that relationship continued;
- Compare the actual current result to the prediction;
- Investigate and corroborate significant variances between the actual result and the prediction;
- Reach a conclusion as to the reasonableness of the reported result.

Types of analytical procedures employed will include:

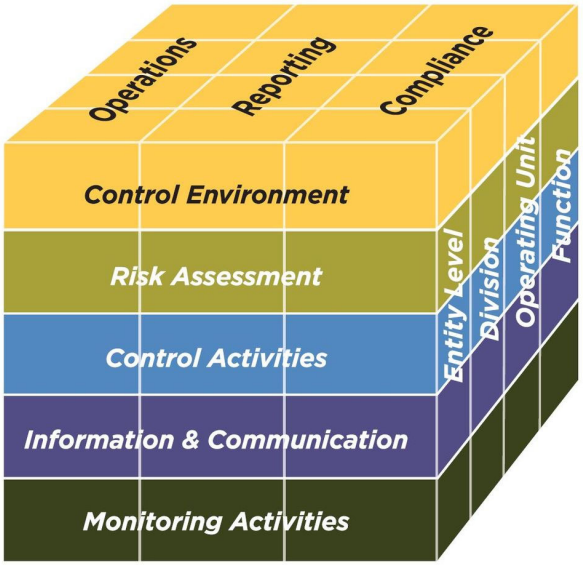
- Reviewing changes from prior years for reasonableness.
- Scanning accounts for items larger or smaller than expected when compared to budgets or forecasts.
- Reviewing and comparing logical relationships between years (e.g., payroll taxes and benefits to wages, etc.). Comparisons between years can be made more effective when logical relationships between elements of the financial statements that would be expected

to conform to the predictable pattern are used to develop trends. This is primarily accomplished through the use of ratios.

- Analyzing and comparing nonfinancial information, such as number of taxable properties, geographical area, number of employees, etc.

All analytical procedures performed as substantive tests are documented on each applicable audit program.

Approach to be Taken to Gain and Document an Understanding of the City's Internal Control



For purposes of an audit of the financial statements and statutory, regulatory and contractual compliance, the City's control structure consists of the following five elements as they relate to the City's ability to conduct operations and use resources in accordance with management's authorization and consistent with laws, regulations, contracts and policies, and to record, process, summarize, and report financial data consistent with assertions embodied in the financial statements: the control environment; risk assessment, control activities, information and communication processes/systems, and monitoring.

The internal control structure and its policies and procedures are an important source of information about the types and risks of potential material misstatements that could occur in the financial statements and violations of statutory, regulatory and contractual requirements. This information is essential for effective audit planning and in designing effective and efficient audit tests.

In our understanding of the City's internal control structure, we will obtain knowledge about:

- How internal control structure policies, procedures and records are designed;
- Whether internal control structure policies, procedures and records have been placed in operation, i.e., whether the City is using them;
- Whether internal control structure policies, procedures and records are designed effectively, i.e., whether they are likely to prevent or detect material misstatements or compliance violations on a timely basis;
- Whether internal control structure policies, procedures and records are operating effectively.

Auditing standards generally accepted in the United States of America require the auditor to document our understandings of the internal control structure elements. The form and extent of documentation is flexible. Generally, the more complex an entity's internal control structure and the more extensive the procedures performed to obtain the understanding, the more extensive our documentation should be. In addition to memos, we plan to use specific designed forms and questionnaires to document our understanding of the internal control structure. Recent changes in auditing standards, known as the risk assessment standards, denote that the auditor is not required to test internal control so as to rely on

them to reduce other test work, but do not allow for only inquiry procedures related to internal control. We are required, and will perform, other procedures, such as walkthroughs and observation, related to controls over significant financial statement and audit assertions.

Approach to be Taken in Determining Laws and Regulations to be Subject of Audit Test Work

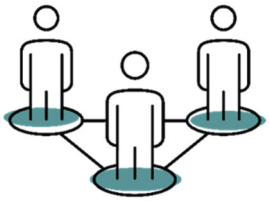
Our approach to be taken to determine the laws and regulations that will be subject to audit test work will include procedures designed to identify requirements found in legal or legislative data, administrative regulations, and documents associated with grant and contract arrangements. The following procedures and policies will be applied depending on the nature and materiality of the laws and regulations:

- During the planning phase, the type of audit to be performed, as it relates to compliance matters, will be communicated to all personnel assigned to the engagement.
- Obtain a list of all federal award programs from which the client received and expended funds and identify, using the prescribed risk-based approach, the major programs required to be audited. If a program-specific audit is required, identify the award program to be audited.
- Identify applicable state and local statutory and regulatory requirements and contractual requirements.
- Plan and document the audit procedures to be performed relative to material state and local statutory and regulatory requirements and contractual requirements.
- Perform and document federal, state, and local statutory, regulatory and contractual compliance audit procedures as deemed to be applicable and appropriate during the planning stage of the engagement.
- Make specific inquiries of management concerning the following matters:
  - The City's compliance with laws and regulations.
  - The City's policies relative to the prevention of statutory, regulatory and contractual violations.
  - The use of directives issued by the City and periodic representations obtained by the City from officials and other management personnel at appropriate levels of authority concerning compliance with laws and regulations.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

Applicable auditing standards state that, in testing for compliance with laws and regulations, the number, selection, and testing of transactions is based on the auditor's professional judgment. None of the guidelines, primarily AU-C Section 250, explain whether this requirement to select a representative number for testing compliance means that audit sampling is necessary.

The two possible approaches to audit sampling are nonstatistical and statistical. AU-C Section 530 *Audit Sampling* indicates that both of these approaches are capable of producing sufficient evidential matter, if properly applied. The types of procedures that are applied are not determined by the sampling approach used. Either approach may be used to apply whatever tests of details deemed necessary in the circumstances. The importance of professional judgment cannot be overemphasized as it applies to the evaluation of the adequacy of evidential matter generated by the sampling approach. Regardless of the sampling approach selected, we will properly plan, perform, and evaluate the results of the sample.



Professional judgment must be used to relate the sample results to other evidential matter when we form a conclusion about compliance with laws and regulations. It should be noted, however, that not all tests of compliance or controls are transaction related. If we decide to use audit sampling, attention is focused on which sampling approach (statistical or non-statistical) to use. Substantial information is given in the AICPA Sampling Guide and several college and professional books on the use of various statistical sampling approaches.

The basic requirements that relate to all compliance related samples, statistical and nonstatistical, are as follows:

- **Planning.** We will relate the population to the objective of the audit test; i.e., defining the population and sampling unit.
- **Selection.** We will select items that can be expected to be representative of the population.
- **Evaluation.** We will project sample results to the population and consider sampling risk.

In a compliance sampling application, the population is defined as all items that constitute the account balance or class of transactions, or the portion of the balance or class, being tested (i.e., all expenditures of the City above a certain threshold required to be bid). The population for a substantive sample usually is the account balance or class of transactions excluding those items selected for testing because of individual significance. The term individually significant item encompasses two types of items:

- Individually significant dollar items
- Unusual items (that is, items that have audit significance by their nature)

Due to the nature of tests of controls or compliance, we ordinarily are not concerned with identifying individually significant items when tests of controls or compliance are performed using audit sampling. Sampling results can be projected only to the population from which the sample is drawn. The use of the wrong population for a sampling application could mean that conclusions based on the sample are invalid for our purpose.

The sampling units are the individual items that are subjected to tests and that represent the components of the population. It is important to properly identify the sampling unit before the sample is selected to produce an efficient and effective sampling application. Examples of sampling units would be individual capital disbursements, etc. The determination of the specific sampling unit is influenced by the following considerations:

- The sampling unit should produce an efficient sampling plan.
- The sampling plan must be effective to accomplish its objectives.

- The nature of the audit procedures can determine the sampling unit to be used. AU-C Section 530 requires a "representative sample". There are several commonly used methods of selecting samples that meet the criteria of representativeness stipulated by AU-C Section 530. The following are some of those methods: random (can be statistical or nonstatistical), systematic (can be statistical or nonstatistical), or haphazard (nonstatistical).

We will evaluate whether the sample selected seems representative of the population to be tested. If the sample does not seem representative, we would reselect. For all items in the population to have a chance to be selected, we will determine that the sample population actually includes all the items (e.g., capital disbursements, etc.) comprising the balance. There are many ways to determine the completeness of a sample population, including:

- If the sample is selected from a trial balance, we can foot the trial balance and reconcile the total to the account balance.
- If the items are numerically sequenced, we can scan the accounting records to account for the numerical sequence of items in the population and select the sample from that sequence.

The two sampling forms presented both include a step that allows the auditor to document how the completeness of the sample population was considered. Whenever practical, we will consider using random selection (with a random number table or microcomputer-generated numbers) or systematic selection. Haphazard selection may be used when the population is not numbered or when other circumstances make use of a random-based method impractical. Using one of these random-based methods does not make the sampling application statistical.

The evaluation of sample results has two aspects. We will need to project the noncompliance. Also, we will need to consider the sampling risk. In a statistical sample, sampling risk must still be considered and restricted to a relatively low level but cannot be objectively measured. This is the primary conceptual distinction between statistical and non-statistical sampling. In the two non-statistical sampling approaches presented in this section, sampling risk is assessed by considering whether the rate or amount of exceptions identified in the sample exceed the expected rate or amount of exceptions used in designing the sample.

Methodology to be Used in Performing the "Risk Based" Approach in Determining Major Federal Programs

The Uniform Guidance of 2 CFR 200 (the "Uniform Guidance"), which replaced OMB Circular A-133 in implementing the audit requirements of the Single Audit Act, states that the auditor should use a risk-based approach to determine which federal programs are major programs. The Uniform Guidance also places the responsibility for identifying major programs on the auditor, and provides criteria for the auditor to use in applying a risk-based approach. In evaluating risk, we will utilize the prescribed approach which considers, among other things:

- The current and prior audit experience with the City
- Oversight by the federal agencies and pass-through entities, and
- Changes in personnel or systems.

We will utilize the Uniform Guidance to apply the risk-based approach as illustrated in the following steps:

- We will obtain the City's schedule of expenditures of federal awards identifying each program/cluster.
- We will identify the programs/clusters with expenditures that meet the dollar threshold for Type A.
- We will perform risk assessment of the Type A programs/clusters to determine if any are low-risk programs and if they are not low-risk, they will be identified as major programs under the risk based approach.
- For programs/clusters with expenditures that do not meet the dollar threshold for Type A, they will be identified as Type B programs and evaluated as to whether each Type B has expenditures that meet the dollar threshold for risk assessment and whether the Type B is considered a high-risk program.
- The total dollar amount of major programs determined in steps 3 and 4 above will be compared to the total federal expenditures to ensure the appropriate coverage is obtained. The major program expenditures must be at least 20% of total federal expenditures if the City is deemed a low-risk auditee and at least 40% if the City is not considered low-risk.

The standards allow for the risk criteria described above to be waived in the first year after a change in auditors. Exercising the waiver would result in all Type A programs/clusters being audited as major programs. We would consider this option and compare the major program determination using this method to that of the risk based approach in performing the Single Audit of the City for the first year a Single Audit is required.

Remote Audit Approach Available as Needed

Governmental organizations are choosing remote audits with increasing frequency, and Mauldin & Jenkins is very effective in working from a remote environment. It will be the City preference whether to conduct the audit remotely, but should you desire this service delivery option, Mauldin & Jenkins is trained to conduct remote audits while maintaining all professional standards.

Remote audit engagements offer significant advantages over those that follow a more traditional format: faster results, less disruption, and reduced stress for governmental finance personnel. Current technology allows our clients and their audit teams to stay in regular communication, securely share information, and collaborate effectively. Our staff professionals have grown accustomed to being provided read-only access to client systems to run reports, view purchase orders, invoices, reconciliations, etc. As a result, work that used to require extended on-site time can be performed anywhere, easing the burden on the audit process for both the auditor and auditee.

Though audits can still require some on-site time, reconfiguring the City audit engagement to maximize efficiency and to take advantage of technological tools can dramatically reduce the amount of time spent on-site. While the remote audit can generate far less disruption for the organization undergoing the audit, it does not necessarily reduce client contact very much – or even at all. As we leverage the technological tools at our disposal (Suralink, Zoom, LeapFile, Google Hangouts, etc.) we maintain consistent contact with our clients throughout the process and find that in many ways, communication

between our teams and clients are as good, if not better, in the remote working environment than during traditional onsite engagements.

A successful audit experience requires careful planning, timely preparation and strong communication, regardless of where the work takes place. That is especially true for a remote engagement, so preparing for this type of audit sometimes helps organizations identify ways to improve their internal data management strategies – a welcome bonus! We are proud of the strong governmental practice we've built and it's upon that foundation that we can leverage these technological tools to conduct remote audits as the environment demands or the client chooses.

Identification of Anticipated Potential Audit Problems

Single Audits

Single audits can be quite cumbersome - especially during a time when new programs are being created and new funding streams are available from the Federal government. Since 2020, we have seen a significant amount of new Federal funding made available via the Coronavirus Aid, Relief, and Economic Security Act ("CARES"), the Omnibus Appropriations and Coronavirus Relief Package, the American Rescue Plan Act, and most recently, the Infrastructure Investment and Jobs Act.

Obtaining the needed information from a compliance and financial perspective can be difficult for the auditor and auditee. We anticipate similar difficulties in performing the audit of the City if a single audit is required. However, we do believe that with proper planning and communication by all sides, and with the assistance of City personnel, all potential problems should be easily overcome.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (**the Uniform Guidance**), entails more than 100 pages of regulations in applying for, managing, and auditing federal grants and cooperative agreements. The Uniform Guidance includes many complex requirements for you as the auditee to adhere to – including those related to procurement (which seemingly continue to evolve), sub recipient monitoring, and indirect costs. We have a very good understanding of both the auditor and grant recipient requirements of the Uniform Guidance, and are available to assist you in adhering to the provisions thereof.

Additionally, we are active members of the AICPA's Government Audit Quality Center (GAQC) which continues to provide significant updates and guidance to the funding created by the Federal government in response to the COVID-19 pandemic. As members of the GAQC, we have direct access to the information as soon as it is made available and can be a valued resource to the Entity as a recipient of any of this new funding.

Other Potential Problems

In addressing any issue, communication and timely resolution are critical. Mauldin & Jenkins prides itself in developing professional relationships and rapport with clients which facilitate open and honest communication. Mauldin & Jenkins' stance would be based on reporting meaningful information to the financial statement users, but understanding that the financial statements are the City's representations. To do less would compromise our independent status.

We use the following approach to seek a mutually agreeable resolution of accounting & reporting issues.

Step 1 Define and understand the issue through discussion with the City's management and verified audit information.
Step 2 Make an initial assessment of the impact of alternative accounting treatments.
Step 3 If the impact has significant potential, gather research which may include the following: obtain the City's research and rationale for their position; gather additional details; draw on common practices within other similar sized governments; utilize recognized Firm experts.
Step 4 Discuss with City staff the Firm's preferred position and rationale.
Step 5 Resolve the issue.

Additional Information of Value Added Services

Upcoming GASB Statements

As has been the case for the past 10 years, GASB has issued several other new pronouncements which will be effective in future years. The following is a brief summary of the new standards for which we will utilize our continuing education trainings and governmental newsletters. Additionally, we regularly assist our clients with understanding and implementing these new standards. The standards which have been or will be implemented in the near future:

Statement No. 102, *Certain Risk Disclosures*
Statement No. 103, *Financial Reporting Model Improvements*
Statement No. 104, *Disclosure of Certain Capital Assets*
Statement No. 105, *Subsequent Events*

As noted by the numerous pronouncements issued by GASB over the past decade, the GASB continues to research various projects of interest to governmental units. Subjects of note include:

Revenue and Expense Recognition
Going Concern Uncertainty and Severe Financial Stress
Classification and Disclosure of Capital Assets

Free Continuing Education for Governmental Clients

We provide free quarterly continuing education for all of our governmental clients. Each quarter, we pick a couple of significant topics tailored to be of interest to governmental entities, and offer the sessions several times per quarter virtually and at a variety of client provided locations resulting in greater networking among our governmental clients. We normally see approximately 100-200 people per quarter. We obtain the input and services of experienced outside speakers along with our in-house professionals.

"I've been a CPA for 32 years. Today's CPE class by Mauldin & Jenkins has been the best of my career". Terry Nall, CPA, City of Dunwoody (GA) Council Member

"They are always on top of new accounting pronouncements and provide training well before implementation deadlines. This is a very valuable resource for our organization". Laurie Puckett, CPA, CPFO, Gwinnett County (GA), Accounting Director

Examples of subjects addressed in past quarters include:

- Accounting for Debt Issuances
- Achieving Excellence in Financial Reporting
- Best Budgeting Practices, Policies and Processes
- Budget Preparation
- Capital Asset Accounting Processes and Controls
- Coaching and Mentoring
- Closing Out and Audit Preparation
- Collateralization of Deposits and Investments
- Component Units
- Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
- Cybersecurity Risk Management
- Detecting Fraud in Revenues and Expenditures
- Evaluating Financial and Non-Financial Health of a Local Government
- Financial Report Card – Where Does Your Government Stand?
- Financial Reporting Model Improvements
- GASB No. 74 & 75, New OPEB Standards
- GASB No. 77, Tax Abatement Disclosures
- GASB No. 84, Fiduciary Activities
- GASB No. 87, Leases
- GASB No. 96, SBITAs
- GASB No. 100, Accounting and Error Corrections
- GASB No. 101, Compensated Absences
- GASB No. 102, Certain Risk Disclosures
- GASB Projects & Updates (ongoing and several sessions)
- Grants (Accounting and Auditing)
- Human Capital Management
- Information Technology (IT) Risk Management

GASB
Governmental Accounting Standards Board

- Internal Controls Over Accounts Payable, Payroll and Cash Disbursements
- Internal Controls Over Receivables & the Revenue Cycle
- Legal Considerations for Debt Issuances & Disclosure Requirements
- Navigating IRS Communications with Success
- Policies and Procedures Manuals
- Presenting Financial Information to Non-Financial People
- Procurement Card Red Flags
- Risk, Efficiency, & Effectiveness in Governments
- Single Audits for Auditees
- SPLOST Accounting, Reporting & Compliance
- Uniform Grant Guidance

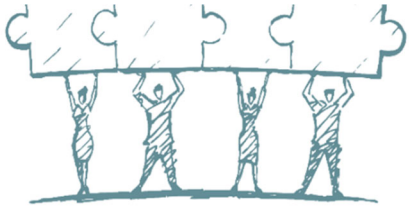
Governmental Newsletters

We produce quarterly newsletters tailored to meet the needs of governments. We also provide additional timely newsletters and announcements as necessary on any emerging topics to ensure governments stay informed of current developments in the government finance environment. The newsletters are authored by Mauldin & Jenkins governmental industry specialists and have addressed a variety of subjects. In the past several years, the following topics have been addressed in our newsletters:

- Are Your Government's Funds Secure?
- COVID-19 Updates (several)
- Cybersecurity Awareness
- Changes to FEMA's Disaster Recovery Grant Program
- Deposit Collateralization
- Employee vs Independent Contractor
- Escheat Laws on Unclaimed Property
- Federal Funding and Accountability Transparency Act
- Financial Data Transparency Act
- Forensic Audit or Financial Audit?
- Form PT 440
- GASB No. 72, Fair Value, It is Not Totally About Disclosure
- GASB No.'s 74 & 75, Other Post-Employment Benefits (OPEB)
- GASB No. 77, Abatements – Go Viral with GASB 77
- GASB No. 84 Fiduciary Activities (Series)
- GASB No. 87, Leases
- GASB No. 89, Accounting for Interest Cost Incurred Before the End of Construction
- GASB No. 91, Conduit Debt Obligations
- GASB No. 93, Replacement of Interbank Offered Rates
- GASB No. 100, Accounting Changes and Error Corrections
- General Data Protection Regulation (GDPR)
- GFOA announces new COA Submission Requirement
- Grants Management

> ***You are the best auditors I have ever worked with over my career. It is a big difference having a group that is dedicated to governmental accounting.***
>
> ***Wesley Ropp, Charleston Water System, Chief Financial Officer***

- IRS Imposing ACA Penalties – Including to Governmental Entities
- OMB Compliance Supplements
- OPEB, What You Need to Know
- Public Funds and Secure Deposit Program
- Rotating or Not Rotating Auditors
- Property Tax Assessments
- Remote Auditing Best Practices
- Refunding Debt
- Sales & Use Taxes on Retail Sales of Jet Fuel
- Sales Tax Collections and Remittances by the State
- SAS Clarity Standards and Group Audits
- Single Audit, including Uniform Guidance (several)
- Social Security Administration (SSA) Incentive Payments
- Special Purpose Local Option Sales Taxes (SPLOST) Expenditures
- Subrecipient Risk Assessment Tool
- Supplemental Social Security for Inmates
- The New Tax Cuts and Jobs Act – Impact on Bond Refunding
- Uniform Guidance & New Procurement Requirements
- What's Happening with Property Tax Assessments



Presentation of Audit Results to Governing Bodies

Mauldin & Jenkins views the presentation of audit results to the governing body as an important component of the audit process — not a procedural formality.

Our objective is to ensure that Council or Board members clearly understand:

- The scope and purpose of the audit
- The meaning of the audit opinion
- Significant financial trends and highlights
- Required communications under professional standards
- Any internal control or compliance matters
- The distinction between management responsibility and auditor responsibility

We present audit results in plain, practical language designed for policymakers, not accountants. Complex accounting topics — such as fund balance classifications, pension and OPEB reporting, enterprise fund sustainability, or new GASB standards — are explained clearly and concisely.

Governance-Focused Communication

Our presentations are structured to support effective governance. We:

- Highlight key financial indicators and trends
- Provide context for significant changes from prior years
- Explain areas of risk or emerging considerations
- Answer questions directly and objectively
- Maintain independence while remaining accessible

We recognize that elected officials may not have accounting backgrounds. Our role is to translate financial reporting into meaningful information that supports oversight and informed decision-making.

Accessibility and Availability

The engagement partner is available to attend governing body meetings, audit committee sessions, or special workshops as requested. We encourage open dialogue and welcome questions before, during, and after the formal presentation.

We believe an effective audit presentation enhances transparency, strengthens public trust, and reinforces accountability.

Former Mauldin & Jenkins Partner Joel Black, GASB Chairman

Mauldin & Jenkins' long-standing commitment to the governmental sector is reflected in the appointment of Joel Black, former Partner-in-Charge of the Firm's audit practice, as Chairman of the Governmental Accounting Standards Board (GASB). Appointed by the Financial Accounting Foundation in 2020, Mr. Black continues to serve as Chairman, leading the development and improvement of accounting and financial reporting standards for state and local governments nationwide.

His selection for this position reflects the caliber of leadership and technical expertise developed within Mauldin & Jenkins' governmental practice and reinforces the Firm's deep and sustained involvement in governmental accounting matters.

Closing

We appreciate the opportunity to serve the City of Springfield, Missouri. We believe Mauldin & Jenkins is the "right" Firm for the City. Our experience and knowledge in the governmental sector of accounting is vast and ever improving. We would be very pleased to share our experience and understanding of governmental accounting and operations for the benefit of the City.

We would greatly appreciate your recommendation for your audit, accounting, and financial reporting needs. Should you or anyone at the City have any questions with regards to this proposal or about Mauldin & Jenkins, please feel free to contact us.

Appendix A

Request for Proposal Forms

CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES

Denise Neuleib, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: April 20, 2026
Buyer's Email: dneuleib@springfieldmo.gov@springfieldmo.gov
Telephone Number: 417-864-1624

REQUEST FOR PROPOSAL #052-2026

TITLE-SIGNATURE PAGE

The City of Springfield will accept electronically submitted proposals through its' e-bidding service provider, Euna OpenBids (formerly DemandStar), from qualified persons or firms interested in providing the following:

AUDITING SERVICES

PROPOSALS MUST BE UPLOADED INTO THE EUNA OPENBIDS (FORMERLY DEMANDSTAR) E-BIDDING SYSTEM PRIOR TO 3:00 P.M. (CT) ON WEDNESDAY, MAY 20, 2026. Proposals will be opened by the Buyer listed above. Proposals will be read aloud publicly at the specified solicitation opening date and time via teleconference. ***To participate, dial (605) 313-5650, then enter access code 651222.***

- Proposals shall be submitted on the forms provided and may be manually, electronically, or digitally signed by the individual authorized to legally bind the company. **Offeror must complete, execute, and submit all Pages identified with "RETURN THIS PAGE" of this RFP document to be deemed responsive and considered for award. Failure to do so may render your proposal non-responsive.**
- Proposals received after the opening date and time shall not be considered.
- The attached Terms and Conditions shall become part of any contract resulting from this request for proposal.
- **The cutoff for any questions pertaining to this RFP is May 1, 2026 at 12:00 P.M. (CT). Any questions shall be submitted in writing to the buyer identified above.**
- ***HAND DELIVERED, FAXED, OR EMAILED PROPOSALS WILL NOT BE ACCEPTED.***

The undersigned certifies that they have the authority to bind the Offeror in a contract to supply the service or commodity in accordance with all terms and conditions contained herein. Please type or print the information below.

Offerors are REQUIRED to complete, sign, and return this form with their submittal.

NOTE: ***All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.***

Company Name: Mauldin & Jenkins	Authorized Person (Print): David Irwin
1770 St. James Place, Suite 250 (Address)	(Signature)
Houston, Texas 77056 (City/State/Zip)	Partner (Title)
800-277-0050 (Telephone #) 713-963-9052 (Fax #)	May 20, 2026 (Date) 58-0692043 (Tax ID #)
dirwin@mjcpa.com (Email Address)	FL001710024 (State of Missouri Charter Number or Exemption Number)

Revised: BC: 02/04/2026
Reviewed by Law: 03/06/2024

11.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:

Effective January 1, 2009, and pursuant to the State of Missouri's RSMo. 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMo. 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMo. 285.530 pertains to all solicitations for services over $5,000. RSMo. 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMo. 285.530 applies if the services portion of the solicitation is over $5,000.

The required documentation must be from the federal work authorization program provider. e.g., the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Service Provider reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate a FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law.

All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF SPRINGFIELD, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo.
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF $5,000.00)

County of Harris)
) ss.
State of Texas)

My name is David Irwin. I am an authorized agent of Mauldin & Jenkins ("Offeror"). Offeror is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Springfield, Missouri. The Offeror does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

The Offeror shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-offeror/subcontractor that knowingly employs or contracts with an illegal alien.

Affiant

David Irwin
Printed Name

Subscribed and sworn to before me this 18th day of May, 20 26.

Notary Public

SEAL

MELISSA VITALE
Notary Public - State of Georgia
Bibb County
My Commission Expires Jun 21, 2027

Company ID Number: 105410

Approved by:

Employer Mauldin and Jenkins CPA LLC	
Name (Please Type or Print) June Paschal	Title
Signature Electronically Signed	Date 03/06/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/06/2008

Company ID Number: 105410

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Mauldin and Jenkins CPA LLC
Company Facility Address	200 Galleria Parkway Suite 1700 Atlanta, GA 30339
Company Alternate Address	
County or Parish	COBB
Employer Identification Number	580692043
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	11 site(s)

FORM NO. 1: PROVIDER PROFILE

Provide concise information in the following format:

1. Provider Profile:

a. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: **Mauldin & Jenkins**
1770 St. James Place, Suite 250
Houston, Texas 77056

b. Provider/Firm is: **X** National ___ Regional ___ Local
Size of Firm: **750 employees**
Size of Firm's governmental audit staff: **175**

c. Year Provider/Firm Established: **1918**
Years of Experience providing RFP identified services/project for municipalities: **50**
Years of Experience providing Auditing Services: **75**

d. Licensed to do business in the State of Missouri: **X** Yes ___ No

e. Principal contact information: Name, title, telephone number and email address: **David Irwin, Partner**
800-277-0050
dirwin@mjcpa.com

f. Address of office to perform work, if different from Item No. 1:

g. For the assigned practice office, please list the number of staff by discipline (financial audit, information technology, tax consulting, etc.) that your Firm/Joint Venture will commit to the City's project or the services to be provided: **Financial Audit: 8**
Information Technology:3 **Tax Consulting: 1**

h. For the assigned practice office, please list the number of staff by category (partner, manager, etc.) that your Firm/Joint Venture will commit to the City's project or the services to be provided:
2 Partners, 1 Manager, 1 Supervisor, 4 Staff

i. For the assigned practice office, please list the number of staff with governmental audit or consulting experience that your Firm/Joint Venture will commit to the City's project or the services to be provided:
175 staff firm wide have governmental experience.

j. For the assigned practice office, please describe your current audit base by industry, size, etc.:
The governmental practice represents approximately 60% of the firm's total attestation practice.

k. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
N/A

l. Has this Joint Venture previously worked together? ___ Yes ___ No **N/A**

2. Independence

a. The firm shall provide an affirmative statement that it is independent of the City of Springfield, Missouri and its component units, as defined by generally accepted auditing standards and *Government Auditing Standards*, as issued by the Comptroller General of the United States. **Please see page 4 of our proposal**

b. The firm shall list and describe the firm's professional relationships involving the City or any of its agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. **Please see page 4 of our proposal**

c. The firm shall give the City written notice of any professional relationships entered into during the period of this agreement which could have the appearance of a conflict of interest. **Please see page 4 of our proposal.**

3. Licensed to Practice in the State of Missouri

a. An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Missouri. **Please see page 4 of our proposal.**

4. Firm Qualifications and Experience **Please see pages 5 through 25 of our proposal for items below.**

a. The firm shall submit a copy of the report and any letter of comments on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

b. The firm shall provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.

c. Describe all pending or settled litigation during the past five (5) years involving the assigned practice office.

d. Describe any disciplinary actions involving the assigned practice office.

e. Describe the professional liability and errors and omissions insurance coverage maintained by the Firm including the amounts of maximum coverage and deductibles or retentions.

5. Partner, Supervisory and Staff Qualifications and Experience **Please see pages 26-42 of our proposal for items below.**

a. The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, other supervisors and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Missouri. The firm also shall provide information on the government auditing experience of each person identified including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

b. The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured.

c. Describe any other practice office experience which is deemed to be relevant to completion of the proposed engagement.

d. If it becomes necessary to change engagement partners, managers, seniors, specialists, and other audit personnel during the contract term, the City will retain the right to approve or reject replacements.

FORM NO. 2: KEY OUTSIDE CONSULTANTS
Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1
Name & Address **N/A**

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #2
Name & Address **N/A**

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

SUB-CONSULTANT #3
Name & Address **N/A**

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No
Year Firm Established:
Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 4: PERSONNEL QUALIFICATIONS

Provide a brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

a. Name and Title: **Please see pages 27 - 40 of our proposal for items below.**

b. Project Assignment:

c. Name of Service Provider/Firm with which associated:

d. Years of Experience:
With this Service Provider/Firm ___ other Service Provider/Firms ___

e. Education: Degree(s)/Year/Specialization:

f. Current Licenses and Organizations:

g. Other Experience & Qualifications relevant to the proposed project:

Revised: 02/04/2026
Reviewed by Law: 03/06/2024

RETURN THIS PAGE

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to: **Please see pages 43-56 of our proposal for items below.**

- Project schedule and detailed approach are reasonable/responsive to the City's needs.
- Roles of all involved parties clearly identified.
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere.
- Proposed communication process.

Provide concise information in the following format:

I. <u>Specific Audit Approach</u>

A. The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Part I, Section 2.0 Scope of Services, of this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the City's budget, Annual Comprehensive Financial Report and related materials, organizational charts, and financial and other management information systems.

B. Offerors shall provide the following information on their audit approach:

1. Proposed segmentation of the engagement.

2. Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement.

3. A description of the extent to which statistical sampling techniques are to be used in the engagement.

4. Type and extent of analytical procedures to be used in the engagement.

5. Approach to be taken to gain and document an understanding of the City's internal control structure.

6. Approach to be taken in determining laws and regulations that will be subject to audit test work.

7. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. An explanation of the firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them.

9. An explanation of the firm's procedures for editing the audit reports and financial statements, how changes are made, and the communication with client personnel during the editing process.

10. An explanation of your firm's procedures for technical review of audit reports prior to issuance. This discussion shall identify key personnel involved in the technical review, their qualifications and whether they are independent of personnel assigned to the audit engagement.

11. Identify the firm's general approach regarding subsequent years' audit engagements, should the City exercise this option.

12. Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

II. Identification of Anticipated Potential Audit Problems **Please see pages 56 and 57 of our proposal for items below.**

A. The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

III. Other Information **Please see pages 57-61 of our proposal for items below.**

A. Staff Education and Development: The proposal shall identify the firm's policies and practices regarding staff education and development.

B. Staff Turnover: Describe the proposed practice office's history of staff turnover at all staff levels during the past three (3) years.

C. Rotation Policy: Describe the firm's policy regarding rotation of seniors, managers and/or partners, if such a policy exists.

D. Policy Regarding Use of Minority Firms: Describe the firm's policy, if such a policy exists, regarding the use of minority firms in completion of the engagement.

FORM NO.7 AFFIDAVIT OF COMPLIANCE - This form must be executed and submitted with proposal.

To be submitted with the Service Provider's proposal.

__X__ We DO NOT take exception to the RFP Documents/Requirements.

_____ We TAKE exception to the RFP Documents/Requirements as follows:

Specific exceptions are as follows: _____

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms, and conditions of this RFP unless otherwise stipulated herein.

Company Name: **Mauldin & Jenkins**

Telephone Number: **800-277-0050**

By: _____

(Authorized Person's Signature)

Fax Number: **713-963-8008**

David Irwin

(Print or type name and title of Signer)

Email: **dirwin@mjcpa.com**

1770 St. James Place, Suite 250

(Company Street/P.O. Box Address)

Federal Tax ID No.: **58-0692043**

Houston, Texas 77056

(City, State, Zip Code)

Date: **May 20, 2026**

DBE Vendor (Yes/No): **No**

Minority Owned: ____

Women Owned: ____

Veteran Owned: ____

Revised: 02/04/2026
Reviewed by Law: 03/06/2024

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FORM NO. 8 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST:

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

Zero conflicts to declare:

1. **X** No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

2. **X** No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

Potential conflicts to declare:

3. ____ A City Council member, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

4. ____ A City employee, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

5. ____ A City board/commission member, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Name: _____

Vendor Certification:

I certify the information above is true and accurate.

By: ____ _____

Print Name: **David Irwin**

Title: **Partner**

Company: **Mauldin & Jenkins**

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

Revised: 02/04/2026
Reviewed by Law: 03/06/2024

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FORM NO. 9 CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET. SEQ.

Effective August 28, 2020

(Does not apply to contracts totaling less than $100,000.00, or fewer than 10 employees.)

I am **David Irwin** (name), and am the **Partner** (title) of **Mauldin & Jenkins** (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

[initial one]

X. I hereby certify that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in 34.600 RSMo., et. seq.

or:

_____. The business employs less than 10 employees.

Mauldin & Jenkins

Company Name (List Official Name of Business Entity)

Signature

David Irwin

Print Name

Partner

Title

Revised: 02/04/2026
Reviewed by Law: 03/06/2024

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FORM NO. 10 CERTIFICATION OF SIGNATURE AUTHORITY

The contract must be signed by a registered agent of your company listed on the Secretary of State website. This form shall be provided prior to the issuance of a contract if someone other than a registered agent will be signing on behalf of the company.

I **David Irwin** (print name), am the **Partner** (title) of **Mauldin & Jenkins** (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness;

I hereby certify that **David Irwin** (print name), **Partner** (title) has the authority to sign contracts on behalf of the company and to legally bind the company in the execution of said contract documents. **DI**. [initial]

Mauldin & Jenkins

(List Official Name of Business Entity)

Signature

David Irwin

Print Name

Partner

Title

Appendix B

Addendum #1

ADDENDUM #1

CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES

REQUEST FOR PROPOSAL (RFP) #052-2026

FOR: AUDITING SERVICES

Denise Neuleib, Buyer
Email: dneuleib@springfieldmo.gov
Phone: 417-864-1624

Date Issued: May 8, 2026
DUE DATE REMAINS: WEDNESDAY, MAY 20, 2026 BY 3:00 P.M.

The original **Request for Proposal #052-2026** for **Auditing Services** documents shall remain in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer, C = Clarification and S = Statement

Clarification:

S1. **The union-negotiated benefit AUP is no longer needed and has been removed from the scope of services for Request for Proposal #052-2026 for Auditing Services.**

C1. **Clarification to Presentation Schedule: Part I, section 5.0 TIMELINE, paragraph 5.2.6 Presentations on page 11 of 50 of the Request for Proposal has been updated as follows:**

5.2.6 **Presentations:** The pension audit and deliverables should be presented to the Springfield Police Officers' and Fire Fighters' Retirement System Board of Trustees on November 12, 2026. For the financial statement audit, the auditor shall make two separate presentations of the deliverables – one in December 2026 and one in January 2027. **All financial statement deliverables are required to be provided to the Director and Assistant Director of Finance no later than December 21, 2026.**

5.2.6.1 The first presentation will be made to the City Managers and Director and Assistant Director of Finance.

5.2.6.2 The second presentation will be made to the City Council. The presentation to the City Council will be made in January 2027, pending the available meeting schedule of City Council. All reports should be completed and available for the presentation to the City Council. The most recent presentations have included a peer benchmarking report prepared in conjunction with City staff to provide greater context and comparison to the information presented to City Council.

General Questions

Q1. **Would it be possible to obtain copies of the previous year's Agreed-Upon-Procedures reports?**

A1. *Please see **EXHIBIT 1** for the 2025 agreed-upon-procedures documentation related to the Local Government Financial Test.*

The union-negotiated benefit AUP is no longer needed and has been removed from the scope of the Request for Proposal.

Q2. **Expected FY 2026 federal programs and major program mix:** The RFP states proposals should assume a minimum of three major programs and notes more than $67.1 million in federal awards for FY 2025. Does the City have an idea of what the major programs will be for 2026 and if so can these be provided?

A2. *We have not prepared a preliminary SEFA to identify potential major programs for FY 2026.*

Q3. **Pricing for additional major programs:** The RFP requires a per-unit cost for each additional major program audited, but Form 6A does not appear to provide a specific line for additional major programs. Please clarify where offerors should include the per-unit cost for each additional major program and whether that amount should be included in the Total All-Inclusive Maximum Price.

A3. *The amount for additional major programs should not be included in the Total All-Inclusive Maximum Price as that is an unknown variable from year-to-year. An additional line has been added to the cost form. Please see **REVISED FORM NO. 6A: "FEE SCHEDULE" AND TOTAL COST**.*

Q4. **Clarification of scope included in "financial statement audit":** The RFP states FY 2025 audit fees totaled $155,800 for the financial statement audit, single audit, and passenger facility charge audit, while Form 6A separately lists the City financial statement audit but does not separately price the Single Audit or Passenger Facility Charge audit. Should offerors include the Single Audit and Passenger Facility Charge audit within the "Financial Statements: City of Springfield" subtotal, or should those services be separately identified elsewhere?

A4. *The cost for the financial statement audit should include the single audit and passenger facility charge audit.*

Q5. **AUP scope — Local Government Financial Test:** Please provide the most recent agreed-upon procedures report or expected procedures for the State of Missouri Department of Natural Resources Local Government Financial Test, including expected timing, responsible City contacts, and anticipated number of procedures or schedules.

A5. *Please see **EXHIBIT 1** for the 2025 agreed-upon-procedures documentation related to the Local Government Financial Test.*

The AUP is a new requirement implemented by the State of Missouri in 2025. We do not have an established timing for the AUP yet.

The Local Government Financial Test is prepared by the Assistant Director of Environmental Services, Superintendent of Solid Waste, and the Assistant Director of Finance & Comptroller.

Q6. **AUP scope — union-negotiated benefit:** Please provide the expected scope, procedures, criteria, and deliverable requirements for the union negotiated benefit AUP, including the applicable agreement or benefit calculation, timing, and anticipated level of testing.

A6. *This item is no longer relevant and has been removed from the scope of services for Request for Proposal #052-2026 for Auditing Services.*

Q7. **Timing of AUP deliverables:** The RFP states the timing of the two AUP deliverables will be determined at the start of each contract year. For pricing and staffing purposes, can the City provide the expected or historical timing of each AUP engagement?

A7. *The Local Government Financial Test was first performed in 2025. We do not yet have timing established for it. We anticipate it being anytime between August and December.*

The AUP for the union-negotiated benefit is no longer relevant and has been removed from the scope of services for Request for Proposal #052-2026 for Auditing Services.

Audit Scope / Deliverables Questions

Q8. **Passenger Facility Charge audit:** Please provide the most recently completed PFC audit deliverables.
A8. *Please see **EXHIBIT 2**.*

Pension audit scoping:

Q9. Please provide the most recent audited pension financial statements and governance letter.
A9. *Please see **EXHIBIT 3**.*

Q10. Also, has the auditor historically confirmed investments with both the record keeper and the individual money managers?
A10. *The auditor does confirm the investments with the money manager and the record keeper.*

Q11. How many-money managers are there?
A11. *There are currently 12 money managers and the custodian, UMB.*

Q12. Is there a formal presentation to the board for this audit and if so historically when does this presentation occur?
A12. *There is a formal presentation to the Board. This takes place at the November meeting on the 2nd Thursday of the month. It is currently scheduled for November 12, 2026. See 5.2.6 of the Request for Proposal on page 11 of 50.*

Component units and related entities:

Q13. Do the blended component units all get accounted for in the City's GL software and do they have the same control environment as the rest of the City? If not, please explain the accounting and control environment?
A13. *Yes.*

Q14. Are there any other stand-alone audited financials included in the scope of this RFP expected besides the stand-alone audited f/s of the pension system.
A14. *No.*

Q15. **Major and Nonmajor Funds:** Are there any anticipated changes to or within the reporting entity including changes within major funds as defined by GASB 100 expected during the contract period? If yes, please describe the expected changes, including funds affected and whether any new funds are expected to be established.
A15. *The Public Safety Pension Sales Tax fund will no longer meet the quantitative criteria to be presented as a major fund; however, the City may elect to continue to report it as a major fund for qualitative reasons. A final decision has not yet been made.*

The Coronavirus Fiscal Recovery fund tracks our $40 million ARPA spend. It will continue to be reported as a major fund for qualitative reasons until fiscal year 2027 when all monies have been expended.

No new funds are planned at this time.

Q16. **ACFR:** Does the City's management team prepare the ACFR? If yes, please describe the extent of management's involvement in drafting the ACFR, including which sections are prepared internally versus those expected to be prepared by the auditor (e.g. government-wide full accrual conversion, fund statements, footnotes, required supplementary information, formatting, printing, etc.) and what software the ACFR is prepared within.
A16. *Please see section 3.2.1 of the Request for Proposal on page 9 of 50. The City's finance department prepares all sections of the ACFR.*

City staff shall prepare all sections of the Annual Comprehensive Financial Report, including the Introductory Section, Financial Section (excluding the Independent Auditor's Report), Required Supplementary Information, and Statistical Section. The auditor has traditionally assisted City staff with combining the Word and Excel files into one document for the Annual Comprehensive Financial Report. The auditor's process for this step should be fully explained in the proposal.

The City does not currently utilize ACFR software. Our report is maintained in Excel and Word. The auditors assist with combining and formatting the files. The auditor traditionally provides printed deliverables.

Q17. **Centralized vs. Decentralized:** Are all city departments, including enterprise funds accounting functions centralized or decentralized? If decentralized, please describe the controls that do not have shared services and are performed by the standalone departments.

A17. *Some departments within the City have their own financial staff; however, the central finance department is the primary contact for the audit process. Staff from other departments are consulted as needed for specific audit areas or questions. Payroll and accounts payable functions are centralized. All City departments are subject to the same financial control policies and procedures.*

Q18. **Capital Asset Reporting:** Does the City track capital assets in a capital asset module or excel?

A18. *Capital assets are recorded in the ERP system asset module.*

The City utilizes Excel spreadsheets to track CIP projects prior to capitalizing them in the ERP system module.

Scheduling / Logistics Questions

Q19. **Hybrid fieldwork expectations:** The RFP notes recent hybrid fieldwork with auditors being onsite only when necessary. Please clarify the City's preferred or required onsite presence for interim and final fieldwork, including whether any procedures must be performed onsite.

A19. *We request the interim and final fieldwork be performed in the most efficient and effective manner. Many of our records are available electronically; however, there are some records that are hardcopy only. We expect hardcopy records to be reviewed onsite as opposed to having staff scan multiple documents otherwise readily available.*

We worked successfully with our previous auditor utilizing a hybrid arrangement; however, the basic understanding of our processes, records, and personnel had already been established in prior years of the engagement.

The first one or two years with a new firm or team may likely require more time onsite.

Q20. **ERP transition:** The RFP states the City is beginning the process of identifying needs and options for its next ERP system. Is any ERP conversion, implementation, data migration, or significant system change expected during the FY 2026 audit period or potential renewal years?

A20. *No significant ERP system changes are expected during FY 2026 or FY 2027. Potential changes may occur in later renewal years.*

Proposal Format / Responsiveness Questions

Q21. **Form 3 date range inconsistency:** Form No. 3 requests clients "anytime between 2017 and 2020," but also asks for work during the past five years. Please clarify the intended time period for references and experience.

A21. *The original dates listed are in error. It should read "anytime between 2021 and 2025". Please see* ***REVISED FORM NO. 3: LIST OF REFERENCES AND EXPERIENCE*** *attached.*

Q22. **Maximum number of references:** Form No. 3 says to list no more than ten total projects. Does the City prefer that offerors provide separate examples for municipalities, Single Audits, and pension audits, or may the same client/project be used to satisfy multiple categories?

A22. *The same client/project may be used to satisfy multiple categories. Please specify the category of work performed for each client/project.*

Q23. **Page limits:** The RFP limits the letter of transmittal to four pages. Are there page limits for Form 5 Project Approach Narrative, resumes, references, appendices, peer review report, insurance information, or additional attachments?

A23. *No, there are no page limits for Form 5 Project Approach Narrative, resumes, references, appendices, peer review report, insurance information, or additional attachments.*

Q24. **Use of attachments:** May offerors attach supplemental narratives, resumes, reference sheets, and fee explanations behind the City-provided forms, provided the forms themselves are completed?

Q24. *Yes, additional pages may be attached in sequence if more space is required.*

Q25. **Required forms with proposal vs. prior to contract:** Section 13.1 lists items required with the proposal, while the Table of Contents includes Form No. 10 and E-Verify MOU as items that may be submitted prior to issuance of a contract. Please confirm which forms and documents are mandatory at proposal submission versus only required after notice of award.

A25. *Per the RFP, Part III, paragraph 13.0 COMPLIANCE, subparagraph 13.1 lists the forms that shall be provided with proposal submittal and subparagraph 13.2 lists the forms that shall be provided prior to the issuance of a contract. Please see* ***REVISED ENCLOSURE III, TABLE OF CONTENTS FOR SUBMITTAL*** *attached.*

Q26. **Form No. 11 Statement of No Proposal:** The Table of Contents includes Form No. 11, but the form states it should be returned only if declining to propose. Should offerors submitting a proposal omit Form No. 11, include it marked "Not Applicable," or include it unsigned?

A26. *If Offeror is submitting a proposal, Form No. 11 does not need to be submitted. Form No. 11 will be removed from the Table of Contents. Please see* ***REVISED ENCLOSURE III, TABLE OF CONTENTS FOR SUBMITTAL*** *attached.*

Q27. **Additional agreements / engagement letter:** The RFP permits additional agreements/contracts as attachments. May offerors include their standard audit engagement letter and required professional terms, subject to City review, without the proposal being deemed nonresponsive?

A27. *Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on FORM NO. 7 AFFIDAVIT OF COMPLIANCE.*

Per the RFP, Part II, Standard Instructions to Offerors and Conditions of Request for Proposal, paragraph 16.0 RFP FORMS AND EXCEPTIONS: "Unless otherwise specified, Offerors must use the Request for Proposal forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. ***Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).*** *All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the City's procurement regulations. If no exceptions are noted, Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation, you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted or may render your proposal non-responsive."*

Q28. **Exceptions:** If an offeror includes professional-standard engagement terms or clarifications but does not intend to take exception to the RFP, should those terms be listed on Form No. 7 as exceptions, or included as an additional agreement/contract attachment?

A28. *See the answer to A27 above. Additional agreements, professional-standard engagement terms or clarifications shall be listed as exceptions on FORM NO. 7 AFFIDAVIT OF COMPLIANCE.*

ACKNOWLEDGEMENT

Each Offeror shall acknowledge receipt of this **Addendum #1** of **Request for Proposal #052-2026** titled **Auditing Services** with his/her signature affixed hereto; and shall submit this Addendum and any attachments provided herein with their original RFP submittal.

CERTIFICATION BY BIDDER:

SIGNATURE: _____

TITLE: Partner

COMPANY: Mauldin & Jenkins

DATE: May 20, 2026

REVISED ENCLOSURE III
TABLE OF CONTENTS FOR SUBMITTAL

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE **This form must be executed and submitted with proposal.**	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA The respondent must return the correct number of all numbered addenda with submitted proposal. All addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided.	Page 3
F.	KEY OUTSIDE CONSULTANTS: Form No. 2 provided.	Page 4
G.	LIST OF REFERENCES AND EXPERIENCE: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page(s) _____
H.	PERSONNEL QUALIFICATIONS: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page(s) _____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided.	Page(s) _____
J.	COST: Form(s) provided: 6A	Page(s) _____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7. **This form must be executed and submitted with proposal.**	Page(s) _____
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated.) Form No. 8	Page(s) _____
M.	CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (This form must be signed and dated.) Form No. 9	Page(s) _____
N.	ADDITIONAL AGREEMENT(S)/CONTRACTS: (if applicable) Any additional agreement(s)/contracts proposed by the Offeror shall be included with the Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.	Attachment(s): #

REVISED FORM NO. 3: LIST OF REFERENCES AND EXPERIENCE **Please see pages 25 and 26 of our proposal for items below.**

Work by the Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

1. Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2021 and 2025).

    - Municipalities and other government entities.
    - Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided).
    - Governmental entities or other entities for which pension audits have been performed (identify the magnitude of pension fund).

2. For each of the categories of clients listed above in Item #1, please indicate the top five clients that are considered most similar to the City of Springfield, Missouri:

    - Scope of Work
    - Approximate dates service was provided
    - Approximate size of government entity, annual budget, population, etc.
    - Name of engagement partner
    - Total hours
    - Name and telephone number of principal client contact

REVISED FORM NO. 6A: "FEE SCHEDULE" AND TOTAL COST
PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF FINANCIAL STATEMENTS

Schedule of hourly billing rates for services and overall total project cost to include all related cost associated with the scope of services, to include but not limited to, personnel, total hours and service-related expenses.

I. FINANCIAL STATEMENTS: CITY OF SPRINGFIELD

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	130	$ 350	$ 200	$ 26,000
Managers	200	$ 325	$ 175	$ 35,000
Seniors	180	$ 300	$ 150	$ 27,000
Other Supervisory Staff		$	$	$
Staff	190	$ 275	$ 140	$ 26,600
Other (specify): Administrative time		$	$	$ 5,400
Other (specify):		$	$	$
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD				$ 120,000

II. FINANCIAL STATEMENTS: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	20	$ 350	$ 200	$ 4,000
Managers	20	$ 325	$ 175	$ 3,500
Seniors	30	$ 300	$ 150	$ 4,500
Other Supervisory Staff		$	$	$
Staff	30	$ 275	$ 140	$ 4,200
Other (specify): Administrative time		$	$	$ 1,800
Other (specify):		$	$	$
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM				$ 18,000

III. TOTAL ALL-INCLUSIVE MAXIMUM PRICE

SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD	**$ 120,000**
SUBTOTAL FOR THE AUDIT OF THE FINANCIAL STATEMENTS FOR: CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM	**$ 18,000**
AUP 1 – Local Government Financial Test	**$ 5,000**
Out-of-Pocket Expenses (Not-to-Exceed)	**$ Included**
Meals and Lodging	**$ Included**
Transportation	**$ Included**
TOTAL ALL-INCLUSIVE MAXIMUM PRICE FOR AUDITING SERVICES	**$ 143,000**

IV. ADDITIONAL MAJOR PROGRAMS

Additional Major Programs	**$ 7,000**

V. RENEWAL OPTION: The City may at its option renew the Contract up to four (4) additional one-year terms. The Offeror agrees not to increase the quoted not-to-exceed rates by more than the following percentages for each successive one-year renewal term.

1st One (1) Year Renewal Term: **5** % increase (based on initial one-year's total all-inclusive maximum price).
2nd One (1) Year Renewal Term: **5** % increase (based on previous year's total all-inclusive maximum price).
3rd One (1) Year Renewal Term: **5** % increase (based on previous year's total all-inclusive maximum price).
4th One (1) Year Renewal Term: **5** % increase (based on previous year's total all-inclusive maximum price).

Note: The rates quoted shall not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price. **PROFESSIONAL FEES SPECIFIED HEREIN SHALL BE APPLICABLE FOR ADDITIONAL SERVICES, IF REQUESTED BY THE CITY.**

Important Notes to be Considered:

Note (1) – Unlimited Correspondence: It is Mauldin & Jenkins' policy to not charge for simple discussions and conversations that occur between the governmental entity and Mauldin & Jenkins that are only simple discussions (i.e., a phone call to ask certain questions that do not require additional research).

Note (2) – Free Periodic/Quarterly Continuing Education: As noted in our technical proposal, we provide free quarterly continuing education classes to our clients. This could amount to approximately $3,000 of annual savings for the City's estimated finance department per person.

Note (3) – Additional Services: If it should become necessary for the City to request Mauldin & Jenkins to provide any additional services (such as bond issuances, etc.), then such additional work shall be performed only if set forth in an addendum to the contract between the City and Mauldin & Jenkins.

Note (4) – No Hidden Fees or Costs: Our proposed fee is based on our understanding of the City's current operations, financial reporting framework, and anticipated audit scope as described in the RFP, as well as our experience with similar governmental entities. **We do not routinely modify fees, and our quoted fees will not change during the contract term unless one of the limited circumstances described below occurs.**

Circumstances that could warrant a fee modification include:

- Significant changes in scope after the engagement begins (for example, new funds or component units, major changes in reporting requirements, or the addition of significant grant programs or Single Audit requirements not contemplated in the proposal).
- Unanticipated delays or conditions beyond our control that materially affect audit effort (such as records not being available, substantial post-fieldwork adjustments, or late implementation of new accounting standards).
- Extraordinary events (such as natural disasters, cyber incidents, or other emergencies) that significantly impact audit timing or procedures.

If any of these situations were to arise, we would communicate promptly and transparently with City management as soon as the issue is identified. No additional work would be performed, and no fee modification would be proposed, without prior discussion with the City. Our approach emphasizes open communication, advance notice, and mutual agreement, ensuring there are no surprises and that the City maintains full control over any decision affecting audit fees.

800-277-0050

www.mjcpa.com

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-163 (LEE)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Health

TITLE: A special ordinance authorizing the City Manager, or designee, to accept a grant renewal in the amount of $100,000 from the Missouri Children's Trust Fund for use by the Springfield-Greene County Health Department to continue operating the Family Connects Program that offers no-cost home visits to parents of newborns in Greene County, Missouri; to enter into agreements necessary to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $100,000 to appropriate the grant funds.

PURPOSE: Authorizing the City Manager, or designee, to accept a grant renewal in the amount of $100,000 from the Missouri Children's Trust Fund for use by the Springfield-Greene County Health Department to continue operating the Family Connects Program that offers no-cost home visits to parents of newborns in Greene County, Missouri and to enter into necessary agreements to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $100,000 to appropriate the grant funds.

BACKGROUND INFORMATION: The Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept $100,000 in funding from the Missouri Children's Trust Fund ("CTF"), a Missouri non-profit corporation. The CTF funds will support SGCHD's continued operation of Family Connects, a program that offers free newborn and postpartum health assessments to all families with newborns in Greene County. Through the Family Connects program, a trained nurse visits participants' homes to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

This budget adjustment accepts the increase in funds and budgets the amount of $100,000 in expenditures in the SGCHD Fiscal Year 2026-2027.

REMARKS: The Springfield-Greene County Health Department recommends approval of this Council bill and budget adjustment appropriating the grant funds.

Submitted By: Anna Kremer, Health Policy Analyst

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. 26-27 Children's Trust Fund Grant_Ord
2. BA0007 FY27 FC Childrens Trust Fund for Family Connects

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-163 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept a grant renewal in the amount of $100,000 from the Missouri Children's Trust Fund for use by the Springfield-Greene County Health Department to continue operating the Family Connects Program that offers no-cost home visits to parents of newborns in Greene County, Missouri; to enter into agreements necessary to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $100,000 to appropriate the grant funds.

_____

WHEREAS, the Springfield-Greene County Health Department ("SGCHD") has the opportunity to accept $100,000 in funding from the Missouri Children's Trust Fund ("CTF"), a Missouri non-profit corporation; and

WHEREAS, this funding will support the continued operation of Family Connects, a program that offers free newborn and postpartum health assessments to all families with newborns in Greene County. Through the Family Connects program, a trained nurse visits participants' homes to systematically assess family needs, provide supportive guidance, and link Greene County families to community resources, as needed and desired.

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

Section 1 – The City Manager, or designee, is hereby authorized to accept grant funds in the amount of $100,000 from the Missouri Children's Trust Fund and to execute contracts necessary to carry out the intent of this grant on forms approved by the City Attorney.

Section 2 – The Fiscal Year 2026-2027 budget of the Springfield-Greene County Health Department is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 0007, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

Section 3 – City Council finds that the budget adjustment made above has been recommended by the City Manager.

Section 4 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City. In the event additional funding is provided under this grant by the grantor, the Director of Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20 percent.

Section 5 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Mary B. Bozarth, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
0007

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27290	11	53590	416020	103246		$ 100,000	Family Connects funding from The Childrens Trust Fund
Net Revenue Adjustment						$ 100,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27290	11	53590	500110	103246		$ 100,000	Family Connects funding from The Childrens Trust Fund
Net Expenditure Adjustment						$ 100,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY27 budget to allow funding from The Children's Trust Fund for the Family Connects program

Requested By:

6/26/26
Department Head Date

Approved By:

6/26/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-163
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

EXPLANATION TO COUNCIL BILL 2026-164 (JENSON, ADIB-YAZDI, HORTON,

FILED: 07/16/2026

ORIGINATING DEPARTMENT: City Manager

TITLE: A general ordinance amending Chapter 118 of the Springfield City Code, "Vehicles for Hire," Section 118-49, to require taxicabs operated in the City of Springfield to be inspected biennially, on years where no state vehicle inspection is required; repealing General Ordinance 6942; and accepting the report of the Finance and Administration Committee.

PURPOSE: Amending Chapter 118 of the Springfield City Code, "Vehicles for Hire," Section 118-49, to require taxicabs operated in the City of Springfield to be inspected biennially, on years where no state vehicle inspection is required; and repealing General Ordinance 6942.

BACKGROUND INFORMATION: Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars, and Airport Limousine, creates local regulations for taxicabs, including related fees. These local regulations for taxicabs were referred to the Finance and Administrative Committee for review by General Ordinance 6942 for the purpose of evaluating what changes, if any, should be made. General Ordinance 6942 also suspended enforcement of Sec. 118-124 of the City Code, which requires payment of vehicle inspection fees for taxicabs.

The Finance and Administrative Committee met and considered potential changes to local regulations regarding vehicle safety inspections. The state of Missouri requires vehicle safety inspections every two years, subject to certain exceptions. The City inspects vehicles for the same safety issues as state inspections. The Committee recommends changing the requirement for vehicle inspections from annually to biennially, with said inspections occurring on each year a state vehicle inspection is not required. The Finance and Administrative Committee also recommends restarting enforcement of Sec. 118-124 of the City Code, requiring payment of a vehicle inspection fee for taxicabs.

Supports the following City Council Priorities:

- Public Safety
- Economic Vitality

Submitted By: Kyle Tolbert, Assistant City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 07/21/2026

Attachments:
1. Taxicab Inspection Text Amendment Bill
2. Recommendation Report Form

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Jenson, Adib-Yazdi, Horton, Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-164 GENERAL ORDINANCE_____

AN ORDINANCE

AMENDING Chapter 118 of the Springfield City Code, "Vehicles for Hire," Section 118-49, to require taxicabs operated in the City of Springfield to be inspected biennially, on years where no state vehicle inspection is required; repealing General Ordinance 6942; and accepting the report of the Finance and Administration Committee.

_____

WHEREAS, Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars, and Airport Limousine, creates local regulations for taxicabs, including related fees; and

WHEREAS, these local regulations for taxicabs were referred to the Finance and Administrative Committee for review by General Ordinance 6942 for the purpose of evaluating what changes, if any, should be made to said regulations; and

WHEREAS, enforcement of Sec. 118-124 of the City Code, requiring payment of vehicle inspection fees for taxicabs, was suspended by General Ordinance 6942; and

WHEREAS, the state of Missouri requires vehicle safety inspections every two years, subject to certain exceptions; and

WHEREAS, the Finance and Administrative Committee have completed their review, and recommends changing the requirement for vehicle inspections from annually to biennially, with said inspections occurring on each year a state vehicle inspection is not required; and

WHEREAS, the Finance and Administrative Committee recommends restarting enforcement of Sec. 118-124 of the City Code, which requires payment of a vehicle inspection fee for taxicabs.

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

Section 1 – Chapter 118 of the Springfield City Code, 'Vehicles for Hire,' Article II, 'Taxicabs, Courtesy Cars and Airport Limousines,' Division 1, 'Generally,' Section 118-49, 'Vehicle Equipment and Inspections,' is hereby amended to read as follows:

(Note: Language to be added is underlined, and language being removed is ~~stricken~~.)

Section 118-49. Vehicle Equipment and Inspections.

(a) *Required equipment.* Every taxicab and airport limousine shall have and maintain the following equipment:

(1) All appliances required by this Code and other ordinances of the city and the laws of the state for motor vehicles.
(2) Two doors affording direct entrance and exit to and from both the front and rear seats; provided, however, minivans may have one side door, which may be on the nondriver's side, as a means of direct entrance and exit from rear seats.
(3) An adequate light in the passenger compartment, controlled by a switch control in the passenger compartment.
(4) A speedometer in good working order.
(5) Cards containing the following:
   a. A card located in the passenger compartment, not less than four inches by six inches in size, which shall have plainly printed thereon the name of the taxicab or airport limousine company, its business address and telephone number, and the current schedule of fares on file with the director as provided in division 3 of this article to be charged for the conveyance of passengers.
   b. A separate card provided by the director to be located in the passenger compartment, not less than four inches by six inches in size, which shall have plainly printed thereon the address and telephone number where the customer may register complaints and comments about the taxicab or airport limousine service, and a list of the rights of customers granted by this article.
(6) The vehicle permit issued by the director.
(7) A permanent device for affixing the daily log sheet.
(8) A side-view mirror attached to both the left and right sides of the vehicle.
(9) A card located in the passenger compartment on which there shall be the statement that it is unlawful to refuse service to any member of the general public when presently unoccupied except for the reason that such person is intoxicated, is using profanity, is abusive, desires to use the service to commit unlawful acts, presents an unreasonable risk of harm or injury to the driver, or cannot pay. However, this provision shall not apply to courtesy cars.
(10) A display of the number assigned to the taxicab or airport limousine by the taxicab or airport limousine owner or taxicab or airport limousine company under whose license or permit the vehicle is operated which has each number no less than one inch in height and readily discernible by any person sitting in a seat intended for use by a passenger.

(11) For taxicabs, a taximeter as follows: A taxicab shall be equipped with a taximeter of a size and design approved by the director and which conforms to the following requirements:

a. Each taximeter must be driven direct from the taxicab transmission, connected with the speedometer driving shaft to the taximeter head itself, or, if electronic, equipped with a GPS application capable of measuring time and distance in accordance with accuracy standards provided by the National Institute of Standards and Technology (NIST).
b. Each taximeter must register upon visual counters the following miles:
    1. Total miles.
    2. Miles paid.
    3. Number of units.
    4. Number of trips.
    5. Number of extras.
c. Each taximeter must be furnished with a tamperproof switch and system of electrical distribution so that when the taximeter flag is in the vacant or nonearning position the "vacant" sign on top of the taxicab will be lighted, and when the meter flag is thrown to an earning position the fare indicator of the taximeter will be lighted.
d. There shall be an electrical light or sign located on the top of each taxicab, of a size and design approved by the director and which is connected to the taximeter in the means prescribed in this article, so that such light or sign will be electrically lighted when the taxicab is vacant.

(b) Biennial~~*Annual*~~ *inspection.* Taxicabs and airport limousines shall be inspected no less than biennially~~annually~~ by the director for all items of equipment required by the provisions of this section or other provisions of this article. Any taxicab or airport limousine manufactured as an even-numbered model year vehicle shall be inspected in each odd-numbered calendar year and any taxicab or airport limousine manufactured as an odd-numbered model year vehicle shall be inspected in each even-numbered year.

(c) *Additional inspections; reinspections; issuance of inspection sticker.* All taxicabs and airport limousines involved in a motor vehicle accident in which over $500.00 damage was done to such vehicle shall be required to be reinspected. Also, the city shall have access to any maintenance records of all taxicabs and airport limousines upon request and may order a reinspection at any time after the expiration of 30 days from the date of a previous inspection, provided there is reason to believe that the vehicle's operation does not comply with the provisions of this article or that the vehicle is dangerous or unsafe or is not being properly maintained or used. If the vehicle cannot be approved upon a reinspection, the director shall first order such vehicle's operation to be discontinued for a period of 15 days in which the owner of the vehicle may request a second reinspection. If the owner of the vehicle does not request the second reinspection or if the vehicle cannot be approved upon the second reinspection, the director shall revoke the license or permit corresponding to such vehicle. An inspection sticker shall be issued for each vehicle which passes

the required inspection and shall be affixed on the vehicle by the city in a visible location.

(d) *Inspection sticker required.* It shall be unlawful to operate a taxicab or airport limousine on the city streets without a current valid inspection sticker affixed thereto. The inspection sticker shall be valid for a period not to exceed two~~one~~ years from the date it is issued and shall not be transferred to any other vehicle.

Section 2 – City Council hereby repeals General Ordinance 6942.

Section 3 – City Council hereby accepts the report of the Finance and Administration Committee.

Section 4 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, or any rights acquired, or liability incurred, nor any cause or causes of action accrued or existing, under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

City of Springfield – Committee Recommendation Report

Committee Name: **Finance and Administration Committee**

Meeting Date: **February 3, 2026**

Prepared By: **Kyle Tolbert, Assistant City Attorney**

1. Referral Information

Referral Language: **<u>Title</u>: Suspending enforcement of Sec. 118-124 of the City Code, requiring payment of a vehicle inspection fee for taxicabs; and referring Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars and Airport Limousines, to the Finance and Administration Committee. <u>Description</u>: Chapter 118 – Vehicles for Hire, Article II – Taxicabs, Courtesy Cars, and Airport Limousine, creates local regulations for taxicabs, including related fees, but have not been comprehensively reviewed since 2016. The goal of this review is for local regulations to be consistent with modern technology, encourage passenger safety, and facilitate an even playing field.**

Date Referred: **July 8, 2025**

Referral Requested By: **Hardinger**

Committee Assigned: **Finance and Administration Committee**

2. Summary of Actions Taken

February 3, 2026 – staff presentation – review of current City taxicab inspection requirements, comparison to state vehicle safety inspection requirements, results of City taxicab inspections, discussion of potential changes, and recommendation. Recommendation held until status of bills in Missouri General Assembly that would modify vehicle safety inspection requirements were confirmed.

May 21, 2026 – confirmation that no bills were passed by the General Assembly that would alter or change the state vehicle safety inspection requirements.

3. Supporting Documentation

Draft council bill titled "Amending Chapter 118 of the Springfield City Code, "Vehicles for Hire," Section 118-49, to require taxicabs operated in the City of Springfield to be inspected biennially, on years where no state vehicle inspection is required; and repealing General Ordinance 6942."

4. Committee Recommendation

Report the bill to the City Council with the recommendation that it "do pass."

Committee Vote:

5. Signature

Committee Chair: _____ Date: _____

For City Clerk's Office Use Only:

Date Received: _____

Added to Council Agenda Date: _____

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-165 (HOSMER)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing a plan for an industrial development project for the Andy's Headquarters Project, consisting of the construction and improvement of a new headquarters campus; and authorizing the City of Springfield, Missouri to issue its Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), in a principal amount not to exceed $32,000,000 and authorizing and approving certain documents and actions in connection therewith.

PURPOSE: To approve a plan for an industrial development project for the Andy's Headquarters Project, consisting of the construction and improvement of a new headquarters campus; and to authorize the City of Springfield, Missouri to issue its Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), in a principal amount not to exceed $32,000,000, and to authorize and approve certain documents and actions in connection with the issuance of the Bonds.

BACKGROUND INFORMATION: Andy's Frozen Custard has been a part of the Springfield community for nearly 40 years. The company started in 1986 with its first location in Osage Beach before expanding into Springfield. After opening its initial store on East Sunshine Street, Andy's eventually added several more locations throughout the Springfield area, becoming the local go-to for frozen custard. Headquartered in Springfield, the company has experienced tremendous growth and now boasts 192 locations across 15 states (and continues to grow). To support this continued growth, Andy's proposes to relocate its headquarters from downtown Springfield to a new, larger campus that will be constructed at the northeast corner of East Division Street and North LeCompte Road.

White Shirts, LLC, an affiliate of Andy's Frozen Custard, Inc. (the "Company"), has requested the City Council issue up to $32 million in industrial development revenue bonds pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the "Act"), to provide 25 years of partial real property tax abatement and a sales and use tax exemption on the construction materials for its new company headquarters campus. The project is competitive with other prospective sites throughout the State and region, and the incentives are necessary for the project to remain in Springfield.
The new headquarters campus will feature 43,200 square feet of office space spread among three buildings and a 9,600-square-foot industrial warehouse. The project will be constructed in two phases:

- **Phase 1 (estimated 2028 completion):** Construction of the first two office buildings and related site infrastructure.
- **Phase 2 (estimated 2033 completion):** Construction of the third office building and the industrial warehouse.

The Plan (defined below) allows for the bonds to be requested either all at once as a single transaction or individually for each phase. The current request is for a single bond issue that will allow for each phase to be abated on a separate time schedule. The total project cost will be nearly $32 million.

The investment is anticipated to result in the retention of 54 existing headquarters jobs and the creation of approximately 16 new jobs with an annual starting wage of $94,766 (approximately 1.66 times the Greene County average wage) and an anticipated annual payroll addition of over $1.5 million.

On June 22, 2026, the City Council considered this proposal and approved a resolution signaling its intent to issue bonds for the Project, subject to the preparation and approval of an industrial development plan and associated agreements and documents. The City has also entered into a preliminary funding agreement with the Company to cover the City's expenses related to the proposed bond issue.

An Industrial Development Plan (the "Plan") has been prepared for the Project pursuant to Sections 100.010 to 100.200, RSMo, attached hereto as Attachment 2. Notice of the consideration of the Plan was given to the taxing jurisdictions in accordance with the Act.

The City will issue the Bonds in an amount not to exceed $32 million to provide tax abatement for the Project. The Company will purchase the Bonds, and the principal and interest on said Bonds will be paid solely with revenue derived from rent payments under a lease agreement between the City and the Company. As a result of the City's ownership of the Project, the Project will be exempt from payment of real property taxes during the term of the lease. To offset the total loss of tax revenues to the affected taxing districts, and to establish the level and term of the requested partial real property tax abatement, the Company will make annual payments in lieu of taxes (PILOTs) on the existing assessed valuation of the land and improvements and on the incremental increase in assessed valuation for each project phase according to the schedule below.

Abatement Years	Abatement on Existing Value	PILOTs on Existing Value	Abatement on Incremental Value	PILOTs on Incremental Value
Years 1–10	0%	100%	90%	10%
Years 11–15	0%	100%	75%	25%

Years 16–20	0%	100%	60%	40%
Years 21–25	0%	100%	50%	50%

In addition to providing partial real property tax abatement, the City will issue a project exemption certificate allowing the Company to purchase qualified building materials without paying state and local sales and use taxes. This exemption applies to an estimated $11,613,000 in construction materials.

To safeguard the City's investment, the Company will be required to adhere to several compliance requirements as set forth in the Performance Agreement, attached hereto as Attachment 3. Failure to meet these requirements will result in the reduction or complete cancellation of the incentives:

- **Investment & Completion Minimums:** If Phase 1 is not completed, or if the Company fails to invest a minimum of $15,000,000 into the project by December 31, 2030, the PILOT rates for both phases will permanently increase to 100% of the taxes otherwise due.
- **Construction Stoppage:** If construction on either phase halts for 90 consecutive days prior to completion (excluding approved excusable delays), the PILOT rate will jump to 100% for the duration of the stoppage.
- **Job Maintenance Thresholds:** The Company will be required to maintain at least 60 jobs at the Project site with an average wage that is at least 150% of the Greene County average upon completion of Phase 1. The required number of jobs shall increase to at least 70 jobs within one year following completion of Phase 2.
- **Penalty for Minor Job Shortfalls:** If the 12-month average of qualifying jobs falls below the required target, the Company must pay a penalty PILOT proportional to the shortfall.
- **Penalty for Major Job Shortfalls:** If the job count drops by more than 25% from the previous year, or falls below 50% of the required total, the abatement will be revoked, and the Company shall pay 100% of full property taxes for all following calendar years.
- **Site Abandonment:** If the Company vacates, abandons, or ceases operations at the campus and does not execute its option to purchase the property within 90 days, PILOTs will immediately revert to 100% of standard property taxes.
- **Mandatory Buyout:** At the end of the 25-year abatement period for each phase, the Company is legally obligated to exercise its option to purchase the phase back from the City, officially returning it to the standard tax rolls.

REMARKS: Accommodating this request ensures Andy’s Frozen Custard keeps its headquarters in Springfield. In addition to retaining the company's local roots, the project will keep 54 existing headquarters jobs and create 16 new full-time positions, all boasting average annual salaries well above 1.5 times the Greene County average.

Furthermore, the development will generate nearly $32 million in new capital investment, utilizing Payments in Lieu of Taxes (PILOTs) structured to preserve the existing tax base and financially benefit the affected taxing districts, alongside a one-time sales tax exemption on building materials.

Staff recommends approval.

Submitted By: Matthew Schaefer, Assistant Director of Economic Vitality and Workforce Development

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 07/21/2026

Attachments:
1. Andy's Redevelopment Plan and Bond Ordinance
2. Exhibit A - Plan v2
3. Exhibit B - Indenture v3
4. Exhibit C - Lease v3
5. Exhibit D - BPA v1
6. Exhibit E - Performance Agreement v3

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-165 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING a plan for an industrial development project for the Andy's Headquarters Project, consisting of the construction and improvement of a new headquarters campus; and authorizing the City of Springfield, Missouri to issue its Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), in a principal amount not to exceed $32,000,000 and authorizing and approving certain documents and actions in connection therewith.

WHEREAS, the City of Springfield, Missouri (the "City") is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City's Charter; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a plan for industrial development (the "Plan") for White Shirts, LLC, an affiliate of Andy's Frozen Custard, Inc. (together with any successors or assigns or any designee for the purpose of entering into the City Documents defined below, the "Company"), with respect to a project consisting of the construction and improvement of a new headquarters campus to be located at the northeast corner of East Division Street and North LeCompte Road (the "Project"); notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now

desires to approve the Plan; and

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, because the Bonds will be payable solely out of payments, revenues and receipts derived by the City from the lease of the Project to the Company and from no other source, the City has determined that it is appropriate that the Bonds be sold to the Company pursuant to Section 108.170 of Revised Statutes of Missouri, as amended, which provides that notwithstanding any other provisions of any law or any City Charter provision to the contrary, industrial development revenue bonds may be sold at private sale; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1 – Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Project will be in furtherance of the public purposes set forth in the Act.

Section 2 – Approval of Plan. The Council hereby approves the Plan for Industrial Development Project attached hereto as Exhibit A in accordance with Section 100.050 of the Act.

Section 3 – Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), in an aggregate principal amount not to exceed $32,000,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate (not to exceed 8.00%), shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of

their approval and the City's approval thereof. The sale of the Bonds to the Company is hereby approved.

Section 4 – Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments, revenues and receipts derived by the City from the herein authorized Lease Agreement, and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 5 – Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the bond trustee named therein (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign certain payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture, attached hereto and incorporated herein by this reference as "Exhibit B";

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the purchase and installation of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds, attached hereto and incorporated herein by this reference as "Exhibit C";

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds, attached hereto and incorporated herein by this reference as "Exhibit D"; and

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights with respect to the abatement of ad valorem personal

property taxes on the Project in consideration for the Company's agreement to maintain a certain level of employment at the Project site, attached hereto and incorporated herein by this reference as "Exhibit E."

Section 6 – Execution of Documents. The City is hereby authorized to enter into and the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and the Bonds and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 7 – Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 8 – Further Authority. The officers of the City, including the Mayor, the City Manager, the City Attorney, the Director of Finance and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance (including any financing documents requested pursuant to the Lease Agreement) and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 9 – Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

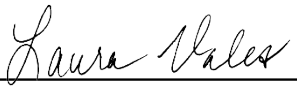
Section 10 – Effective Date. This Ordinance shall take effect and be in full force from and after the date of its passage by the City Council.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  , Assistant City Attorney

Approved for Council Action: , City Manager

EXHIBIT A TO ORDINANCE

PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

Exhibit A

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Springfield, Missouri (the "City"), please find enclosed a copy of a proposed plan for an industrial development project (the "Plan"), which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering an Ordinance to approve the Plan following a public hearing on the Plan at a meeting on July 13, 2026 at 6:30 P.M. at the Springfield Regional Police-Fire Training Center, 2620 West Battlefield Road, Springfield, Missouri.

The City invites all affected taxing districts to attend the meeting and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project is enclosed. It will also be on file in the office of the City Clerk and available for public inspection during normal business hours.

Any questions should be directed to the office of the City Clerk at (417) 864-1651.

Dated: June 22, 2026.

CITY OF SPRINGFIELD, MISSOURI
Busch Municipal Building
840 Boonville Ave., 4th Floor
Springfield, MO 65802

MAILING LIST

City of Springfield City Clerk Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802	City of Springfield Finance Director Busch Municipal Building 840 Boonville Ave. Springfield, MO 65802
Springfield R-12 School District Superintendent 1359 E St Louis St. Springfield, MO 65802	Ozarks Technical Community College Chancellor 1001 E. Chestnut Expressway Springfield, MO 65802
Springfield-Greene County Library District Executive Director 4653 S. Campbell Ave. Springfield, MO 65810	Greene County, Missouri Presiding Commissioner 1443 N Robberson Ave., 10th Floor Springfield, MO 65802
Greene County, Missouri Assessor 940 Boonville, Room 35 Springfield, MO 65802	Greene County, Missouri Collector 940 Boonville, Room 107 Springfield, MO 65802
Greene County Highway Department Administrator 2065 N Clifton Ave Springfield, MO 65803	Abilities First (County Disability Program) Executive Director 3216 S. National Ave. Springfield, MO 65807
Greene County Senior Services Fund Board 940 N Boonville Avenue, Room 210 Springfield, MO 65802	Missouri Director of Revenue, County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65102-0453
Missouri Department of Revenue County Tax Section State Blind Pension Fund 301 West High Street Jefferson City MO 65101	

CITY OF SPRINGFIELD, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND
COST-BENEFIT ANALYSIS

FOR THE

ANDY'S HEADQUARTERS PROJECT

SENT: JUNE 22, 2026

I. PURPOSE OF THIS PLAN

The City Council of the City of Springfield, Missouri (the "City") will consider one or more ordinances approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount of not to exceed $32,000,000 in one or more series (the "Bonds"), to finance costs of an office and warehousing project (the "Project") for White Shirts, LLC (an affiliate of Andy's Frozen Custard, Inc.), and/or its assignees or designees (altogether, the "Company") as more fully described herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the "Act").

This Plan for an Industrial Development Project and Cost-Benefit Analysis (the "Plan") has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of a series of the bonds, the landowner will convey to the municipality title to the property included in the project. At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the benefitted company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all un-abated taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company. Under this Plan, the Company will agree to make "payments in lieu of taxes" in an amount estimated to equal a portion of the taxes that would be due on the Project were it not for ownership by the City. The payments in lieu of taxes are payable in December of each year, and are distributed to the

municipality and to each political subdivision within the boundaries of the Project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

The Company. White Shirts, LLC is an affiliate of Andy's Frozen Custard, Inc. Andy's Frozen Custard, Inc., doing business as Andy's Frozen Custard, has been a part of the Springfield community for nearly 40 years. The company started in 1986 with its first location in Osage Beach, Missouri before expanding to Springfield, Missouri. After opening its initial store on East Sunshine Street, the company added several more locations throughout the Springfield area. Headquartered in Springfield, the company has experienced tremendous growth and now has 192 locations across 15 states.

City of Springfield, Missouri. The City is a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing, office industry and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. To support its continued expansion, Andy's Frozen Custard plans to relocate its headquarters from downtown Springfield to a new, larger campus that will be constructed at the northeast corner of East Division Street and North LeCompte Road. The Project consists of the construction and improvement of a new headquarters campus consisting of approximately 43,200 square feet of office space (spread among three buildings) and an approximately 9,600-square-foot industrial warehouse. The project is anticipated to be constructed in two phases. Phase 1 includes two office buildings, expected to be completed in 2028. Phase 2 includes a third office building and an industrial warehouse building, expected to be completed in 2033. Depending on Project timing, Bonds may be issued all at once or individually for each phase. The Project will be located on a 10-acre site represented in the map below.

Estimate of the Costs of the Project. The Project is expected to cost approximately $32,000,000. The investments are anticipated to be made in 2026 through 2033, as shown in the attached Cost-Benefit Analysis, although the actual years of investment may vary based on Project implementation.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed $32,000,000, to be issued by the City and purchased by the Company and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project Site under the Chapter 100 transactions. The City will lease the Project to the Company for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement(s) with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease(s). It is possible that two series of Bonds may be issued and that a separate lease will be entered into for each phase of the Project.

Affected Taxing Districts. The Springfield R-12 School District is the school district, Greene County, Missouri is the county, the City is the city, and the Ozarks Technical Community College is the community college district affected by the Project. There is no fire or ambulance district affected by the Project. The Cost-Benefit Analysis attached hereto for the Project identifies all other taxing districts affected by the Project.

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is $52,690 (2025). The estimated total equalized assessed valuation of the Project site after full development of both phases is $3,084,382.

Payments in Lieu of Taxes. The Company will make payments in lieu of taxes ("PILOTS") for each phase of the Project as follows: (1) prior to construction, an amount calculated to equal the taxes that were due on the existing land and improvement value prior to the City taking ownership (the "Base PILOT"), and (2) during and after construction, an amount estimated to equal the Base PILOT *plus* the following percentage of the taxes projected to be due on the increase in value of the Project Site due to the Project (the "Incremental Value"):

Abatement Years	PILOT on Incremental Value as Percentage of Taxes Otherwise Due
1-10	10%
11-15	25
16-20	40
21-25	50

The total PILOT payments are estimated in the Cost-Benefit Analysis attached hereto. The actual Project implementation and abatement timing may vary from what is shown in the Cost-Benefit Analysis. PILOT payments will be distributed to the taxing jurisdictions by or at the direction of the City.

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the Project. This Plan does not attempt to quantify the overall economic impact of

the Project. The tax rates used in this Plan reflect the rates in effect for the tax year 2025. The actual years and PILOT amounts may vary based on Project implementation.

V. SALES AND USE TAX EXEMPTION

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying Bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it is assumed that the total amount of qualified building materials purchased will be $11,613,000 and that the situs of sale for the purchases will be as follows: 5.0% within the City, 22.5% within Greene County but outside the City, 22.5% within Missouri but outside Greene County, and 50% outside Missouri. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Sales Tax Rate	Estimated Sales Tax Revenues Subject to Exemption	Use Tax Rate	Estimated Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	$245,325	4.225%	$245,325
Greene County				
General	1.000	31,936	n/a	-
Parks	0.250	7,984	n/a	-
Law Enforcement	0.375	11,976	n/a	-
911	0.125	3,992	n/a	-
City of Springfield				
General	1.000	5,807	1.000	58,065
Capital Improvements	0.250	1,452	0.250	14,516
Transportation	0.125	726	0.125	7,258
Spring Forward SGF	0.750	4,355	0.750	43,549
Total	8.100%	$313,551	6.350%	$368,713

* * *

City of Springfield, Missouri
(Andy's Headquarters Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL
GILMORE & BELL, P.C.

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- Initial year taxes assessed 2026

- Assessed value of existing site (2025 Assessed Value) $ 52,690

- Terms of abatement:

Base Value:

Years 1-25	0%

Project Value:

Years 1-10	90%
Years 11-15	75%
Years 16-20	60%
Years 21-25	50%

Summary of Tax Impact Analysis
(Real and Personal Property)

Taxing Jurisdiction	Tax Rate	Taxes on Existing Site without Project	Projected Taxes on Project without Abatement - Phase 1	Projected PILOTS - Phase 1	Projected Abatement - Phase 1	Projected Taxes on Project without Abatement - Phase 2	Projected PILOTS - Phase 2	Projected Abatement - Phase 2
Springfield R-12 School District	3.7036	$ 73,474	$ 1,839,407	$ 565,012	$ 1,274,395	$ 1,427,809	$ 409,835	$ 1,017,974
City of Springfield	0.5636	11,181	279,914	85,981	193,933	217,279	62,367	154,911
Springfield-Green County Library	0.2149	4,263	106,731	32,785	73,946	82,848	23,781	59,068
Ozarks Technical College/Vocational	0.1773	3,517	88,057	27,048	61,008	68,352	19,620	48,733
Green County General	0.1039	2,061	51,602	15,851	35,752	40,055	11,497	28,558
Green County Road & Bridge	0.1039	2,061	51,602	15,851	35,752	40,055	11,497	28,558
Senior Services	0.0435	863	21,604	6,636	14,968	16,770	4,814	11,956
County Developmental Disability Programs/Sheltered Workshop	0.0413	819	20,512	6,301	14,211	15,922	4,570	11,352
State of Missouri	0.0300	595	14,900	4,577	10,323	11,566	3,320	8,246
Surtax	1.0400	-	501,725	143,864	357,860	400,392	114,537	285,855
	6.0220	$ 98,835	$ 2,976,053	$ 903,905	$ 2,072,148	$ 2,321,048	$ 665,838	$ 1,655,210

Taxes on Existing Site without Project

Estimated Assessed Value of Existing Site		$52,690	$53,744	$53,744	$54,819	$54,819	$55,915	$55,915	$57,033	$57,033	$58,174	$58,174
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Springfield R-12 School District	3.7036	$ 1,951	$ 1,990	$ 1,990	$ 2,030	$ 2,030	$ 2,071	$ 2,071	$ 2,112	$ 2,112	$ 2,155	$ 2,155
City of Springfield	0.5636	297	303	303	309	309	315	315	321	321	328	328
Springfield-Green County Library	0.2149	113	116	116	118	118	120	120	123	123	125	125
Ozarks Technical College/Vocational	0.1773	93	95	95	97	97	99	99	101	101	103	103
Green County General	0.1039	55	56	56	57	57	58	58	59	59	60	60
Green County Road & Bridge	0.1039	55	56	56	57	57	58	58	59	59	60	60
Senior Services	0.0435	23	23	23	24	24	24	24	25	25	25	25
County Developmental Disability Programs/Sheltered Workshop	0.0413	22	22	22	23	23	23	23	24	24	24	24
State of Missouri	0.0300	16	16	16	16	16	17	17	17	17	17	17
	4.9820	$ 2,625	$ 2,678	$ 2,678	$ 2,731	$ 2,731	$ 2,786	$ 2,786	$ 2,841	$ 2,841	$ 2,898	$ 2,898

Estimated Assessed Value of Existing Site		$59,337	$59,337	$60,524	$60,524	$61,735	$61,735	$62,969	$62,969	$64,229	$64,229	$65,513
Taxing Jurisdiction	Tax Rate per $100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Springfield R-12 School District	3.7036	$ 2,198	$ 2,198	$ 2,242	$ 2,242	$ 2,286	$ 2,286	$ 2,332	$ 2,332	$ 2,379	$ 2,379	$ 2,426
City of Springfield	0.5636	334	334	341	341	348	348	355	355	362	362	369
Springfield-Green County Library	0.2149	128	128	130	130	133	133	135	135	138	138	141
Ozarks Technical College/Vocational	0.1773	105	105	107	107	109	109	112	112	114	114	116
Green County General	0.1039	62	62	63	63	64	64	65	65	67	67	68
Green County Road & Bridge	0.1039	62	62	63	63	64	64	65	65	67	67	68
Senior Services	0.0435	26	26	26	26	27	27	27	27	28	28	29
County Developmental Disability Programs/Sheltered Workshop	0.0413	25	25	25	25	26	26	26	26	27	27	27
State of Missouri	0.0300	18	18	18	18	19	19	19	19	19	19	20
	4.9820	$ 2,956	$ 2,956	$ 3,015	$ 3,015	$ 3,076	$ 3,076	$ 3,137	$ 3,137	$ 3,200	$ 3,200	$ 3,264

Estimated Assessed Value of Existing Site		$65,513	$66,824	$66,824	$68,160	$68,160	$69,523	$69,523	$70,914	$70,914	$72,332	
Taxing Jurisdiction	Tax Rate per $100	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	Total
Springfield R-12 School District	3.7036	$ 2,426	$ 2,475	$ 2,475	$ 2,524	$ 2,524	$ 2,575	$ 2,575	$ 2,626	$ 2,626	$ 2,679	$73,474
City of Springfield	0.5636	369	377	377	384	384	392	392	400	400	408	11,181
Springfield-Green County Library	0.2149	141	144	144	146	146	149	149	152	152	155	4,263
Ozarks Technical College/Vocational	0.1773	116	118	118	121	121	123	123	126	126	128	3,517
Green County General	0.1039	68	69	69	71	71	72	72	74	74	75	2,061
Green County Road & Bridge	0.1039	68	69	69	71	71	72	72	74	74	75	2,061
Senior Services	0.0435	29	29	29	30	30	30	30	31	31	31	863
County Developmental Disability Programs/Sheltered Workshop	0.0413	27	28	28	28	28	29	29	29	29	30	819
State of Missouri	0.0300	20	20	20	20	20	21	21	21	21	22	595
	4.9820	$ 3,264	$ 3,329	$ 3,329	$ 3,396	$ 3,396	$ 3,464	$ 3,464	$ 3,533	$ 3,533	$ 3,604	$98,835

Projected Taxes on Project without Abatement - Phase 1

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690
Estimated Assessed Value of Project		$ -	$ -	$1,586,438	$1,635,612	$1,635,612	$1,686,261	$1,686,261	$1,738,430	$1,738,430	$1,792,163	$1,792,163
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Springfield R-12 School District	3.7036	$ 1,951	$ 1,951	$ 60,707	$ 62,528	$ 62,528	$ 64,404	$ 64,404	$ 66,336	$ 66,336	$ 68,326	$ 68,326
City of Springfield	0.5636	297	297	9,238	9,515	9,515	9,801	9,801	10,095	10,095	10,398	10,398
Springfield-Green County Library	0.2149	113	113	3,522	3,628	3,628	3,737	3,737	3,849	3,849	3,965	3,965
Ozarks Technical College/Vocational	0.1773	93	93	2,906	2,993	2,993	3,083	3,083	3,176	3,176	3,271	3,271
Green County General	0.1039	55	55	1,703	1,754	1,754	1,807	1,807	1,861	1,861	1,917	1,917
Green County Road & Bridge	0.1039	55	55	1,703	1,754	1,754	1,807	1,807	1,861	1,861	1,917	1,917
Senior Services	0.0435	23	23	713	734	734	756	756	779	779	803	803
County Developmental Disability Programs/Sheltered Workshop	0.0413	22	22	677	697	697	718	718	740	740	762	762
State of Missouri	0.0300	16	16	492	506	506	522	522	537	537	553	553
Surtax	1.0400	-	-	16,499	17,010	17,010	17,537	17,537	18,080	18,080	18,639	18,639
	6.0220	$ 2,625	$ 2,625	$ 98,160	$ 101,122	$ 101,122	$ 104,172	$ 104,172	$ 107,313	$ 107,313	$ 110,549	$ 110,549

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690
Estimated Assessed Value of Project		$1,847,509	$1,847,509	$1,904,515	$1,904,515	$1,963,231	$1,963,231	$2,023,709	$2,023,709	$2,086,001	$2,086,001	$2,150,161
Taxing Jurisdiction	Tax Rate per $100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Springfield R-12 School District	3.7036	$ 70,376	$ 70,376	$ 72,487	$ 72,487	$ 74,662	$ 74,662	$ 76,902	$ 76,902	$ 79,209	$ 79,209	$ 81,585
City of Springfield	0.5636	10,710	10,710	11,031	11,031	11,362	11,362	11,703	11,703	12,054	12,054	12,415
Springfield-Green County Library	0.2149	4,084	4,084	4,206	4,206	4,332	4,332	4,462	4,462	4,596	4,596	4,734
Ozarks Technical College/Vocational	0.1773	3,369	3,369	3,470	3,470	3,574	3,574	3,681	3,681	3,792	3,792	3,906
Green County General	0.1039	1,974	1,974	2,034	2,034	2,095	2,095	2,157	2,157	2,222	2,222	2,289
Green County Road & Bridge	0.1039	1,974	1,974	2,034	2,034	2,095	2,095	2,157	2,157	2,222	2,222	2,289
Senior Services	0.0435	827	827	851	851	877	877	903	903	930	930	958
County Developmental Disability Programs/Sheltered Workshop	0.0413	785	785	808	808	833	833	858	858	883	883	910
State of Missouri	0.0300	570	570	587	587	605	605	623	623	642	642	661
Surtax	1.0400	19,214	19,214	19,807	19,807	20,418	20,418	21,047	21,047	21,694	21,694	22,362
	6.0220	$ 113,882	$ 113,882	$ 117,315	$ 117,315	$ 120,851	$ 120,851	$ 124,493	$ 124,493	$ 128,244	$ 128,244	$ 132,108

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	
Estimated Assessed Value of Project		$2,150,161	$2,216,247	$2,216,247	$2,284,315	$2,284,315	
Taxing Jurisdiction	Tax Rate per $100	2048	2049	2050	2051	2052	Total
Springfield R-12 School District	3.7036	$ 81,585	$ 84,032	$ 84,032	$ 86,553	$ 86,553	$1,839,407
City of Springfield	0.5636	12,415	12,788	12,788	13,171	13,171	279,914
Springfield-Green County Library	0.2149	4,734	4,876	4,876	5,022	5,022	106,731
Ozarks Technical College/Vocational	0.1773	3,906	4,023	4,023	4,144	4,144	88,057
Green County General	0.1039	2,289	2,357	2,357	2,428	2,428	51,602
Green County Road & Bridge	0.1039	2,289	2,357	2,357	2,428	2,428	51,602
Senior Services	0.0435	958	987	987	1,017	1,017	21,604
County Developmental Disability Programs/Sheltered Workshop	0.0413	910	937	937	965	965	20,512
State of Missouri	0.0300	661	681	681	701	701	14,900
Surtax	1.0400	22,362	23,049	23,049	23,757	23,757	501,725
	6.0220	$ 132,108	$ 136,087	$ 136,087	$ 140,186	$ 140,186	$2,976,053

Projected PILOTS - Phase 1

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690
PILOT Payment on Base		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Estimated Assessed Value of Project		$ -	$ -	$1,586,438	$1,635,612	$1,635,612	$1,686,261	$1,686,261	$1,738,430	$1,738,430	$1,792,163	$1,792,163	
PILOT Payment on Project				10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
Springfield R-12 School District	3.7036	$ 1,951	$ 1,951	$ 7,827	$ 8,009	$ 8,009	$ 8,197	$ 8,197	$ 8,390	$ 8,390	$ 8,589	$ 8,589	
City of Springfield	0.5636	297	297	1,191	1,219	1,219	1,247	1,247	1,277	1,277	1,307	1,307	
Springfield-Green County Library	0.2149	113	113	454	465	465	476	476	487	487	498	498	
Ozarks Technical College/Vocational	0.1773	93	93	375	383	383	392	392	402	402	411	411	
Green County General	0.1039	55	55	220	225	225	230	230	235	235	241	241	
Green County Road & Bridge	0.1039	55	55	220	225	225	230	230	235	235	241	241	
Senior Services	0.0435	23	23	92	94	94	96	96	99	99	101	101	
County Developmental Disability Programs/Sheltered Workshop	0.0413	22	22	87	89	89	91	91	94	94	96	96	
State of Missouri	0.0300	16	16	63	65	65	66	66	68	68	70	70	
Surtax	1.0400	-	-	1,650	1,701	1,701	1,754	1,754	1,808	1,808	1,864	1,864	
	6.0220	$ 2,625	$ 2,625	$ 12,179	$ 12,475	$ 12,475	$ 12,780	$ 12,780	$ 13,094	$ 13,094	$ 13,417	$ 13,417	

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690
PILOT Payment on Base		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Estimated Assessed Value of Project		$1,847,509	$1,847,509	$1,904,515	$1,904,515	$1,963,231	$1,963,231	$2,023,709	$2,023,709	$2,086,001	$2,086,001	$2,150,161	
PILOT Payment on Project		10%	25%	25%	25%	25%	25%	40%	40%	40%	40%	40%	
Taxing Jurisdiction	Tax Rate per $100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	
Springfield R-12 School District	3.7036	$ 8,794	$ 19,058	$ 19,585	$ 19,585	$ 20,129	$ 20,129	$ 31,931	$ 31,931	$ 32,854	$ 32,854	$ 33,805	
City of Springfield	0.5636	1,338	2,900	2,980	2,980	3,063	3,063	4,859	4,859	5,000	5,000	5,144	
Springfield-Green County Library	0.2149	510	1,106	1,136	1,136	1,168	1,168	1,853	1,853	1,906	1,906	1,962	
Ozarks Technical College/Vocational	0.1773	421	912	938	938	964	964	1,529	1,529	1,573	1,573	1,618	
Green County General	0.1039	247	535	549	549	565	565	896	896	922	922	948	
Green County Road & Bridge	0.1039	247	535	549	549	565	565	896	896	922	922	948	
Senior Services	0.0435	103	224	230	230	236	236	375	375	386	386	397	
County Developmental Disability Programs/Sheltered Workshop	0.0413	98	213	218	218	224	224	356	356	366	366	377	
State of Missouri	0.0300	71	154	159	159	163	163	259	259	266	266	274	
Surtax	1.0400	1,921	4,804	4,952	4,952	5,104	5,104	8,419	8,419	8,678	8,678	8,945	
	6.0220	$ 13,751	$ 30,439	$ 31,297	$ 31,297	$ 32,181	$ 32,181	$ 51,372	$ 51,372	$ 52,873	$ 52,873	$ 54,418	

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	
PILOT Payment on Base		100%	100%	100%	100%	100%	
Estimated Assessed Value of Project		$2,150,161	$2,216,247	$2,216,247	$2,284,315	$2,284,315	
PILOT Payment on Project		50%	50%	50%	50%	50%	
Taxing Jurisdiction	Tax Rate per $100	2048	2049	2050	2051	2052	Total
Springfield R-12 School District	3.7036	$ 41,768	$ 42,992	$ 42,992	$ 44,252	$ 44,252	$ 565,012
City of Springfield	0.5636	6,356	6,542	6,542	6,734	6,734	85,981
Springfield-Green County Library	0.2149	2,424	2,495	2,495	2,568	2,568	32,785
Ozarks Technical College/Vocational	0.1773	2,000	2,058	2,058	2,118	2,118	27,048
Green County General	0.1039	1,172	1,206	1,206	1,241	1,241	15,851
Green County Road & Bridge	0.1039	1,172	1,206	1,206	1,241	1,241	15,851
Senior Services	0.0435	491	505	505	520	520	6,636
County Developmental Disability Programs/Sheltered Workshop	0.0413	466	479	479	493	493	6,301
State of Missouri	0.0300	338	348	348	358	358	4,577
Surtax	1.0400	11,181	11,524	11,524	11,878	11,878	143,864
	6.0220	$ 67,366	$ 69,356	$ 69,356	$ 71,406	$ 71,406	$ 903,905

Projected Abatement - Phase 1

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690
Abatement Percentage on Base		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Estimated Assessed Value of Project		$ -	$ -	$1,586,438	$1,635,612	$1,635,612	$1,686,261	$1,686,261	$1,738,430	$1,738,430	$1,792,163	$1,792,163
Abatement Percentage on Project				90%	90%	90%	90%	90%	90%	90%	90%	90%
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Springfield R-12 School District	3.7036	$ -	$ -	$ 52,880	$ 54,519	$ 54,519	$ 56,207	$ 56,207	$ 57,946	$ 57,946	$ 59,737	$ 59,737
City of Springfield	0.5636	-	-	8,047	8,296	8,296	8,553	8,553	8,818	8,818	9,091	9,091
Springfield-Green County Library	0.2149	-	-	3,068	3,163	3,163	3,261	3,261	3,362	3,362	3,466	3,466
Ozarks Technical College/Vocational	0.1773	-	-	2,531	2,610	2,610	2,691	2,691	2,774	2,774	2,860	2,860
Green County General	0.1039	-	-	1,483	1,529	1,529	1,577	1,577	1,626	1,626	1,676	1,676
Green County Road & Bridge	0.1039	-	-	1,483	1,529	1,529	1,577	1,577	1,626	1,626	1,676	1,676
Senior Services	0.0435	-	-	621	640	640	660	660	681	681	702	702
County Developmental Disability Programs/Sheltered Workshop	0.0413	-	-	590	608	608	627	627	646	646	666	666
State of Missouri	0.0300	-	-	428	442	442	455	455	469	469	484	484
Surtax	1.0400	-	-	14,849	15,309	15,309	15,783	15,783	16,272	16,272	16,775	16,775
	6.0220	$ -	$ -	$ 85,982	$ 88,647	$ 88,647	$ 91,392	$ 91,392	$ 94,219	$ 94,219	$ 97,132	$ 97,132

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690
Abatement Percentage on Base		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Estimated Assessed Value of Project		$1,847,509	$1,847,509	$1,904,515	$1,904,515	$1,963,231	$1,963,231	$2,023,709	$2,023,709	$2,086,001	$2,086,001	$2,150,161
Abatement Percentage on Project		90%	75%	75%	75%	75%	75%	60%	60%	60%	60%	60%
Taxing Jurisdiction	Tax Rate per $100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Springfield R-12 School District	3.7036	$ 61,582	$ 51,318	$ 52,902	$ 52,902	$ 54,533	$ 54,533	$ 44,970	$ 44,970	$ 46,354	$ 46,354	$ 47,780
City of Springfield	0.5636	9,371	7,809	8,050	8,050	8,299	8,299	6,843	6,843	7,054	7,054	7,271
Springfield-Green County Library	0.2149	3,573	2,978	3,070	3,070	3,164	3,164	2,609	2,609	2,690	2,690	2,772
Ozarks Technical College/Vocational	0.1773	2,948	2,457	2,533	2,533	2,611	2,611	2,153	2,153	2,219	2,219	2,287
Green County General	0.1039	1,728	1,440	1,484	1,484	1,530	1,530	1,262	1,262	1,300	1,300	1,340
Green County Road & Bridge	0.1039	1,728	1,440	1,484	1,484	1,530	1,530	1,262	1,262	1,300	1,300	1,340
Senior Services	0.0435	723	603	621	621	641	641	528	528	544	544	561
County Developmental Disability Programs/Sheltered Workshop	0.0413	687	572	590	590	608	608	501	501	517	517	533
State of Missouri	0.0300	499	416	429	429	442	442	364	364	375	375	387
Surtax	1.0400	17,293	14,411	14,855	14,855	15,313	15,313	12,628	12,628	13,017	13,017	13,417
	6.0220	$ 100,131	$ 83,443	$ 86,017	$ 86,017	$ 88,669	$ 88,669	$ 73,121	$ 73,121	$ 75,371	$ 75,371	$ 77,690

Estimated Assessed Value of Base		$ 52,690	$ 52,690	$ 52,690	$ 52,690	$ 52,690	
Abatement Percentage on Base		0%	0%	0%	0%	0%	
Estimated Assessed Value of Project		$2,150,161	$2,216,247	$2,216,247	$2,284,315	$2,284,315	
Abatement Percentage on Project		50%	50%	50%	50%	50%	
Taxing Jurisdiction	Tax Rate per $100	2048	2049	2050	2051	2052	Total
Springfield R-12 School District	3.7036	$ 39,817	$ 41,040	$ 41,040	$ 42,301	$ 42,301	$1,274,395
City of Springfield	0.5636	6,059	6,245	6,245	6,437	6,437	193,933
Springfield-Green County Library	0.2149	2,310	2,381	2,381	2,454	2,454	73,946
Ozarks Technical College/Vocational	0.1773	1,906	1,965	1,965	2,025	2,025	61,008
Green County General	0.1039	1,117	1,151	1,151	1,187	1,187	35,752
Green County Road & Bridge	0.1039	1,117	1,151	1,151	1,187	1,187	35,752
Senior Services	0.0435	468	482	482	497	497	14,968
County Developmental Disability Programs/Sheltered Workshop	0.0413	444	458	458	472	472	14,211
State of Missouri	0.0300	323	332	332	343	343	10,323
Surtax	1.0400	11,181	11,524	11,524	11,878	11,878	357,860
	6.0220	$ 64,741	$ 66,731	$ 66,731	$ 68,781	$ 68,781	$2,072,148

Projected Taxes on Project without Abatement - Phase 2

Estimated Assessed Value of Base		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Assessed Value of Project		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$1,293,262	$1,293,262	$1,332,060	$1,332,060	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
Springfield R-12 School District	3.7036	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 47,897	$ 47,897	$ 49,334	$ 49,334	
City of Springfield	0.5636	-	-	-	-	-	-	-	7,289	7,289	7,507	7,507	
Springfield-Green County Library	0.2149	-	-	-	-	-	-	-	2,779	2,779	2,863	2,863	
Ozarks Technical College/Vocational	0.1773	-	-	-	-	-	-	-	2,293	2,293	2,362	2,362	
Green County General	0.1039	-	-	-	-	-	-	-	1,344	1,344	1,384	1,384	
Green County Road & Bridge	0.1039	-	-	-	-	-	-	-	1,344	1,344	1,384	1,384	
Senior Services	0.0435	-	-	-	-	-	-	-	563	563	579	579	
County Developmental Disability Programs/Sheltered Workshop	0.0413	-	-	-	-	-	-	-	534	534	550	550	
State of Missouri	0.0300	-	-	-	-	-	-	-	388	388	400	400	
Surtax	1.0400	-	-	-	-	-	-	-	13,450	13,450	13,853	13,853	
	6.0220	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 77,880	$ 77,880	$ 80,217	$ 80,217	

Estimated Assessed Value of Base		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Estimated Assessed Value of Project		$1,372,022	$1,372,022	$1,413,182	$1,413,182	$1,455,578	$1,455,578	$1,499,245	$1,499,245	$1,544,223	$1,544,223	$1,590,549	
Taxing Jurisdiction	Tax Rate per $100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	
Springfield R-12 School District	3.7036	$ 50,814	$ 50,814	$ 52,339	$ 52,339	$ 53,909	$ 53,909	$ 55,526	$ 55,526	$ 57,192	$ 57,192	$ 58,908	
City of Springfield	0.5636	7,733	7,733	7,965	7,965	8,204	8,204	8,450	8,450	8,703	8,703	8,964	
Springfield-Green County Library	0.2149	2,948	2,948	3,037	3,037	3,128	3,128	3,222	3,222	3,319	3,319	3,418	
Ozarks Technical College/Vocational	0.1773	2,433	2,433	2,506	2,506	2,581	2,581	2,658	2,658	2,738	2,738	2,820	
Green County General	0.1039	1,426	1,426	1,468	1,468	1,512	1,512	1,558	1,558	1,604	1,604	1,653	
Green County Road & Bridge	0.1039	1,426	1,426	1,468	1,468	1,512	1,512	1,558	1,558	1,604	1,604	1,653	
Senior Services	0.0435	597	597	615	615	633	633	652	652	672	672	692	
County Developmental Disability Programs/Sheltered Workshop	0.0413	567	567	584	584	601	601	619	619	638	638	657	
State of Missouri	0.0300	412	412	424	424	437	437	450	450	463	463	477	
Surtax	1.0400	14,269	14,269	14,697	14,697	15,138	15,138	15,592	15,592	16,060	16,060	16,542	
	6.0220	$ 82,623	$ 82,623	$ 85,102	$ 85,102	$ 87,655	$ 87,655	$ 90,285	$ 90,285	$ 92,993	$ 92,993	$ 95,783	

Estimated Assessed Value of Base		$ -	$ -	$ -	$ -	$ -	$ 10,538	$ 10,538	$ 10,538	$ 10,538	$ 10,538		
Estimated Assessed Value of Project		$1,590,549	$1,638,266	$1,638,266	$1,687,414	$1,687,414	$1,727,498	$1,727,498	$1,779,639	$1,779,639	$1,833,345		
Taxing Jurisdiction	Tax Rate per $100	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	Total	
Springfield R-12 School District	3.7036	$ 58,908	$ 60,675	$ 60,675	$ 62,495	$ 62,495	$ 64,370	$ 64,370	$ 66,301	$ 66,301	$ 68,290	$1,427,809	
City of Springfield	0.5636	8,964	9,233	9,233	9,510	9,510	9,796	9,796	10,089	10,089	10,392	217,279	
Springfield-Green County Library	0.2149	3,418	3,521	3,521	3,626	3,626	3,735	3,735	3,847	3,847	3,963	82,848	
Ozarks Technical College/Vocational	0.1773	2,820	2,905	2,905	2,992	2,992	3,082	3,082	3,174	3,174	3,269	68,352	
Green County General	0.1039	1,653	1,702	1,702	1,753	1,753	1,806	1,806	1,860	1,860	1,916	40,055	
Green County Road & Bridge	0.1039	1,653	1,702	1,702	1,753	1,753	1,806	1,806	1,860	1,860	1,916	40,055	
Senior Services	0.0435	692	713	713	734	734	756	756	779	779	802	16,770	
County Developmental Disability Programs/Sheltered Workshop	0.0413	657	677	677	697	697	718	718	739	739	762	15,922	
State of Missouri	0.0300	477	491	491	506	506	521	521	537	537	553	11,566	
Surtax	1.0400	16,542	17,038	17,038	17,549	17,549	17,966	17,966	18,508	18,508	19,067	400,392	
	6.0220	$ 95,783	$ 98,656	$ 98,656	$ 101,616	$ 101,616	$ 104,555	$ 104,555	$ 107,695	$ 107,695	$ 110,929	$2,321,048	

Projected PILOTS - Phase 2

Estimated Assessed Value of Base		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PILOT Payment on Base		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Estimated Assessed Value of Project		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$1,293,262	$1,293,262	$1,332,060	$1,332,060		
PILOT Payment on Project		100%	100%	100%	100%	100%	100%	100%	10%	10%	10%	10%		
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036		
Springfield R-12 School District	3.7036	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,790	$ 4,790	$ 4,933	$ 4,933		
City of Springfield	0.5636	-	-	-	-	-	-	-	729	729	751	751		
Springfield-Green County Library	0.2149	-	-	-	-	-	-	-	278	278	286	286		
Ozarks Technical College/Vocational	0.1773	-	-	-	-	-	-	-	229	229	236	236		
Green County General	0.1039	-	-	-	-	-	-	-	134	134	138	138		
Green County Road & Bridge	0.1039	-	-	-	-	-	-	-	134	134	138	138		
Senior Services	0.0435	-	-	-	-	-	-	-	56	56	58	58		
County Developmental Disability Programs/Sheltered Workshop	0.0413	-	-	-	-	-	-	-	53	53	55	55		
State of Missouri	0.0300	-	-	-	-	-	-	-	39	39	40	40		
Surtax	1.0400	-	-	-	-	-	-	-	1,345	1,345	1,385	1,385		
	6.0220	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,788	$ 7,788	$ 8,022	$ 8,022		

Estimated Assessed Value of Base		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PILOT Payment on Base		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Estimated Assessed Value of Project		$1,372,022	$1,372,022	$1,413,182	$1,413,182	$1,455,578	$1,455,578	$1,499,245	$1,499,245	$1,544,223	$1,544,223	$1,590,549		
PILOT Payment on Project		10%	10%	10%	10%	10%	10%	25%	25%	25%	25%	25%		
Taxing Jurisdiction	Tax Rate per $100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047		
Springfield R-12 School District	3.7036	$ 5,081	$ 5,081	$ 5,234	$ 5,234	$ 5,391	$ 5,391	$ 13,882	$ 13,882	$ 14,298	$ 14,298	$ 14,727		
City of Springfield	0.5636	773	773	796	796	820	820	2,112	2,112	2,176	2,176	2,241		
Springfield-Green County Library	0.2149	295	295	304	304	313	313	805	805	830	830	855		
Ozarks Technical College/Vocational	0.1773	243	243	251	251	258	258	665	665	684	684	705		
Green County General	0.1039	143	143	147	147	151	151	389	389	401	401	413		
Green County Road & Bridge	0.1039	143	143	147	147	151	151	389	389	401	401	413		
Senior Services	0.0435	60	60	61	61	63	63	163	163	168	168	173		
County Developmental Disability Programs/Sheltered Workshop	0.0413	57	57	58	58	60	60	155	155	159	159	164		
State of Missouri	0.0300	41	41	42	42	44	44	112	112	116	116	119		
Surtax	1.0400	1,427	1,427	1,470	1,470	1,514	1,514	3,898	3,898	4,015	4,015	4,135		
	6.0220	$ 8,262	$ 8,262	$ 8,510	$ 8,510	$ 8,765	$ 8,765	$ 22,571	$ 22,571	$ 23,248	$ 23,248	$ 23,946		

Estimated Assessed Value of Base		$ -	$ -	$ -	$ -	$ -	$ 10,538	$ 10,538	$ 10,538	$ 10,538	$ 10,538			
PILOT Payment on Base		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%			
Estimated Assessed Value of Project		$1,590,549	$1,638,266	$1,638,266	$1,687,414	$1,687,414	$1,727,498	$1,727,498	$1,779,639	$1,779,639	$1,833,345			
PILOT Payment on Project		40%	40%	40%	40%	40%	50%	50%	50%	50%	50%			
Taxing Jurisdiction	Tax Rate per $100	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	Total		
Springfield R-12 School District	3.7036	$ 23,563	$ 24,270	$ 24,270	$ 24,998	$ 24,998	$ 32,380	$ 32,380	$ 33,346	$ 33,346	$ 34,340	$ 409,835		
City of Springfield	0.5636	3,586	3,693	3,693	3,804	3,804	4,927	4,927	5,074	5,074	5,226	62,367		
Springfield-Green County Library	0.2149	1,367	1,408	1,408	1,451	1,451	1,879	1,879	1,935	1,935	1,993	23,781		
Ozarks Technical College/Vocational	0.1773	1,128	1,162	1,162	1,197	1,197	1,550	1,550	1,596	1,596	1,644	19,620		
Green County General	0.1039	661	681	681	701	701	908	908	935	935	963	11,497		
Green County Road & Bridge	0.1039	661	681	681	701	701	908	908	935	935	963	11,497		
Senior Services	0.0435	277	285	285	294	294	380	380	392	392	403	4,814		
County Developmental Disability Programs/Sheltered Workshop	0.0413	263	271	271	279	279	361	361	372	372	383	4,570		
State of Missouri	0.0300	191	197	197	202	202	262	262	270	270	278	3,320		
Surtax	1.0400	6,617	6,815	6,815	7,020	7,020	8,983	8,983	9,254	9,254	9,533	114,537		
	6.0220	$ 38,313	$ 39,463	$ 39,463	$ 40,646	$ 40,646	$ 52,540	$ 52,540	$ 54,110	$ 54,110	$ 55,727	$ 665,838		

Projected Abatement - Phase 2

Estimated Assessed Value of Base	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Abatement Percentage on Base	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Estimated Assessed Value of Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$1,293,262	$1,293,262	$1,332,060	$1,332,060		
Abatement Percentage on Project	100%	100%	100%	100%	100%	100%	100%	90%	90%	90%	90%		

Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Springfield R-12 School District	3.7036	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 43,108	$ 43,108	$ 44,401	$ 44,401
City of Springfield	0.5636	-	-	-	-	-	-	-	6,560	6,560	6,757	6,757
Springfield-Green County Library	0.2149	-	-	-	-	-	-	-	2,501	2,501	2,576	2,576
Ozarks Technical College/Vocational	0.1773	-	-	-	-	-	-	-	2,064	2,064	2,126	2,126
Green County General	0.1039	-	-	-	-	-	-	-	1,209	1,209	1,246	1,246
Green County Road & Bridge	0.1039	-	-	-	-	-	-	-	1,209	1,209	1,246	1,246
Senior Services	0.0435	-	-	-	-	-	-	-	506	506	522	522
County Developmental Disability Programs/Sheltered Workshop	0.0413	-	-	-	-	-	-	-	481	481	495	495
State of Missouri	0.0300	-	-	-	-	-	-	-	349	349	360	360
Surtax	1.0400	-	-	-	-	-	-	-	12,105	12,105	12,468	12,468
	6.0220	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 70,092	$ 70,092	$ 72,195	$ 72,195

Estimated Assessed Value of Base	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Abatement Percentage on Base	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Estimated Assessed Value of Project	$1,372,022	$1,372,022	$1,413,182	$1,413,182	$1,455,578	$1,455,578	$1,499,245	$1,499,245	$1,544,223	$1,544,223	$1,590,549	
Abatement Percentage on Project	90%	90%	90%	90%	90%	90%	75%	75%	75%	75%	75%	

Taxing Jurisdiction	Tax Rate per $100	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Springfield R-12 School District	3.7036	$ 45,733	$ 45,733	$ 47,105	$ 47,105	$ 48,518	$ 48,518	$ 41,645	$ 41,645	$ 42,894	$ 42,894	$ 44,181
City of Springfield	0.5636	6,959	6,959	7,168	7,168	7,383	7,383	6,337	6,337	6,527	6,527	6,723
Springfield-Green County Library	0.2149	2,654	2,654	2,733	2,733	2,815	2,815	2,416	2,416	2,489	2,489	2,564
Ozarks Technical College/Vocational	0.1773	2,189	2,189	2,255	2,255	2,323	2,323	1,994	1,994	2,053	2,053	2,115
Green County General	0.1039	1,283	1,283	1,321	1,321	1,361	1,361	1,168	1,168	1,203	1,203	1,239
Green County Road & Bridge	0.1039	1,283	1,283	1,321	1,321	1,361	1,361	1,168	1,168	1,203	1,203	1,239
Senior Services	0.0435	537	537	553	553	570	570	489	489	504	504	519
County Developmental Disability Programs/Sheltered Workshop	0.0413	510	510	525	525	541	541	464	464	478	478	493
State of Missouri	0.0300	370	370	382	382	393	393	337	337	347	347	358
Surtax	1.0400	12,842	12,842	13,227	13,227	13,624	13,624	11,694	11,694	12,045	12,045	12,406
	6.0220	$ 74,361	$ 74,361	$ 76,592	$ 76,592	$ 78,889	$ 78,889	$ 67,713	$ 67,713	$ 69,745	$ 69,745	$ 71,837

Estimated Assessed Value of Base	$ -	$ -	$ -	$ -	$ -	$ 10,538	$ 10,538	$ 10,538	$ 10,538	$ 10,538		
Abatement Percentage on Base	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
Estimated Assessed Value of Project	$1,590,549	$1,638,266	$1,638,266	$1,687,414	$1,687,414	$1,727,498	$1,727,498	$1,779,639	$1,779,639	$1,833,345		
Abatement Percentage on Project	60%	60%	60%	60%	60%	50%	50%	50%	50%	50%		

Taxing Jurisdiction	Tax Rate per $100	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	Total
Springfield R-12 School District	3.7036	$ 35,345	$ 36,405	$ 36,405	$ 37,497	$ 37,497	$ 31,990	$ 31,990	$ 32,955	$ 32,955	$ 33,950	$1,017,974
City of Springfield	0.5636	5,379	5,540	5,540	5,706	5,706	4,868	4,868	5,015	5,015	5,166	154,911
Springfield-Green County Library	0.2149	2,051	2,112	2,112	2,176	2,176	1,856	1,856	1,912	1,912	1,970	59,068
Ozarks Technical College/Vocational	0.1773	1,692	1,743	1,743	1,795	1,795	1,531	1,531	1,578	1,578	1,625	48,733
Green County General	0.1039	992	1,021	1,021	1,052	1,052	897	897	925	925	952	28,558
Green County Road & Bridge	0.1039	992	1,021	1,021	1,052	1,052	897	897	925	925	952	28,558
Senior Services	0.0435	415	428	428	440	440	376	376	387	387	399	11,956
County Developmental Disability Programs/Sheltered Workshop	0.0413	394	406	406	418	418	357	357	367	367	379	11,352
State of Missouri	0.0300	286	295	295	304	304	259	259	267	267	275	8,246
Surtax	1.0400	9,925	10,223	10,223	10,529	10,529	8,983	8,983	9,254	9,254	9,533	285,855
	6.0220	$ 57,470	$ 59,194	$ 59,194	$ 60,970	$ 60,970	$ 52,015	$ 52,015	$ 53,585	$ 53,585	$ 55,202	$1,655,210

Exhibit B

CITY OF SPRINGFIELD, MISSOURI,
the City

AND

BOKF, N.A.,
as Trustee

TRUST INDENTURE

Dated as of August 1, 2026

Relating to:

$32,000,000
(Aggregate Maximum Principal Amount)
City of Springfield, Missouri
Taxable Industrial Development Revenue Bonds
(Andy's Headquarters Project)
Series 2026

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of August 1, 2026 (the "Indenture"), is between the **CITY OF SPRINGFIELD, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), and **BOKF, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **"Act"**), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, office industry, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on _____ ___, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026, in the maximum principal amount of $32,000,000 (the "Bonds"), for the purpose of acquiring, constructing and improving certain real property located at the northeast corner of East Division Street and North LeCompte Road in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of office industry and industrial facilities on the Project Site (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. The Ordinance authorizes the City to lease the Project Site and the Project Improvements (collectively, the "Project") to White Shirts, LLC, a Missouri limited liability company (the "Company").

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the "Lease") with the Company, under which the City, as lessor, will, or will cause the Company to, acquire, construct and improve the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from ad valorem real property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) Excluding the Unassigned Rights, all right, title and interest of the City in, to and under the Lease, and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are

to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

"Authorized City Representative" means the Mayor, City Manager, Deputy City Manager, Finance Director, City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Basic Rent" means the rental described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026, in the maximum aggregate principal amount of $32,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Springfield, Missouri, Bond Fund – White Shirts, LLC" created in **Section 501** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds, dated as of August 1, 2026, by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee are required or authorized by law to remain closed.

"City" means the City of Springfield, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

"Company" means White Shirts, LLC, a Missouri limited liability company, and its successors or assigns.

"Completion Date" means the date of execution of the certificate required pursuant to **Section 504** hereof.

"Costs of Issuance Fund" means the "City of Springfield, Missouri, Costs of Issuance Fund – White Shirts, LLC" created in **Section 501** hereof.

"Cumulative Outstanding Principal Amount" means an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Exhibit C** hereof.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of

any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of August 1, 2026, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Performance Agreement" means the Performance Agreement dated as of August 1, 2026, between the City and the Company, as amended and supplemented from time to time.

"Person" or **"person"** means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project" means the Project Site and the Project Improvements as they may at any time exist.

"Project Costs" means all costs of or relating to the acquisition, construction and improvement of the Project.

"Project Fund" means the "City of Springfield, Missouri, Project Fund – White Shirts, LLC" created in **Section 501** hereof.

"Project Improvements" means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Project Site" means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means BOKF, N.A., Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

"Unassigned Rights" means the City's rights (a) to receive moneys for its own account, including but not limited to payments in lieu of taxes, (b) to indemnification and to protection from liabilities by insurance policies required by the Lease, (c) to provide any consent or approval under the Lease, (d) to enforce any provision of the Lease relating to the completion, condition or use of the Project or any payments in lieu of tax required by the Lease with respect to the Project, and (e) under the Performance Agreement.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Springfield, Missouri, Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $32,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease (with the exception of the Unassigned Rights, which are not pledged to the

repayment of the Bonds), and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the

Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor or City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any

proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

(e) The City and the Trustee consent to the pledge of the Bond to any Financing Party with a Leasehold Mortgage (as such term is defined in the Lease) on all or any portion of the Project Site.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $32,000,000 for the purpose of providing funds to pay the costs of the Project, which Bonds shall be designated "City of Springfield, Missouri, Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2057** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:

(1) An electronic copy of the ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) An electronic copy of original executed counterparts of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) An electronic copy of a representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled

to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of such amounts as long as the Company and the Owner are the same entity. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of receipt of each requisition certificate by the Trustee. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of 7.50% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on **December 1, 2026**, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $32,000,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2057**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each, and the payment of which will be reflected via a transaction entry on the trust records held by the Trustee and Paying Agent.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project has been completed and the certificate of payment of all costs is

filed as provided in **Section 504** hereof, the Trustee, upon written request, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Sections 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be

redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Springfield, Missouri, Project Fund – White Shirts, LLC" (herein called the "Project Fund");

(b) "City of Springfield, Missouri, Costs of Issuance Fund – White Shirts, LLC" (herein called the "Costs of Issuance Fund"); and

(c) "City of Springfield, Missouri, Bond Fund – White Shirts, LLC" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without

further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum or requisition certificate provided to the Trustee on or before the date of delivery of the Bonds, in accordance with the invoices attached thereto. The Trustee may rely conclusively on the amounts due as shown in such document and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the Closing Date shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the Purchaser; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (d) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (e) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (f) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (g) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (h) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof (or as may be specifically provided in the Lease), moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent

under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease, and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment to the Company from the Bond Fund. After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee and the City and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest and re-invest in a money market fund that constitutes an Investment Security specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department. The Trustee may rely on the investment directions of the Authorized Company Representative as to both the suitability and legality of the directed investments.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein (but not including its Unassigned Rights), deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Company or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the

Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights or any other rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, and the Performance Agreement, or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(c) Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the Company, and the Company has had 30 days after receipt of such notice to correct said default or cause said default to be corrected and has not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Company or the City (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses,

the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the

principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to any subsection of **Section 12.1** of the Lease other than **Section 12.1(a)**), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding, and if indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) Subject to the approval of the Financing Party (as defined in the Lease), the Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of

this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** or **(c)** (but only with respect to Unassigned Rights) or **Section 12.1(d), (e)** or **(f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST – To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND – To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under any subsection of **Section 12.1** of the Lease other than **Section 12.1(a)**, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this

Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to pay the principal of and the interest on the Bonds as the same become due and payable, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions,

appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification relating to period during which it serves as Trustee hereunder shall survive the satisfaction and discharge of this Indenture or it resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the

manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding and the consent of the Financing Party (as defined in the Lease), nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an

opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust

pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Springfield, Missouri
840 N. Boonville Ave., 4th Floor
Springfield, MO 65802
Attention: City Manager

(b) To the Trustee:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

(c) To the Company:

White Shirts, LLC
211 E Water St
Springfield, MO 65806
Attention: Robert de la Fuente

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

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IN WITNESS WHEREOF, City of Springfield, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor or City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: David Cameron
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

BOKF, N.A.,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Greene County, Missouri:

TRACT I:

ALL OF THE SOUTHWEST QUARTER (SW¼ OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21) EXCEPT TWO ACRES IN THE SOUTHWEST CORNER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼), THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS. THENCE WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING; CONTAINING 8 ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART FOR HIGHWAYS; AND

TRACT II:

ALL BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS; WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING CONTAINING TWO ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI. EXCEPT ANY PART TAKEN FOR HIGHWAY OR USED FOR ROAD PURPOSES.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

Phase 1 Project:

Two office buildings, each approximately 14,400 square feet, together with related site work and infrastructure.

Phase 2 Project:

A third office building of approximately 14,400 square feet and an industrial warehouse building of approximately 9,600 square feet, together with related site work and infrastructure; provided that, at the option of the Company to be exercised by written notice to the City prior to commencement of construction on the industrial warehouse building, the industrial warehouse building may be added to the Phase 1 Project and deleted from the Phase 2 Project.

EXHIBIT C

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $32,000,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ANDY'S HEADQUARTERS PROJECT)
SERIES 2026

Interest Rate	Maturity Date	Dated Date
7.50%	December 1, 2057	_____ ___, 2026

OWNER: **WHITE SHIRTS, LLC**

MAXIMUM PRINCIPAL AMOUNT: **NOT TO EXCEED THIRTY-TWO MILLION DOLLARS**

THE CITY OF SPRINGFIELD, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Springfield, Missouri, Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026," in the maximum aggregate principal amount of $32,000,000 (the "Bonds"), to be issued for the purpose of acquiring, constructing and improving the "Project Site" as more fully described on **Exhibit A** to the Lease (defined below)), including the construction and improvement of office industry and industrial facilities (the "Project Improvements"). The City will lease the Project Site and the Project Improvements (collectively, the "Project") to a private-sector company (the "Company"), under the terms of a Lease Agreement dated as of August 1, 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of August 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Springfield, Missouri, Bond Fund – White Shirts, LLC".

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest

accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized agent, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $32,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Springfield, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor or City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture.

Registration Date: _____

BOKF, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(ANDY'S HEADQUARTERS PROJECT)
SERIES 2026

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Place medallion guarantee below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Springfield, Missouri
840 N. Boonville Ave., 4th Floor
Springfield, MO 65802
Attention: City Manager

BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department

Re: $32,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026 of the City of Springfield, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of August 1, 2026 (the "Indenture"), between the City of Springfield, Missouri (the "City") and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to White Shirts, LLC, a Missouri limited liability company (the "Company"), under a Lease Agreement dated as of August 1, 2026 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the

purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to the Indenture.

Dated: _____, 20___

[PURCHASER OF BONDS]

By:_____
Name: _____
Title: _____

Exhibit C

CITY OF SPRINGFIELD, MISSOURI,
As Lessor,

AND

WHITE SHIRTS, LLC,
As Lessee

LEASE AGREEMENT

Dated as of August 1, 2026

Relating to:

$32,000,000
(Aggregate Maximum Principal Amount)
City of Springfield, Missouri
Taxable Industrial Development Revenue Bonds
(Andy's Headquarters Project)
Series 2026

Certain rights of the City of Springfield, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to BOKF, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of August 1, 2026, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of August 1, 2026 (the "Lease"), is between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **WHITE SHIRTS, LLC**, a Missouri limited liability company, as lessee, and its successors or assigns, as permitted hereunder (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on _____ ___, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026, in the maximum principal amount of $32,000,000 (the "Bonds"), for the purpose of acquiring, constructing and improving certain real property located at the northeast corner of East Division Street and North LeCompte Road in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of office industry and industrial facilities on the Project Site (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with BOKF, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will acquire, construct and improve the Project Improvements, and lease the Project Site and the Project Improvements as they may at any time exist (collectively, the "Project"), to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

"Basic Rent" means the rental described in **Section 5.1** of this Lease.

"Certificate of Insurance Compliance" means a certificate in substantially the form set forth in **Exhibit D** to this Lease evidencing compliance with the insurance requirements set forth in **Article VII** hereof, fully executed by the Authorized Company Representative, and upon which the Trustee may conclusively rely without further investigation or inquiry.

"Environmental Law" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous materials, as now or at any time hereafter in effect.

"Financing Document" means any loan agreement, credit agreement, mortgage, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of a Financing Party.

"Financing Party" means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the development, construction, ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person's behalf.

"Full Insurable Value" means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

"Leasehold Mortgage" means any leasehold mortgage, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees, trustee's fees

and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, this Lease, and the Performance Agreement, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (e) liens or security interests granted pursuant to any Leasehold Mortgage or any Financing Documents, and (f) such exceptions to title set forth in the title report included in the transcript of proceedings relating to the Bonds.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) As of the date of delivery hereof, the City has acquired the Project Site (subject to Permitted Encumbrances) and agrees to construct and improve or cause to be constructed and improved thereon the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and the net earnings therefrom, including all rents, revenues and receipts to be derived by the City from the leasing or sale of the Project (except for the Unassigned Rights), will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not take any action as owner of the Project Site that would permit a lien, charge or other encumbrance to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except at the written request of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to do business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Springfield, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2057**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act, this Lease, and the Performance Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the

purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, construct and improve the Project as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report (which may be provided in the form of a copy of the commitment for an owner's or loan policy of title insurance relating to the Company's acquisition of or private financing for the Project) required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in **Exhibit B** to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**; and

(c) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any

requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in Section 4.5 hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Site and the Project Improvements, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances and the Leasehold Mortgage, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that it is responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority

under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project and the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing **December 1, 2026** and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2057** (or such earlier date as the Company may elect or be required to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204** and **Section 208** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

In furtherance of the foregoing and of **Section 204** and **Section 208** of the Indenture, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement, and provided that the Company is the sole Bondowner, the Company may set-off each Basic Rent payment against the City's obligation to the Company as Bondowner, in lieu of delivery of a payment of Basic

Rent on any date on which principal of or interest on the Bonds is payable, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease, the Indenture, or the Performance Agreement by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) all amounts payable under the Performance Agreement; or

(e) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants

under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition (reasonable wear, tear, depreciation, and obsolescence excepted), making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City and the Trustee written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Tax Exemptions.

(a) The City and the Company agree that while the Project is owned by the City and is subject to this Lease, the Project and the leasehold interest of the Company in the Project will be exempt from all *ad valorem* real property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties in accordance with the Performance Agreement attached hereto as *Appendix I*. Notwithstanding the foregoing, Company will annually pay to the City the payments with respect to the Project set forth in the Performance Agreement.

(b) The City will provide to the Company a sales tax exemption certificate to allow for the construction materials purchased for the Project to be exempt from sales tax at the time and subject to the conditions set forth in **Section 4.8** of the Performance Agreement. The Company shall not use the sales tax exemption certificate for the purchase of any property other than construction materials.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. Before conveying title to any real property to the City, the Company will provide a report reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City and the Trustee shall be named as loss payees, as their respective interests may appear, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed $50,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained Workers' Compensation coverage to the extent required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of $200,000,000, as determined by accounting principles generally accepted in the United States of America.

Section 7.6. Certificate of Compliance. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a Certificate of Insurance Compliance in the form attached hereto as **Exhibit D**. The Trustee shall be entitled to rely upon said Certificate of Insurance Compliance as to the Company's compliance with the insurance requirements.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the property of the Company and may be removed by the Company. Such property shall be subject to *ad valorem* taxes.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in material compliance with all laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to ad valorem taxes, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due under this Section.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that, unless and to the extent that consent is given in the memorandum of this Lease or other document filed by the City against the Project Site with the recorder of deeds, no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same as nearly as may be practicable to their condition and character immediately prior to such damage or destruction, and so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of

such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than $2,500,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of $2,500,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) Unless the Company makes the determination described in subsection (f) below, if any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any leasehold mortgagee or Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Leasehold Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under

the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the mortgagee under the Leasehold Mortgage (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds. For purposes of this Section only, any person to whom Bonds have been pledged in good faith shall be deemed to be the Owner of the Bonds.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair, ordinary wear and tear excepted; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are

not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 48 hours' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) following an Event of Default, exhibiting the Project to prospective purchasers, lessees or trustees. The Company shall have the right to have to representatives present during any such examination or inspection.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to the provisions of this Section, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request, provided that no such document shall impose any obligation (monetary or otherwise) on the City or require any representations by the City. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance; *provided that* the City shall not be required to undertake any duties or payment obligations under such instruments and shall make only such representations as it deems appropriate in its sole discretion. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to the provisions of this Section, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an

Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The Company may mortgage the City's fee interest in the Project, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof, and further provided that any such Mortgage (1) specifically states that the City shall have no monetary liability for the repayment of any obligation, and (2) does not contain any provision altering the rights or obligations of the City under this Lease, the Indenture or the Performance Agreement. Upon request of the Company made, together with provision of the documents requested to be signed, at least 15 days prior to the date such signature is requested to be delivered, the City shall execute a fee mortgage that complies with this subsection.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party (at the address, if any, provided to the City);

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, *provided that* the City shall not be required to undertake any duties or payment obligations under such documents and shall make only such representations as it deems appropriate in its sole discretion. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(f) The Company's obligations under any Leasehold Mortgage shall be subordinate to the Company's obligations under this Lease.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction or improvement of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any liability of an Indemnified Party resulting from a failure to comply with Section 107.170 of the Revised Statues of Missouri, as amended, with respect to the Project, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax

exemptions for materials or goods that become part of the Project, and (g) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (except in the case of failure to comply with Section 107.170), or (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the performance or failure to perform by the City or the Trustee of its obligations under this Lease, the Performance Agreement, or any related documents. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense, provided, such counsel shall be acceptable to the Company. Any one or more of the Indemnified Parties 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 such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic

corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease and the Performance Agreement, or (B) if not the Owner of 100% in principal amount of the Bonds outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease and the Performance Agreement; and, further provided, that if not the Owner of 100% in principal amount of the Bonds outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) $50,000,000. The term "net worth," as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company's expense, shall file all instruments the Owner of the Bonds shall deem necessary to be filed and shall continue or cause to be continued the liens of such instruments for so long as the Bonds shall be Outstanding. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project.

(a) *Purchase of the Entire Project*. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(1) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(2) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(3) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(4) an amount of money equal to the City's reasonable fees and expenses for its counsel in connection with such purchase; plus

(5) the sum of $10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

(b) *Purchase of a Phase of the Project*. The Company shall have, and is hereby granted, the option to purchase a phase of the Project (consisting of either the Phase 1 Project and the Phase 1 Site or the Phase 2 Project and the Phase 2 Site, each as defined in the Performance Agreement) at any time, upon payment in full of a portion of the Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture, in the amount described in this subsection. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option granted in this subsection shall be the sum of the following:

(1) the amount of money equal to the portion of the Cumulative Outstanding Principal Amount on the closing date for such purchase that is attributable to the phase of the Project to be purchased, which shall be determined by dividing (i) the total Project Costs paid with respect to such phase under **Section 4.4** hereof, by (ii) the total of all Project Costs paid under **Section 4.4** hereof, and then multiplying such quotient by the Cumulative Outstanding Principal Amount at the time of the closing date for such purchase and rounding such product to the nearest $1,000, which amount shall be deposited to the Bond Fund and applied to redeem outstanding Bonds in an equal principal amount on the earliest redemption date next succeeding the closing date); plus

(2) an amount of money equal to the interest to accrue to such redemption date on the Bonds to be redeemed pursuant to paragraph (1) immediately above and redemption expense, which amount shall be deposited to the Bond Fund; plus

(3) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(4) an amount of money equal to the City's reasonable fees and expenses for its counsel in connection with such purchase; plus

(5) the sum of $10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Upon payment of the purchase price relating to a phase, the Trustee shall note in its records the removal of phase from the Project. The City shall deliver a deed to the Company for the phase so purchased in the same manner as described with respect to the entire Project in **Section 11.2**, and after such conveyance to the Company, such phase shall no longer constitute part of the Project.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a deed as to the Project Site, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project.

(a) As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under the Performance Agreement. The amount of the purchase price under this Section shall be $10 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

(b) If the Final Abatement Year (as defined in the Performance Agreement) ends prior to **2057**, the Company shall exercise the option to purchase the entire Project under **Section 11.1(a)** of this Lease in December of the Final Abatement Year.

(c) If the Company fails to complete the purchase of the Project at the time required by this Section (or the purchase of a phase of the Project as required by **Section 3.2** of the Performance Agreement), the City is specifically authorized to convey the Project (or phase thereof) back to the Company with or without terminating this Lease and, in such case, may unilaterally terminate this Lease by an instrument signed by the City alone.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60 day period, and (2) the Company diligently prosecutes such cure to completion); or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after

the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Project Site or any material portion thereof remains uncared for and abandoned for a period of 180 consecutive days; or

(f) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement, following any applicable notice and grace period provided in the Performance Agreement.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond any applicable grace period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such Event of Default shall continue beyond any applicable grace period, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses incurred by the City or the Trustee) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and

injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing (except with respect to the Unassigned Rights), the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

Upon the satisfactions of the conditions set forth herein, the assignor shall be relieved of all further liability occurring on and after the effective date of such assignment.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) For any assignment of this Lease (except to a Financing Party as collateral or to an affiliate of the Company into which the Company would be permitted to merge pursuant to **Section 10.7**) or any sublease not otherwise specifically permitted under this Section, the Company shall obtain the prior written consent of the City, to be given in the sole discretion of the City.

(d) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(e) The City agrees that any requested consent or signature of the City to any sublease or assignment under this Article, including any related document, may be given by the City Manager, in his or her discretion, without further approval of the City Council.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Prohibition Against Fee Mortgage of Project. Except at the request of the Company, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, unless stated that such matter is in the City's sole discretion, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: David Cameron
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

WHITE SHIRTS, LLC,
a Missouri limited liability company

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Greene County, Missouri:

TRACT I:

ALL OF THE SOUTHWEST QUARTER (SW¼ OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21) EXCEPT TWO ACRES IN THE SOUTHWEST CORNER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼), THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS. THENCE WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING; CONTAINING 8 ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART FOR HIGHWAYS; AND

TRACT II:

ALL BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS; WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING CONTAINING TWO ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI. EXCEPT ANY PART TAKEN FOR HIGHWAY OR USED FOR ROAD PURPOSES.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

Phase 1 Project:

Two office buildings, each approximately 14,400 square feet, together with related site work and infrastructure.

Phase 2 Project:

A third office building of approximately 14,400 square feet and an industrial warehouse building of approximately 9,600 square feet, together with related site work and infrastructure; provided that, at the option of the Company to be exercised by written notice to the City prior to commencement of construction on the industrial warehouse building, the industrial warehouse building may be added to the Phase 1 Project and deleted from the Phase 2 Project.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: BOKF, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF AUGUST 1, 2026, BETWEEN CITY OF SPRINGFIELD, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF AUGUST 1, 2026, BETWEEN CITY OF SPRINGFIELD, MISSOURI AND WHITE SHIRTS, LLC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total amount shown below is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

Date of Project Costs	***Amount Submitted in this Requisition***	***Requisitions Submitted to Date (Including this Requisition)***

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the acquisition, construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

WHITE SHIRTS, LLC

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

EXHIBIT D

FORM OF CERTIFICATE OF INSURANCE COMPLIANCE

The undersigned, being the Authorized Company Representative for White Shirts, LLC, as tenant (the "Company"), under a certain Lease Agreement dated as of August 1, 2026, between the City of Springfield, Missouri (the "City"), and the Company (the "Lease"), and as beneficiary of the City's Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026, issued pursuant to a certain Trust Indenture dated as of August 1, 2026 (the "Indenture"), hereby certifies pursuant to Article VII of Lease:

1. All capitalized terms used in this Certificate and not otherwise defined herein shall have the meanings set forth in the Lease.

2. The policies of insurance required to in place pursuant to Article VII of the Lease are effective and the premiums with respect thereto have been paid in full as of the date set forth below. Such policies comply with the terms and provisions set forth in Article VII, and the Company is in compliance with the provisions of Article VII.

3. The undersigned will notify the Trustee 10 days prior to any cancellation or material change to such policies; the policies currently in effect have an expiration date of _____, 20___.

4. The Trustee may conclusively rely on this Certificate of Insurance Compliance without further investigation.

5. Attached hereto are insurance certificates showing compliance with the liability and property insurance requirements of Article VII of the Lease.

IN WITNESS WHEREOF, the undersigned Authorized Company Representative has signed this Certificate, and the statements of fact made in this Certificate are true and correct.

_____
Authorized Company Representative

Date: _____

ATTACHMENTS:

1. Liability insurance certificate(s)
2. Property insurance certificate(s)

Note: all insurance certificates must show the City and the Trustee as additional insureds.

APPENDIX I

PERFORMANCE AGREEMENT

(See Tab No. ___)

Exhibit D

$32,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF SPRINGFIELD, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(ANDY'S HEADQUARTERS PROJECT)
SERIES 2026

DATED AS OF AUGUST 1, 2026

BOND PURCHASE AGREEMENT

Mayor and City Council
Springfield, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, White Shirts, LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of Springfield, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Bonds"), to be issued by the City, under and pursuant to an Ordinance passed by the governing body of the City on _____ ___, 2026 (the "Ordinance") and a Trust Indenture dated as of August 1, 2026 (the "Indenture"), by and between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease, the Performance Agreement and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for White Shirts, LLC, a Missouri limited liability company (the "Company"), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease, the Indenture, or the Performance Agreement; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $32,000,000.

As used herein, the term "Closing Date" shall mean _____ ___, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City as the amount required to fund the initial disbursement from the Project Fund on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $32,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party's negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties 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 such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, the Performance Agreement, this Agreement and the Lease and any other instrument contemplated thereby and they shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds,

or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the address of the City as provided in the Indenture for notices to the City required thereunder; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the address of the Company as provided in the Indenture for notices to the Company thereunder.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any party to which the Lease is assigned, or otherwise may be assigned with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

Exhibit D

WHITE SHIRTS, LLC,
a Missouri limited liability company,
as Purchaser and Company

By: _____
Name:
Title:

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: David Cameron
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

Exhibit E

PERFORMANCE AGREEMENT

Dated as of August 1, 2026

BETWEEN

CITY OF SPRINGFIELD, MISSOURI

AND

WHITE SHIRTS, LLC

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of August 1, 2026 (the "**Agreement**"), between the **CITY OF SPRINGFIELD, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "**City**"), and **WHITE SHIRTS, LLC,** a Missouri limited liability company (the "**Company**");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **"Act"**), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, office industry, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council of the City gave notice to the affected taxing jurisdictions in accordance with Section 100.059.1 of the Act and held a public hearing to finance the costs of a project (the "**Project**") for the Company consisting of acquiring, constructing and improving certain real property located at the northeast corner of East Division Street and North LeCompte Road in the City (the "**Project Site**"), including the construction and improvement of office industry and industrial facilities on the Project Site, out of the proceeds of the industrial development revenue bonds to be issued under the Act to provide funds to pay the costs of the Project, and to lease or sell the Project to the Company for the purpose of financing the costs of the Project.

3. Pursuant to Ordinance No. _____ (the **"Ordinance"**) passed by the City Council, the City has approved a plan for the Company's economic development project and has been authorized to execute and deliver (a) a Trust Indenture of even date herewith (the "**Indenture**") between the City and BOKF, N.A., Kansas City, Missouri, as trustee (the "**Trustee**"), for the purpose of issuing and securing the City's Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), Series 2026, in the maximum principal amount of $32,000,000 (the "**Bonds**"), (b) a Lease Agreement of even date herewith (the "**Lease**") with the Company under which the City, as lessor, will construct, extend and improve the Project and will lease the Project to the Company, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds, and (c) this Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from *ad valorem* property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

4. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to construct, extend and improve the Project upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

Exhibit E

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the terms otherwise defined herein and on **Exhibit B** hereto, the following words and terms as used herein shall have the following meanings:

"Aggregate Tax Rate" has the meaning given on **Exhibit B**.

"Agreement" means this Performance Agreement dated as of August 1, 2026, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"Annual Compliance Report" means the Annual Compliance Report required to be filed by the Company by **Section 3.3** hereof, a copy of which is attached hereto as **Exhibit C**.

"Company" means White Shirts, LLC, a Missouri limited liability company, and its successors and assigns.

"County Average Wage" means, at any time, the amount equal to the average annual wage for Greene County, Missouri then published by the Missouri Department of Economic Development through its Missouri Economic Research and Information Center (MERIC) (or its successor).

"Excusable Delay" means any delay beyond the reasonable control of the Company caused by damage or destruction by fire or other casualty, strike, shortage of materials, civil disorder, war, wrongful failure or refusal of any governmental entity to issue any permits and/or legal authorization necessary for the construction of the Project, unavailability of labor, adverse weather conditions and any other events or conditions, which shall include but not be limited to any litigation interfering with or delaying the construction of all or any portion of the Project, which in fact prevents the Company from continuing construction of the Project.

"Final Abatement Year" means the earlier of (1) the last year of the Phase 1 Abatement Period or the Phase 2 Abatement period, whichever ends later, or (2) 2057.

"Indenture" means the Trust Indenture dated as of August 1, 2026, between the City and BOKF, N.A., Kansas City, Missouri, as Trustee, relating to the issuance of the Bonds, as amended or supplemented from time to time.

"Job" means a full-time position with the Company of not less than 37.5 hours per week at the Project Site that includes normal full-time employee benefits offered by the Company. Positions filled by workers who are not directly employed by the Company do not qualify as "Jobs" for purposes of this definition. Positions reported as Jobs in an Annual Compliance Report must pay an average wage of at least 150% of the County Average Wage current as of the reporting date. Positions may be excluded from the Annual Compliance Report if inclusion would reduce the average wage of positions reported below such average wage requirement.

"Phase 1" shall mean the Phase 1 Site and the Phase 1 Project.

"Phase 1 Abatement Period" means the period starting the first January 1 after construction is commenced on any building that is part of the Phase 1 Project and running for 25 calendar years, ending on December 31st in the 25th calendar year of the Phase 1 Abatement Period. For avoidance of doubt, if

construction is commenced on any building that is part of the Phase 1 Project in 2027, the first year of the Phase 1 Abatement Period would be 2028 and the last year would be 2052.

"Phase 1 Project" shall have the meaning provided in **Exhibit A** attached hereto.

"Phase 1 Site" shall mean the portion of the Project Site that is allocable to the Phase 1 Project, estimated at approximately 80% of the Project Site.

"Phase 2" shall mean the Phase 2 Site and the Phase 2 Project.

"Phase 2 Abatement Period" means the period starting the first January 1 after construction is commenced on any building that is part of the Phase 2 Project and running for 25 calendar years, ending on December 31st in the 25th calendar year of the Phase 2 Abatement Period. For avoidance of doubt, if construction is commenced on any building that is part of the Phase 2 Project in 2031, the first year of the Phase 2 Abatement Period would be 2032 and the last year would be 2056.

"Phase 2 Project" shall have the meaning provided in **Exhibit A** attached hereto.

"Phase 2 Site" shall mean the portion of the Project Site that is allocable to the Phase 2 Project, estimated at approximately 20% of the Project Site.

"PILOT Payments" or **"PILOTS"** means the payments in lieu of taxes provided for in **Article III** hereof.

"Project" means, collectively, the Project Site and the Project Improvements as they may at any time exist.

"Project Improvements" shall have the meaning provided in **Exhibit A** attached hereto.

"Project Site" means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof.

"Required Number of Jobs" means 64 Jobs starting with the 2030 Test Date and 70 Jobs starting with the first test date that is at least one year after a certificate of occupancy has been granted by the City for the Phase 2 Project; provided that the number of Jobs shall remain at 64 if the Phase 2 Project is not completed; and further provided that the number of Jobs shall increase to 70 starting with the 2032 Test Date if the Company exercises the option to add the industrial warehouse building described on Exhibit A to the Phase 1 Project.

"Scheduled PILOT Payments" means those payments calculated in accordance with **Section 3.2(a)**.

"Taxes Otherwise Due" means the *ad valorem* real property taxes that would have been due on the Project for the year were it not for ownership thereof by the City, as calculated by the City using the then-current Aggregate Tax Rate.

"Test Date" means October 31 of each year, beginning on October 31, 2030 and ending on October 31 of the Final Abatement Year.

ARTICLE II

REPRESENTATIONS

Section 2.1. City's Representations. The City hereby represents that the Project will significantly benefit the City of Springfield and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

Section 2.2. Company's Representations. The Company hereby represents that the Project will significantly benefit the City of Springfield and the State of Missouri by (i) stimulating economic development in the City and the State; and (ii) increasing local and state tax revenues.

ARTICLE III

PROPERTY TAX EXEMPTION; PAYMENT IN LIEU OF TAXES

Section 3.1. Property Tax Exemption. So long as the City owns title to the Project, the City expects that the Project will be exempt from *ad valorem* property taxes. The first year of the exemption period for purposes of this Agreement shall begin with tax year **2026**. Notwithstanding any other provision of this Agreement to the contrary, the last year of such exemption period shall be no later than tax year **2057**. The Company covenants and agrees that, during each year the Project is exempt from *ad valorem* taxes by reason hereof, the Company will make annual payments in lieu of taxes to the City (each such payment, a "**PILOT**" or "**PILOT Payment**") as described in this **Article III**. The City and the Company hereby agree that the tax abatement provided by this Agreement shall only apply to property financed with the proceeds of the Bonds (i.e., property constituting a part of the Project) and shall not apply to property not financed with proceeds of the Bonds. No machinery or equipment shall be purchased with the proceeds of the Bonds, except for HVAC and other systems that support building operations as opposed to production systems or office equipment within a building.

Section 3.2. Payments In Lieu of Taxes for Project.

(a) The Company covenants and agrees to make PILOT Payments to the City on or before each December 31, commencing December 31, 2026, as follows:

(1) For each year in which the Phase 1 Site and the Phase 2 Site are both owned by the City, the amount calculated as follows: ($52,690 / 100) x Aggregate Tax Rate; provided that, for each year in which only the Phase 2 Site is owned by the City, the amount calculated as follows: ($10,538 / 100) x Aggregate Tax Rate.

(2) For each year, beginning with the start of the Phase 1 Abatement Period, in which the Phase 1 Site and/or the Phase 2 Site are owned by the City, the amount calculated as provided in **Exhibit B** hereto as the "Incremental Land Value PILOT."

(3) During each year of the Phase 1 Abatement Period, a PILOT Payment shall be due for the Phase 1 Project in the amount calculated as provided in **Exhibit B** hereto for the Phase 1 Project.

(4) During each year of the Phase 2 Abatement Period, a PILOT Payment shall be due for the Phase 2 Project in the amount calculated as provided in **Exhibit B** hereto for the Phase 2 Project.

(b) To the extent that the Phase 1 Project remains in City ownership after the end of the Phase 1 Abatement Period and/or the Phase 2 Project remains in City ownership after the end of the Phase 2 Abatement Period, the Company covenants and agrees to make PILOT Payments to the City on or before each December 31 in an amount calculated to equal 100% of the Taxes Otherwise Due on such phase(s) of the Project.

(c) In order to aid in the calculations described above in subsection (a) and **Exhibit B**, the Company shall certify to the City, on each November 15 until completion of construction for each phase of the Project, the percentage of completion of each building (by dollar amount of investment versus expected total investment) and total square footage of each building under construction for each phase as of January 1 of such calendar year.

(d) The Company shall exercise the option to purchase Phase 1 under **Section 11.1(b)** of the Lease on the date of termination of the Phase 1 Abatement Period, after which exercise and conveyance to the Company, Phase 1 shall no longer constitute part of the Project.

(e) If the Phase 2 Abatement Period terminates prior to December 31, 2057, the Company shall exercise the option to purchase Phase 2 under **Section 11.1(b)** of the Lease on the date of termination of the Phase 2 Abatement Period, after which exercise and conveyance to the Company, Phase 2 shall no longer constitute part of the Project.

Section 3.3. Adjustment to PILOT Payments Based on Certain Failures by Company.

(a) If the Company fails to complete the Project Improvements for the Phase 1 Project by December 31, 2030, then in addition to any other remedies that may be available to the City under the Lease or hereunder, the PILOT Rates for the Phase 1 Project, the Phase 2 Project and the incremental land value PILOT for each year after 2030 shall be increased to 100%.

(b) In the event the Company fails to make an investment in the Project equal to or greater than $15,000,000 on or before December 31, 2030, the PILOT Rates for the Phase 1 Project, the Phase 2 Project and the incremental land value PILOT for each year after 2030 shall be increased to 100%.

(c) If for any reason a cessation of construction of either the Phase 1 Project or the Phase 2 Project occurs after construction has commenced on such phase of the Project and prior to completion of such phase of the Project, the PILOT Rate for such phase of the Project shall be increased to 100% for each year following such cessation of construction including the year of cessation of construction, during which such cessation of construction continues. "Cessation of construction," for the purpose of this paragraph, means no construction activities have occurred on the applicable phase of the Project for a period of 90 consecutive days, except during any period of Excusable Delay or if the Company's interest in this Agreement has been transferred pursuant to **Article V** hereof and the construction of the applicable phase of the Project continues thereafter.

(d) If the Company fails to maintain the Required Number of Jobs at the Project Site as of any Test Date, as certified by the Company in writing to the City Clerk (measured by determining the actual number of Jobs on the last day of each month on each of the immediately preceding 12 months ending on each Test Date and then calculating the 12-month average), the Company shall pay an

additional PILOT Payment to the City on or before December 31 of each such calendar year in an amount equal to the following:

(1 - (average number of Jobs / Required Number of Jobs)) x (Taxes Otherwise Due *less* Scheduled PILOT Payments)

The Company shall file with the City annually, commencing on November 15 immediately following the first Test Date, and continuing on each November 15 thereafter while this Agreement remains in effect, an Annual Compliance Report in the form attached hereto as **Exhibit C**. The Company also agrees to provide reasonable access to the Company's records for purposes of verifying the number of Jobs reported. The calculations set forth in this subsection shall be performed as of each Test Date, with any resulting PILOT Payment due as a result of such calculation to be applicable for the year in which such Test Date occurs.

If an Annual Compliance Report submitted by the Company pursuant to this subsection shows that the number of Jobs as of the Test Date for such year has been reduced by more than 25% from the preceding Test Date, or is less than 50% of the Required Number of Jobs, the Company shall make a PILOT Payment to the City equal to 100% of the Taxes Otherwise Due, starting with December 31 of the calendar year following the due date for such Annual Compliance Report and on each December 31 thereafter for each year in which the Project is, on January 1 of such year, still owned by the City.

(e) If for any reason the Company completely vacates, abandons or ceases operations at the Project Site during the term of this Agreement, and fails to exercise its option to purchase the Project within 90 days after such vacancy, abandonment or cessation of operations, the Company shall make a PILOT Payment to the City equal to 100% of the Taxes Otherwise Due, starting with December 31 of the calendar year in which such cessation occurs and on each December 31 thereafter for each year in which the Project is, on January 1 of such year, still owned by the City.

(f) The maximum PILOT Payment (including all payments under **Section 3.2** and **Section 3.3** hereof) for any year pursuant to this Agreement shall not exceed 100% of the Taxes Otherwise Due.

Section 3.4. Distribution of PILOTS. Within 30 days of the date of receipt of each PILOT, the City shall or shall cause the County or another designated billing/collection agent to distribute each PILOT among the taxing jurisdictions in proportion to the amount of taxes which would have been paid for such year had the Project not been exempt from taxation pursuant to this Agreement.

Section 3.5. Obligation of City to Effect Tax Abatement. The City agrees to take, at the Company's expense, all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 3.1** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of Greene County, Missouri or any other governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company's request and at the Company's expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 3.6. Administration Costs. Under Section 100.050 of the Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the plan, including costs associated with administering this Agreement. In addition to the PILOT Payments, the Company agrees to make an annual payment of $5,000 to the City for administrative costs connected with this Agreement. Said payments will be made at the time PILOT Payments are made.

Section 3.7. Other Property Taxes In Connection with the Project. The property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period it is owned by the City. If any *ad valorem* property taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any *ad valorem* taxes levied against the Company's rights in the Lease), the amount of *ad valorem* tax payments related to such levy or levies which are paid by the Company and received by the City and other taxing jurisdictions shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 3.8. Credits for Certain Payments. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit hereunder to the extent it has made any payment for *ad valorem* property taxes on the Project to Greene County, Missouri during any period in which the Project is owned by the City.

Section 3.9. Company's Right To Protest Taxes. Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. However, no such appeal, protest or contest shall affect the amount or timing of PILOT Payments to be made under this Agreement.

Section 3.10. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.

Section 4.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

Section 4.3. Construction and Improvement of the Project. The Project will be constructed and improved consistent with the provisions of the Lease. In the event the Project is not constructed and improved in compliance with the provisions of the Lease, the City reserves the right to declare an Event of Default in accordance with **Section 6.1** hereof.

Section 4.4. Representations and Warranties.

(a) The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is authorized to do business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the organizational documents of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the best of the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to perform under this Agreement; and

(5) The Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project.

(b) The City represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement have been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to perform under this Agreement.

Section 4.5. Survival of Covenants. All warranties, representations, covenants and agreements of the Company and the City contained herein shall survive termination of this Agreement for any reason.

Section 4.6. Indemnification. The Company shall indemnify and defend the City to insure that the City and the Trustee are held harmless from and against all claims, demands, costs, liabilities,

damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of the Lease, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the term of the Lease from any event described in **Section 10.5** of the Lease to the extent and subject to the limitations provided therein. The Company hereby grants such warranties regarding environmental matters as set forth in **Section 4.9** of the Lease. This section shall not apply to the negligence or willful misconduct of the City or its officers, employees or agents.

Section 4.7. Costs of Issuance of the Bonds. The Company agrees to pay on the date of the initial issuance of the Bonds, all costs of issuance incurred in connection therewith.

Section 4.8. Sales Tax Exemptions. Upon request of the Company after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project on the Project Site and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the City; but nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein. Notwithstanding the foregoing, the Company may, without the City's consent, transfer its interests in this Agreement to any entity or person to whom the Lease has been assigned in accordance with **Article XIII** thereof.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) the Company fails to make any PILOT Payments required to be paid hereunder within 10 days after written notice and demand by the City; or

(b) the Company shall fail to perform any of its obligations hereunder for a period of 60 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure which notice shall include a specific description of the Company's failure hereunder); provided, however, that if such failure is not subject to cure within such 60 days, such failure shall not constitute an Event of Default

hereunder if the Company initiates action to cure such default and pursues such action diligently; or

(b) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 60 days (or such longer period as the City and the Company may agree in writing) after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied; provided, that if such matter is not subject to cure within such 60 days (or such longer period as the City and Company agree in writing) after such notice, the Company fails to initiate action to cure the default within such 60 days after such notice and fails to pursue such action diligently.

Section 6.2. Remedies on Default. Upon an Event of Default hereunder this Agreement may be terminated by written notice to the Company from the City. Within thirty days of written notice of the dollar amounts due (which shall be given to the Company by the City as soon as possible after such amounts are ascertainable), the Company shall make a PILOT Payment to the City equal to (i) the pro rata amount payable pursuant to **Article III** hereof from January 1 of the year in question through the effective date of termination, plus (ii) the pro rata amount of taxes that would be due for the remaining portion of the year assuming the Project was placed on the tax rolls effective on the date of termination through December 31; provided, however, the payment of PILOTS following cessation of construction shall be governed by **Section 3.3**.

Upon any termination of this Agreement the Company agrees to pay interest and penalties on all amounts due hereunder to the same extent as if such payments were taxes under Missouri law.

Section 6.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Missouri law on overdue *ad valorem* real estate taxes from the date such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments due and owing under this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

Section 6.5. Failure of the City to Perform its Obligations. In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 60 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 60 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

ARTICLE VII

TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article VI** hereof), shall have an initial term commencing as of the date of this Agreement and terminating on **December 1, 2057** (the "**Stated Expiration Date**"). This Agreement shall automatically terminate prior to the Stated Expiration Date in the event the Bonds (or any Bonds issued to refund the Bonds) are no longer outstanding.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 8.2. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.3. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.4. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 8.5. Entire Agreement. This Agreement constitutes the entire agreement relating to the subject matter contained herein and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.6. Electronic Storage of Documents. The City and the Company agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 8.7. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Indenture.

Section 8.8. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City on or before November 15 of each year during the term of this Agreement, beginning November 15, 2026, and also upon execution of this Agreement.

Section 8.9. Complete Agreement. The Company and the City understand that oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Company and the City from misunderstanding or disappointment, any agreements the Company and the City reach covering such matters are contained in this Agreement and the Lease, which are the complete and exclusive statements of the agreement between the Company and the City, except as the Company and the City may later agree in writing to modify this Agreement and the Lease.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, all as of the date first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: David Cameron
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Anita Cotter
Title: City Clerk

Approved as to Form:

By: _____
City Attorney

WHITE SHIRTS, LLC,
a Missouri limited liability company

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Greene County, Missouri:

TRACT I:

ALL OF THE SOUTHWEST QUARTER (SW¼ OF THE SOUTHWEST QUARTER (SW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21) EXCEPT TWO ACRES IN THE SOUTHWEST CORNER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼), THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS. THENCE WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING; CONTAINING 8 ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART FOR HIGHWAYS; AND

TRACT II:

ALL BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TEN (10), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE NORTH 12 POLES AND 16 LINKS; THENCE EAST 25 POLES AND 7 LINKS; THENCE SOUTH 12 POLES AND 16 LINKS; WEST 25 POLES AND 7 LINKS TO THE PLACE OF BEGINNING CONTAINING TWO ACRES, MORE OR LESS, IN GREENE COUNTY, MISSOURI. EXCEPT ANY PART TAKEN FOR HIGHWAY OR USED FOR ROAD PURPOSES.

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

Phase 1 Project:

Two office buildings, each approximately 14,400 square feet, together with related site work and infrastructure.

Phase 2 Project:

A third office building of approximately 14,400 square feet and an industrial warehouse building of approximately 9,600 square feet, together with related site work and infrastructure; provided that, at the option of the Company to be exercised by written notice to the City prior to commencement of construction on the industrial warehouse building, the industrial warehouse building may be added to the Phase 1 Project and deleted from the Phase 2 Project.

EXHIBIT B

PILOT CALCULATIONS

Incremental Land Value PILOT

In each year of the Phase 1 Abatement Period, a PILOT Payment shall be made in the amount calculated as follows:

((Incremental Land AV Assumption / 100) x Aggregate Tax Rate) x PILOT Rate

and

In each year of the Phase 2 Abatement Period starting with the year after the end of the Phase 1 Abatement Period, a PILOT Payment shall be made in the amount calculated as follows:

(((Incremental Land AV Assumption x 20%) / 100) x Aggregate Tax Rate) x 50%

Phase 1 Project PILOT

In each year of the Phase 1 Abatement Period, a PILOT Payment shall be made for the Phase 1 Project in the amount calculated as follows, for each building within the Phase 1 Project:

(((Actual Square Footage x AV per Square Foot) x Completion Percentage) / 100) x Aggregate Tax Rate) x PILOT Rate

Phase 2 Project PILOT

In each year of the Phase 2 Abatement Period, a PILOT Payment shall be made for the Phase 2 Project in the amount calculated as follows, for each building within the Phase 2 Project:

(((Actual Square Footage x AV per Square Foot) x Completion Percentage) / 100) x Aggregate Tax Rate) x PILOT Rate

For purposes of this Exhibit B and the Agreement to which this Exhibit B is attached, the following terms shall have the following meanings:

"Actual Square Footage" means the square footage of each building actually completed or under construction as of January 1 of the applicable year within the Phase 1 Project or the Phase 2 Project, as applicable. The entire planned square footage of any building for which foundation work has commenced shall be deemed to be under construction for purposes of this definition.

"Aggregate Tax Rate" means, at the time of calculation, the total of all *ad valorem* real property tax levy rates imposed by taxing jurisdictions that would be applicable to commercial real property located at the Project Site were it not for ownership thereof by the City.

"Completion Percentage" means the percentage of completion of the applicable building certified by the Company in accordance with this **Section 3.2** of the Agreement; provided that, the Completion Percentage shall be deemed to be 100% for a building upon the earlier of (1) the date on which the percentage of completion for such building is certified to be 100% by the Company, or (2) the date on which a certificate of occupancy is granted for such building by the City.

"Incremental Land AV Assumption" shall have the following meanings for the following years (note that the years shown may begin earlier and extend beyond the applicable abatement periods but that this table shall in no way serve to start or extend an abatement period):

Calendar Year	Incremental Land AV Assumption
2027	$253,460
2028	253,460
2029	262,645
2030	262,645
2031	272,105
2032	272,105
2033	281,849
2034	281,849
2035	291,885
2036	291,885
2037	302,222
2038	302,222
2039	312,869
2040	312,869
2041	323,836
2042	323,836
2043	335,132
2044	335,132
2045	346,767
2046	346,767
2047	358,750
2048	358,750
2049	371,094
2050	371,094
2051	383,807
2052	383,807
2053	439,054
2054	439,054
2055	452,542
2056	452,542
2057	466,434

[remainder of page intentionally left blank]

"AV per Square Foot" shall have the following meanings, to be applied separately to the applicable Actual Square Footage consisting of office building(s) and of industrial building(s), for the following years (note that the years shown may begin earlier and extend beyond the applicable abatement period but that this table shall in no way serve to start or extend an abatement period):

Calendar Year	Office Building	Industrial Building
2026	$47.00	$43.00
2027	48.41	44.29
2028	48.41	44.29
2029	49.86	45.62
2030	49.86	45.62
2031	51.36	46.99
2032	51.36	46.99
2033	52.90	48.40
2034	52.90	48.40
2035	54.49	49.85
2036	54.49	49.85
2037	56.12	51.34
2038	56.12	51.34
2039	57.80	52.88
2040	57.80	52.88
2041	59.54	54.47
2042	59.54	54.47
2043	61.32	56.11
2044	61.32	56.11
2045	63.16	57.79
2046	63.16	57.79
2047	65.06	59.52
2048	65.06	59.52
2049	67.01	61.31
2050	67.01	61.31
2051	69.02	63.15
2052	69.02	63.15
2053	71.09	65.04
2054	71.09	65.04
2055	73.22	66.99
2056	73.22	66.99
2057	75.42	69.00

Note: 2026 values are included solely to demonstrate the starting point for calculations of AV per Square Foot for each type of building prior to inflation assumptions.

[remainder of page intentionally left blank]

"PILOT Rate" means, separately, for each year of the Phase 1 Abatement Period and the Phase 2 Abatement Period, the following percentages:

Year of Applicable Abatement Period	PILOT Rate
1	10%
2	10%
3	10%
4	10%
5	10%
6	10%
7	10%
8	10%
9	10%
10	10%
11	25%
12	25%
13	25%
14	25%
15	25%
16	40%
17	40%
18	40%
19	40%
20	40%
21	50%
22	50%
23	50%
24	50%
25	50%

EXHIBIT C

ANNUAL COMPLIANCE REPORT

Date: November ____, 20__

A. COMPANY INFORMATION.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact: _____ Telephone: _____

Title: _____ Fax: _____

B. EMPLOYMENT INFORMATION.

Average Annual Number of "Jobs" at the Project
as of October 31, 20__ (the October 31st immediately prior to this Report): _____

Attached is a copy of a report verifying the above calculation containing at a minimum the following information for each Job:

1. Employee Identification Number or other agreed upon designation.
2. Hire Date.
3. Termination Date.
4. Wages associated with each Job

C. CERTIFICATION.

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Annual Compliance Report contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect in any material respect.

Dated this ___ day of _____, _____.

Signature: _____
Name: _____
Title: _____

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-160 (LEE)

FILED: 07/15/2026

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the General Manager of City Utilities of Springfield, Missouri ("City Utilities") or his designee, on behalf of City Utilities, to enter into an agreement with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

PURPOSE: To authorize the General Manager of City Utilities of Springfield, Missouri ("City Utilities"), or designee, on behalf of City Utilities to enter into a contract with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

BACKGROUND INFORMATION: Section 16.11 of the Springfield City Charter requires that City Council make or cause to be made a complete audit of the preceding year's operations of City Utilities at least annually. Appointment of an auditor is being made through the Request for Proposal ("RFP") process.

REMARKS: A five-member Audit Selection Committee composed of City Utilities and City of Springfield staff issued an RFP to the top twenty national accounting firms. Six responses to the RFP were received. The Board of Public Utilities of the City of Springfield, Missouri (the "Board"), reviewed the Audit Selection Committee's evaluation and ranking according to the selection criteria outlined in the RFP. The Board has recommended the selection of Forvis Mazars, LLP to the Finance and Administration Committee.

City Utilities is recommending that City Council approve the selection of and authorize entering into a contract with Forvis Mazars, LLP for fiscal years 2026-2030. A copy of the proposed contract is attached as "Exhibit 1." Appropriations will be provided in City Utilities' 2027 Annual Operating Budget.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. CU contract with Forvis Mazar
2. Exhibit 1 - Agreement RFP 83296

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-160 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the General Manager of City Utilities of Springfield, Missouri ("City Utilities") or his designee, on behalf of City Utilities, to enter into an agreement with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

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

Section 1 – That the General Manager of City Utilities, or designee, on behalf of City Utilities, is hereby authorized to enter into an agreement with Forvis Mazars, LLP, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for council action: _____, City Manager

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between the CITY UTILITIES OF SPRINGFIELD, MISSOURI, hereinafter referred to as "City Utilities" and

Company Name [include applicable dba(s)]	**Organized As (circle one)**
	Corporation / LLC / Partnership Individual or Sole Trader
Registered Address	
_____ Address 1 _____ Address 2 _____ _____ _____ City State Zip	

WITNESSETH:

THAT, WHEREAS, City Utilities issued a Request for Proposal and/or a Request for Best and Final Offer and Contractor submitted a proposal and/or a best and final offer (BAFO) to furnish the material and perform the work described in the Contract Documents on the terms set forth in his offer, and,

WHEREAS, City Utilities duly accepted the proposal and awarded a contract therefore to Contractor, based upon said proposal or BAFO,

NOW, THEREFORE, IT IS AGREED,

1. The Contract Documents (as defined in the RFP Requirements) are attached hereto as Exhibit A (Original RFP Document and Contractor's Proposals and Submissions) and Exhibit B (Agreed upon modifications to the Contract Documents – Negotiated Terms and Conditions or Exceptions/Clarifications) and made a part hereof by reference, and those, together with this agreement, comprise the entire agreement between the parties. If any information is found to be in contradiction between Exhibit A and Exhibit B, the information in Exhibit B will prevail.

2. The Contractor agrees, in the manner set forth in the Contract Documents, to furnish all labor, equipment, and materials necessary to perform the work herein described at the price established in the Bid Form of the Contract Documents. Time is of the essence in completion of this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY UTILITIES OF SPRINGFIELD, MISSOURI

By:

Name: _____

Title: _____

ATTEST: _____

Approved as to Form and Content: _____ _____
CU Legal Counsel Date

CONTRACTOR:

_____
Company Name

_____
By: Authorized Representative's Signature

_____
Print Name

_____
Title

ATTEST:

_____
Signature

_____
Print Name

_____
Title

----- END OF DOCUMENT -----

Agreement for RFP 83296 – Professional Auditing Services

EXHIBIT A

SECTION I

Original RFP Document

SECTION II

Contractor's Proposals and Submissions

EXHIBIT B

SECTION I

Exceptions/Clarifications

EXHIBIT A - SECTION I

Original RFP Document

REQUEST FOR PROPOSAL

City Utilities of Springfield, Missouri
www.cityutilities.net

BIDDING EVENT #: 83296 **VERSION:** 2
ORIGINAL ISSUE DATE: 3/24/2026 **VERSION ISSUE DATE:** 4/14/2026
CLOSE DATE/TIME: 4/21/2026 at 2:00 PM (Central Time)

PURCHASING CONTACT	BIDDING EVENT TITLE
Nathan Alexander [E] Nathan.Alexander@cityutilities.net [P] (417) 831-8824	Professional Auditing Services

***** This is a new Version of Bidding Event 83296. Details of the changes that have been made are listed within the Bidding Event Version Changes section of this document. *****

I. General Bidding Event Parameters

Description / Scope of Work

As required by Section 16.11 of the City Charter, City Utilities is requesting proposals from qualified firms of Certified Public Accountants to audit City Utilities' financial statements, for the fiscal year ending September 30, 2026. City Utilities is also requesting the option, if exercised by City Utilities, of auditing City Utilities' financial statements for each of the four (4) subsequent September 30 fiscal year ends. These audits are to be performed in accordance with generally accepted auditing standards, standards applicable to financial audits contained in the most recent Government Auditing Standards issued by the U.S. Government Accountability Office, and other applicable laws and regulations. More specifically, City Utilities requires the following services:

1. Audit of the City Utilities basic financial statements for the fiscal years ending September 30. (Refer to Part Four – Information on City Utilities for explanation.)

2. Single Audit of Federal Awards for fiscal years ending September 30 to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200, Subpart F).

3. Audit of Under (Over) Recoveries of the Fuel Adjustment Clause for fiscal years ending September 30.

4. Independent Auditors Report on Compliance with Financial Test required by the Missouri Solid Waste Management Law for fiscal years ending September 30, which measures financial capacity for power generation ash landfills closure costs.

5. Procedures necessary (i.e. subsequent events review) for inclusion of City Utilities financial information in the City of Springfield's annual report.

STATUS OF CONTRACTOR(S)

The Auditor represents himself/herself to be an independent contractor(s) offering such services to the general public and will not represent himself/herself or his/her employees to be employees of City Utilities. Therefore, the contractor(s) will assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold City Utilities, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

*****PLEASE SEE SUPPLEMENTAL BID DOCUMENT FOR COMPLETE, DETAILED SCOPE OF WORK*****

Response Details

Proposals must be submitted to the Purchasing Department of City Utilities by the RFP Close Date/Time and per an approved submittal method specified within this RFP. Any proposal to this RFP received through an unauthorized submittal method and/or after the specified Proposal Close Date/Time WILL BE REJECTED.

Proposals will not be publicly opened or read since the selection process will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All bids shall be irrevocable for ninety (90) days after the posted end/due date.

Response Submittal Methods

1) Electronic Bid Attachment Tool (EBAT) - CU Preferred Method

Open to all bidders - NO REGISTRATION OR LOGIN REQUIRED.

https://scmsupplierportal.cityutilities.net/EBAT

OR GO TO www.cityutilities.net and click on the following links:

- For Businesses (at top of page)
- Purchasing
- Bidding Opportunities
- Electronic Bid Attachment Tool (EBAT)

Note**: If the total number of files exceeds the **maximum of 10**, or the total of all your files exceeds the **1 GB maximum**, additional files can be attached in a separate submission. Use the **same Event ID** for any subsequent submission. Each submission can include up to **10 files** and/or of **1 GB**, and the submission process can be repeated **multiple times** until all necessary files have been submitted. If utilizing multiple submissions, **ALL response submissions to the Bidding Event must be submitted prior to the Response Close Date/Time.

2) Mail / Express Mail / Hand Deliver

A Bidding Event responses submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside with the Bidding Event number and opening date/time. Bidding Event responses are to be addressed to:

City Utilities of Springfield, Missouri
Purchasing Manager
301 East Central St (65802) - physical location for hand delivery
PO Box 551
Springfield, MO 65801-0551

***** BIDDING EVENT RESPONSES VIA FAX OR EMAIL ARE NOT ACCEPTABLE ***** Questions related to this Bidding Event should be directed to the purchasing contact referenced in the upper left-hand corner on Page 1 of this document. Any response or correspondence to this Bidding Event should make reference to the Bidding Event number found at the top of Page 1 in this document.

***** SPECIAL NOTICE REGARDING HAND DELIVERY ***** Bidders are strongly encouraged to utilize the Electronic Bid Attachment Tool (EBAT) or Mail/Express Mail options for submittal of a bidding event response. If the hand delivery option is utilized, the person delivering the Bidding Event response will be required to check in with security in the Main Office lobby (physical address provided above) and request a CU Purchasing representative. Once notified, a CU Purchasing representative will meet the delivery person at the door to take possession of the Bidding Event response. This process may take several minutes to complete as Purchasing is located in the connecting building (Training Center) which is closed to the public. If the Bidding Event response is not physically in the hands of a CU Purchasing representative by the published opening date and time, it will be rejected.

*****PLEASE SEE SUPPLEMENTAL BID DOCUMENT SECTION 5 FOR ADDITIONAL SUBMISSION REQUIREMENTS*****

Access to Bidding Event Notifications and Bidder Registration

Only those bidders that have been registered to a Bidding Event by a City Utilities Purchasing representative will have access to Bidding Documents, updated Bidding Event Versions, and supplemental documents. You have been registered if you received an email notification of this Bidding Event directly from City Utilities. **IF YOU DID NOT RECEIVE AN EMAIL NOTIFICATION OF THIS BIDDING EVENT DIRECTLY FROM CITY UTILITIES**, then you need to immediately utilize the following link (click or copy and paste into a web browser), find the desired Bidding Event number/Title in the 'Bidding Opportunities' list, click on the 'Request to Participate' button and submit the requested company data to City Utilities.

https://scmsupplierportal.cityutilities.net/BiddingOpportunities

OR GO TO http://www.cityutilities.net and click on the following links:

- For Businesses (at top of page)

- Purchasing

-Bidding Opportunities

-Current Bidding Events

Bidders are advised that Bidding Event revisions containing additional information and instruction may be issued at any time. It is the Bidder's responsibility to ensure that it is registered as instructed herein.

Proposed Schedule of Activities

RFP Distribution Date	3/24/2026
Proposal Due Date	4/21/2026
Anticipated decision and selection of Vendor	5/19/2026

Interpretation to Bidder

A prospective proposer who is in doubt as to the meaning of any part of the RFP, or is seeking clarification or requesting approval of a material substitution ("Or Equal") and/or additional data/information, may submit a written request for interpretation. Such request is to be emailed to the CU Purchasing representative identified within this Bidding Event, as well as directly to the CU Purchasing department general email address at purchasing@cityutilities.net.

Any such interpretation, clarification, or recognition of a material substitution ("Or Equal") and/or additional data/information will be made by City Utilities via issuance of a Version. City Utilities will not be responsible for any explanation, permission, or interpretation of proposed documents unless the same is recognized and incorporated into a new RFP Version. An oral permission or interpretation has no legal force, authority, or effect. Failure of a proposer to submit a proposal on or in response to the latest revised RFP version may constitute grounds for rejection of that proposal.

All requests for interpretation, clarification, material substitution ("Or Equal") and/or additional information must be received by the Purchasing Department no later than five (5) calendar days prior to the posted Close Date/Time. **Requests received after that date will not be answered**.

Evaluation and Selection

Proposals submitted in response to this RFP will be evaluated by a four (4) member Audit Selection Committee.

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, clarifications, negotiations and a Best and Final Offer (BAFO) may be held only with selected firms who meet RFP requirements and fall within the competitive range as determined by City Utilities. City Utilities reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. However, City Utilities reserves the right to award a contract to a firm solely on the basis of its initial proposal submitted and without any further interview, discussion, clarification, and negotiation.

If City Utilities determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, City Utilities may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each proposal must comply with the requirements contained in the RFP. Deviation from requirements will be evaluated but may, at the discretion of City Utilities, result in the rejection of a proposal.

City Utilities will evaluate each proposal to determine which is the lowest and best (i.e., Best Value). City Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If City Utilities determines that a proposal has failed to meet an acceptable level on any factor listed below, City Utilities may reject that proposal.

EVALUATION CRITERIA

- Up to 50% Total Cost (Price and Fee Schedules)
- Up to 50% Overall qualifications, including, but not limited to, demonstrated expertise as evidenced by the content and presentation of the proposal in response to project requirements defined in the RFP

These evaluation criteria should be considered and thoroughly addressed when preparing a proposal. Based on the evaluation process described herein, a subject matter expert(s) and/or an evaluation committee comprised of City Utilities employees, will review the proposals.

Based on the evaluation process described, the Audit Selection Committee, will review the proposals and provide a recommendation to the Board of Public Utilities. The Board of Public Utilities will consider the recommendation of the Audit Selection Committee and determine which proposal is the lowest and best. The Board of Public Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

QUALITATIVE SCORING WILL BE BASED ON THE FOLLOWING CRITERIA DETAILED IN PART FIVE OF THE SUPPLEMENTAL BID DOCUMENT:

2.0 - TECHNICAL PROPOSAL

2.1 - QUALIFICATIONS, COMPETENCE, CAPACITY

2.2 - INDEPENDENCE / PROFESSIONAL RELATIONSHIPS

2.4 - FIRM QUALIFICATIONS AND EXPERIENCE

2.5 - PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS / EXPERIENCE OF ASSIGNED STAFF

2.6 - RELEVANT PRACTICE OFFICE EXPERIENCE

2.7 - SPECIFIC AUDIT APPROACH

2.8 - IDENTIFICATION OF ANTICIPATED PROBLEMS

2.9 - REPORT FORMAT

2.10 - OTHER INFORMATION / STAFF EDUCATION AND TURNOVER, ROTATION POLICY

Provide a copy of any and all proposed service agreements and/or contracts applicable to the anticipated services. All work for City Utilities is to be confidential and is to be treated as such by Consultant.

***** END OF SECTION *****

II. Bidding Event Instructions and Terms & Conditions

Bidding Event Instructions

This Bidding Event is subject to City Utilities of Springfield, Missouri RFP Standard Proposals Instructions (Rev. 12-3-2025) which are incorporated herein by reference and available upon request or online at https://www.cityutilities.net/290/Bidding-Documents

Bidding Event Terms & Conditions

Any order arising from this Bidding Event will be subject to City Utilities of Springfield, Missouri Standard Purchase Order Terms and Conditions (Rev 12-3-2025) which are incorporated herein by reference and available upon request or online at https://www.cityutilities.net/290/Bidding-Documents

Contract Documents

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, current RFP version, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if City Utilities accepts the Response to RFP without change. There will be no contract between the parties unless and until City Utilities issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement. **EXCEPTIONS IN THE RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.**

Change Order -- A change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO -- The best and final offer of the Contractor that is in response to the Request for BAFO.

Request for BAFO -- The document issued by City Utilities that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

***** END OF SECTION *****

III. Bidding Event Requirements

TRANSIENT EMPLOYER LAW

Any nonresident or foreign company who has W-2 employees working in Missouri must provide one of the following items to satisfy the Transient Employee Law (285.230 R.S.Mo. et.seq.)
requirements:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law
2. Proof of exemption from the Transient Employer Law.

If you have questions, please see www.dor.mo.gov/tax/business/register/ call 573-751-5860 or email BusinessTaxRegister@dor.mo.gov

REQUIRED UNAUTHORIZED ALIEN / FEDERAL WORK AUTHORIZATION COMPLIANCE

Company shall comply with the provisions of State of Missouri Statute Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program (E-Verify program) with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Copy of affidavit can be found and downloaded at CU website: https://www.cityutilities.net/290/Bidding-Documents

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page of the Department of Homeland Security E-Verify program's Memo of Understanding).

Additional information on E-Verify Program is at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm
or call 888-464-4218.

***** END OF SECTION *****

IV. Insurance Requirements

Any questions regarding insurance requirements should be directed to the City Utilities Risk management department, at (417) 831-8646, or

risk.management@cityutilities.net.

Without limiting any of its other obligations or liabilities, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by City Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of City Utilities against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval; provided City Utilities requires insurance carriers have a minimum A.M. Best rating of A-V11. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents. Evidentiary certificates of insurance, including evidence of the required policies and endorsements, shall be submitted to City Utilities and approved within ten (10) days after the Contractor's receipt of the Notice of the Award of this Contract and prior to the start of any work. However, failure to do so shall not operate as a waiver of these insurance requirements. City Utilities reserves the right to require complete, certified copies of all required insurance policies, including applicable endorsements required by these specifications, at any time. All insurance policies shall be specifically endorsed to provide thirty (30) days written notice by the issuing insurance company prior to cancellation thereof. Such notices, and all certificates, policies, endorsements and renewal certificates, shall be sent to Risk.Management@cityutilities.net, or mailed to:

Risk Manager
City Utilities of Springfield, Missouri
301 E Central Street
P O Box 551
Springfield, MO 65801-0551

The Contractor shall require any and all subcontractors with whom it enters into a contract to perform any Work on the Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of City Utilities, provide evidence of such insurance.

The Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold City Utilities harmless therefrom. At the option of City Utilities, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions, or the Contractor shall provide a financial guarantee satisfactory to City Utilities guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

In the event of a claim, the Contractor's insurance policy shall be primary to any of City Utilities' policies or liability. Any insurance or self-insurance maintained by City Utilities shall be excess and shall not contribute before exhaustion of the Contractor's policy.

The insurance requirements are intended to be minimum coverages, and City Utilities does not warrant that any required coverages or amounts will be sufficient protection for the Contractor or City Utilities. The Contractor will be responsible for any deficiencies thereof.

Minimum Scope and Limits of Insurance

INSURANCE REQUIREMENT	REQUIREMENT DETAILS	LIMITS
COMMERCIAL GENERAL LIABILITY (WITH PER OCCURRENCE & IN AGGREGATE LIMITS)	COMMERCIAL GENERAL LIABILITY (WITH PER OCCURRENCE & IN AGGREGATE LIMITS)	Per Occurence Limit: $1,000,000.00 In Aggregate Limit: $2,000,000.00
COMMERCIAL GENERAL LIABILITY (WITH PER OCCURRENCE & IN AGGREGATE LIMITS)	CGL - CU AS ADDITIONAL INSURED	
COMMERCIAL GENERAL LIABILITY (WITH PER OCCURRENCE & IN AGGREGATE LIMITS)	CGL - WAIVER OF SUBROGATION	
AUTOMOBILE LIABILITY (WITH PER OCCURRENCE LIMIT)	AUTOMOTIVE LIABILITY (WITH PER OCCURRENCE LIMIT)	Per Occurence Limit: $1,000,000.00
AUTOMOBILE LIABILITY (WITH PER OCCURRENCE LIMIT)	AUTO - CU AS ADDITIONAL INSURED	
WORKERS' COMPENSATION / EMPLOYER'S LIABILITY	WORKERS' COMPENSATION / EMPLOYER'S LIABILITY	
30-DAY CANCELLATION NOTICE	30-DAY CANCELLATION NOTICE	
Accountants and Auditors Professional Liability Insurance	Accountants and Auditors Professional Liability Insurance	Per Occurence Limit: $1,000,000.00 In Aggregate Limit: $1,000,000.00
Accountants and Auditors Professional Liability Insurance	Accountants and Auditors Professional Liability Insurance OTHER - CU AS ADDITIONAL INSURED	
Accountants and Auditors Professional Liability Insurance	Accountants and Auditors Professional Liability Insurance OTHER - WAIVER OF SUBROGATION	

Insurance Details

1. Commercial General Liability Insurance, Including Premises, Operations, Products and Completed Operations, Contractual Liability, Independent Contractors; Such Coverage Shall Apply to Bodily Injury and Property Damage on an “Occurrence Form Basis” with limits as stated above.

2. City Utilities shall be added as an Additional Insured to Commercial General Liability Policy.

3. - Waiver of Subrogation shall be included for Commercial General Liability Policy.

4. Automobile Liability Insurance Covering Bodily Injury And Property Damage for Owned, Non-owned and Hired Vehicles with a Combined Single Limit as stated above.

5. City Utilities shall be added as an Additional Insured to Automobile Liability Policy.

6. Workers' Compensation: Statutory Limits

Policy or self-insurance plan with statutory limits formally approved by the State of Missouri is required, even if no employees other than owners. Waiver of Subrogation, where permitted by law, shall be included.

Employer's Liability:
Bodily Injury by Accident --each accident ...$1,000,000
Bodily Injury by Disease--each employee limit...$1,000,000
Bodily Injury by Disease--policy limit...$1,000,000

7. Accountants and Auditors Professional Liability Insurance
Including or endorsed for Contractual Liability and providing
Coverage for Acts, Errors, or Omissions Committed
By Consultant with a Per Occurrence Limit of..... $1,000,000

8. Accountants and Auditors Professional Liability Insurance - City Utilities shall be added as an Additional Insured to policy.

9. Accountants and Auditors Professional Liability Insurance - Waiver of Subrogation shall be included.

***** END OF SECTION *****

V. Bidding Event Version Changes

Version 2 Changes

Addendum #1 has been added to answer various questions received from potential bidders. Three additional documents, Appendices D, E, and F have been added as part of the requests we have received.

***** END OF SECTION *****

VI. Attachments

Recognized and made a part of this Bidding Event are the following attachments:

File Name	Description
RFP 83296 Supplemental Bid Document.pdf	Supplemental Bid Document
RFP 83296 - Addendum 1.pdf	Addendum #1
Appendix D - CU AUP Final FY25.pdf	Appendix D
Appendix E - CU Fuel Report 25.pdf	Appendix E
Appendix F - CU ML 25.pdf	Appendix F

***** END OF SECTION *****

VII. Response Form

Questions / Requests for Submittals

*****PLEASE SEE ATTACHED SUPPLEMENTAL BID DOCUMENT FOR ALL REQUIREMENTS RELATED TO THIS BIDDING EVENT. PROPOSALS SHOULD ADDRESS ALL REQUIRED QUESTIONS AND PROVIDE ALL REQUESTED PRICING. TO THE EXTENT PRACTICABLE, PLEASE PROVIDE YOUR RESPONSES IN THE SAME ORDER AS LISTED IN THE SUPPLEMENTAL BID DOCUMENT AND USE OUR PROVIDED PRICING FORMS WITHIN APPENDIX A. PRICING DOES NOT NEED TO BE ENTERED ON THE LINES BELOW, BUT THE BID FORM SHOULD BE SIGNED AS INDICATED AND RETURNED WITH YOUR PROPOSAL.*****

Pricing / Line Items

The undersigned proposes to furnish at his/her sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

Line 1	Audit Services Year 1		
Audit Services 8/1/26 - 7/31/27 BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #1 - Quoted Quantity	Line #1 - Quoted Unit Price
1	LOT		$
Line #1 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2026 *****			
Line #1 Supplier Response Notes:			

Line 2	Audit Services Year 2		
Audit Services 08/01/2027 - 07/31/2028 BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #2 - Quoted Quantity	Line #2 - Quoted Unit Price
1	LOT		$
Line #2 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2027 *****			
Line #2 Supplier Response Notes:			

Line 3	Audit Services Year 3		
Audit Services 08/01/2028 - 07/31/2029 BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #3 - Quoted Quantity	Line #3 - Quoted Unit Price
1	LOT		$
Line #3 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2028 *****			
Line #3 Supplier Response Notes:			

Line 4	Audit Services Year 4		
Audit Services 08/01/2029 - 07/31/2030 BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #4 - Quoted Quantity	Line #4 - Quoted Unit Price
1	LOT		$

Line #4 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2029 *****

Line #4 Supplier Response Notes:

Line 5	Audit Services Year 5

Audit Services 08/01/2030 - 07/31/2031

BRAND:_____ PART #:_____ *(if applicable)*

Requested Quantity	Unit of Measure	Line #5 - Quoted Quantity	Line #5 - Quoted Unit Price
1	LOT		$

Line #5 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2030 *****

Line #5 Supplier Response Notes:

Authorized Signature

Bidder agrees to furnish the materials/services for delivery as specified at the prices(s) for each item on City Utilities of Springfield, Missouri, Bidding Event. By submitting an electronic, faxed, or written bid, the bidder certifies that he or she has read, understands and agrees to the terms, conditions, attachments and specifications contained in the Bidding Event. The bidder further acknowledges that his or her bid will become a binding contract upon 1) issuance of a Purchase Order by City Utilities; or 2) the signing of a formal Agreement by the parties.

The person submitting the bid certifies that he or she is an authorized agent of the bidder duly empowered to enter into and make binding agreements on the bidder's behalf.

The bidder agrees that submission of an electronic bid, when authorized, shall constitute a binding, valid signature.

Firm Name:

Name: Title:

Signature: Date:

Phone #: Fax #:

Email:

***** END OF SECTION *****

RFP 83296 – PROFESSIONAL AUDITING SERVICES

SUPPLEMENTAL BID DOCUMENT

PART ONE - DETAILED SCOPE OF WORK

1.0 General Information

1.1 This section sets forth the minimum requirements and standards to be met by the Independent Auditor in completion of the audits of City Utilities' financial statements for the contract period.

1.2 The Auditor shall provide at least the minimum services described herein, but the services provided by the Auditor shall include all services necessary to fulfill their proposal and shall not be limited by this Scope of Work.

2.0 Scope of Work to be Performed

2.1 The Auditor shall express an opinion on the fair presentation of City Utilities' financial statements for the fiscal year ending September 30.

2.2 The Auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

2.3 The Auditor shall conduct an audit of City Utilities federal awards as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200, Subpart F).

2.4 The Auditor shall also express an opinion on the fair presentation of the Schedule of Under (Over) Recoveries of the Fuel Adjustment Clause for the fiscal year ending September 30.

2.5 The Auditor shall also perform and report on compliance with the Financial Test required by the Missouri Solid Waste Management Law for fiscal years ending September 30.

3.0 Auditing Standards to be Followed

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the latest U.S. Government Accountability Office's Government Auditing Standards (Yellow Book), and the provisions of Uniform Guidance (2 CFR Part 200, Subpart F).

4.0 Deliverables

Following the completion of the audits of the financial statements, the Auditor shall issue and deliver the following reports:

4.1 A report of independent auditors on the fair presentation of City Utilities' financial statements for fiscal years ending September 30, in conformity with generally accepted accounting principles.

4.2 A report on internal control and compliance and other matters based on the audit of the basic financial statements, as required by Governmental Auditing Standards.

4.3 Single Audit Reports

4.3.1 A report on the schedule of expenditures of federal awards for fiscal years ending September 30.

4.3.2 A report on internal control and compliance based on the audit of federal awards as required by Uniform Guidance.

4.3.3 Reports on compliance with laws and regulations related to major federal financial assistance programs, as required by Uniform Guidance, for fiscal years ending September 30 (Schedule of Findings and Questioned Costs). These reports shall include a Summary of Auditor's Results; a listing of Findings Related to the Basic Financial Statements Reported in Accordance with Government Auditing Standards, stated as "none" if no findings result; and a listing of Findings and Questioned Costs Relating to Federal Awards, stated as "none" if no findings result.

4.4 A report on the review of Under (Over) Recoveries of the Fuel Adjustment Clause for fiscal years ending September 30.

4.5 A report on compliance with the Financial Test required by the Missouri Solid Waste Management Law for fiscal years ending September 30.

4.6 The SF-SAC form and any additional reports required by the Federal Single Audit Act for submission to the Federal Audit Clearinghouse.

4.7 A subsequent event review for inclusion of City Utilities' financial information with City of Springfield's annual report.

4.8 These deliverables shall be presented in-person by the Auditors to City Utilities Audit Committee and the Board of Public Utilities at their January board meetings. After presentation to the Board, the deliverables shall be distributed to City Council by City Utilities.

5.0 Special Considerations

5.1 City Utilities prepares all components of its audited financial statements, including the MD&A, basic financial statements, notes, required supplementary information, and related schedules. The Auditor shall review the draft prepared by City Utilities and provide all required Independent Auditor's Reports (see item 4.0). City Utilities retains editorial control of the financial statement document until the Auditor's opinion is inserted.

5.2 The Schedule of Expenditures of Federal Awards and Related Auditor's Reports, as well as the reports on the internal control structure and compliance are not to be included in City Utilities' Annual Financial Report, but shall be issued separately. (See item 4.0).

5.3 City Utilities' most recent financial statement audit revealed no material weaknesses in internal control structure and operation, nor did it reveal any material instances of noncompliance with applicable laws, regulations, contracts or grants.

5.4 City Utilities' most recent Single Audit revealed no findings of noncompliance.

6.0 Working Paper Retention and Access to Working Papers

6.1 All working papers and reports shall be retained, at the Auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by City Utilities of the need to extend the retention period. The Auditor shall make working papers available, upon request, to the following parties or their designees:

- City Utilities of Springfield, Missouri
- City of Springfield, Missouri
- U.S. Department of Transportation or any future oversight agencies
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by City Utilities as part of an audit quality review process
- Auditors of entities of which City Utilities is a sub-recipient of grant funds

6.2 In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

7.0 Time Requirements

Time requirements for the engagement are contained herein as Part Three – Time Requirements.

8.0 Assistance to be Provided to the Auditor

Details of assistance to be provided by City Utilities' personnel are discussed in Part Four – Assistance to be Provided to the Auditor, contained herein.

*** END OF SECTION ***

PART TWO - INFORMATION REGARDING CITY UTILITIES

1.0 Name of Contact Person

1.1 The Auditor's principal contact with City Utilities will be the Director – Financial Reporting/Controller or the Sr. VP – Chief Financial and Supply Chain Officer for contract or scheduling requirements and for items specific to the financial process.

2.0 Background Information

2.1 City Utilities' Audited Financial Statements can be found at City Utilities' website at the following link: https://www.cityutilities.net/307/Investor-Relations

During the fiscal year ended September 30, 2025, City Utilities reported $8.7 million in expenditures of federal financial awards.

*** END OF SECTION ***

PART THREE - TIME REQUIREMENTS

1.0 Schedule for the 2026 Fiscal Year Audit (a similar schedule will be developed for audits of future fiscal years if City Utilities exercises the option for additional audits). A suggested 2026 schedule is included at Appendix A, Part 7.

Each of the following shall be completed by the Auditor no later than the dates indicated.

1.1 Interim Work

The Auditor shall complete interim work, if required, within the period of July 1, 2026 through September 30, 2026.

1.2 Detailed Audit Plan

The Auditor shall provide City Utilities by September 1, 2026, both a detailed audit plan and a list of all schedules to be prepared by City Utilities.

1.3 Date Final Field Work May Begin

City Utilities plans to have records ready for final audit and personnel available to meet with the Auditor's personnel by November 2, 2026. Final fieldwork should be completed by November 20, 2026.

1.4 Draft Reports

1.4.1 The Auditor shall have drafts of the September 30 deliverables prepared for City Utilities' review by December 7, 2026. A suggested schedule for the September 2026 audit is attached for reference at Appendix A, Part 7.

1.4.2 Once all issues for discussion are resolved, the final signed Auditor's opinions shall be delivered to the Controller. This process must be completed and an electronic copy of the final audited financial statements and reports received by City Utilities by 5:00 p.m. on January 15, 2027.

1.4.3 The Auditor shall make two separate presentations of the deliverables during January, 2027. The first presentation shall be to the Audit Committee of the Board of Public Utilities on January 26, 2027. The second presentation shall be to the Board of Public Utilities at the January 28, 2027 Board meeting. After the deliverables have been presented to the Board, they shall be distributed to City Council by City Utilities.

1.4.4 The Auditor shall deliver an electronic copy of the September 30 Single Audit Report for submittal to the Federal Audit Clearinghouse by January 15, 2027.

2.0 Entrance Conferences, Progress Reporting and Exit Conferences (a similar procedure shall be followed for the audits of future fiscal years if City Utilities exercises its option for additional audits).

At a minimum, the following conferences shall be held:

2.1 An entrance conference with the Sr. VP - Chief Financial and Supply Chain Officer, Controller and Chief Internal Auditor shall be held prior to the start of interim fieldwork.

2.2 Weekly progress reporting shall be made with the Controller, or designee, during both interim and final fieldwork. These progress reports shall include, but not be limited to, discussions on the progress of the audit, any findings or problems encountered and resolution of audit issues.

2.3 An exit conference with the Sr. VP - Chief Financial and Supply Chain Officer, Controller and Chief Internal Auditor shall be scheduled at the end of field work to summarize the results of field work and to review significant findings, including proposed management letter comments.

*** END OF SECTION ***

PART FOUR - ASSISTANCE TO BE PROVIDED BY THE AUDITOR

1.0 Assistance to be Provided

1.1 Accounting and Internal Audit staff will be available during the audit to assist the firm by providing information, documentation and explanations. Additionally, staff routinely prepares ledgers, financial statements, year-end proof of cash, unbilled revenue calculations, etc. Auditors may assume that this level of effort and assistance will be continued, but may also recommend a different level.

1.2 Upon prior notification, Information Technology personnel shall be available to assist the Auditor with preparation of reports for purposes of audit testing City Utilities' accounting systems. Information Technology personnel will also be available to provide systems documentation and explanations. Accounting staff can assist in coordinating with any other areas.

2.0 Statements and Schedules to be Prepared by City Utilities

2.1 The staff of City Utilities shall provide copies of internally issued financial statements, notes to the financial statements, required supplementary schedules and statistical data for inclusion in the Audited Financial Statements. Assistance may be requested by City Utilities in preparation of interim, internally issued statements or disclosures required by new GASB pronouncements.

2.2 In addition, City Utilities' staff shall prepare working papers summarizing all sources of federal awards for use in completion of the Single Audit.

*** END OF SECTION ***

PART FIVE - SUBMISSION OF PROPOSALS / INSTRUCTIONS TO AUDITORS

1.0 General Instructions

1.1 The Auditor is strongly encouraged to review the entire Request for Proposal thoroughly. Failure to do so could result in improper submittal and rejection of offer. All proposals will be reviewed for compliance with the submission requirements contained in this section and responsiveness to the minimum requirements in Detailed Scope of Work.

1.2 Submission of Proposal

The Technical Proposal and the Offer and Schedule of Professional Fees is required to be submitted per the instructions and by the due date and time presented in RFP header (Close Date/Time). Proposals submitted in response to this RFP should be presented in the format outlined in RFP Part Five, Section 1.21. Failure to provide this information as instructed may result in rejection of the proposal.

1.2.1 (Refer to RFP Section I, (Response Submittal Methods) for complete submittal details) For proposal submittal methods other than the Electronic Bid Attachment Tool (EBAT), that is the non-digital submittal methods of Mail/Express mail and Hand Deliver, One (1) original and four (4) copies of the **Technical Proposal** and the **Offer and Schedule of Professional Fees** should be included. All proposals, regardless of submittal method, are to include the following:

i. Title Page

Title page showing the Request for Proposal's subject; the firm's complete legal name; the name, address and telephone number of a contact person, and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal briefly stating the Auditor's understanding of the work to be done, acceptance of all terms and conditions specified in the Request for Proposal, (any terms and conditions not accepted must be specifically identified in the transmittal letter) a commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one hundred twenty (120) days after the date and time set for receipt.

iv. Technical Proposal

The method by which the Technical Proposal is organized is left to the discretion of the Auditor. However, the Technical Proposal shall include a discussion of all items set forth in RFP Part Seven, Section 2.0 of this Request for Proposal.

v. Offer and Schedule of Professional Fees and Expenses

The Offer and Schedule of Professional Fees and Expenses shall be presented in the format provided in Appendix A. This shall support the total all inclusive maximum price for Professional Fees and Expenses as explained in Part Five, Section 3.0.

2.0 Technical Proposal

2.1 General Instructions

2.1.1 The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of City Utilities in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the requirements of this Request for Proposal.

2.1.2 The Technical Proposal should address all the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Auditor's capabilities to satisfy the requirements of the Request for Proposal. While additional pertinent narrative or data may be presented, the following subjects, item Nos. 2.2 through 2.10, must be included. These items, in addition to the total all-

inclusive maximum prices for services and expenses, represent the criteria against which the proposal will be evaluated.

2.1.3 Evaluation of Proposals

The Audit Selection Committee will evaluate each proposal to determine which is the lowest and best. City Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

Some examples of the criteria used:

- Assigned Practice Office and Audit Staff Experience
- Audit Approach, Reference Comments, and Other Relevant Expertise
- Assigned Practice Office Experience and Current Clientele
- Quality of Audit Work of Assigned Practice Office
- Pricing

2.1.4 Utility industry experience is very important due to expected changes the utility industry will be facing in the future. Both Internal Audit and Accounting staff utilize the utility industry expertise of the independent audit staff to determine how other utilities are managing various industry issues. Examples of some of the issues that City Utilities will be facing in the near future include:

- Maintaining acceptable bond ratings.
- Monitoring compliance with the Air Quality Standards.
- Monitoring upcoming legislation that will impact the Utility Industry.
- Retirement of generation assets.
- Implementation of a Battery Energy Storage System.

2.2 Independence

2.2.1 The firm shall provide an affirmative statement that it is independent of City Utilities and the City, and any of its agencies, oversight or component units, as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards (Yellow Book).

2.2.2 The firm shall also list and describe the firm's professional relationships involving City Utilities or the City or any of its partners, including the Partnership Industrial Center and The Energy Authority (TEA), component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

2.2.3 In addition, the firm shall give City Utilities written notice of any professional relationships entered into during the period of this agreement which could have the appearance of a conflict of interest.

2.3 License to Practice in the State of Missouri, issued by the Missouri State Board of Accountancy.

An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice accounting in the State of Missouri.

2.4 Firm Qualifications and Experience

2.4.1 The proposal shall state:

- the size of the firm
- the size of the firm's utility audit staff
- size of the firm's governmental audit staff
- the location of the office from which the work on this engagement is to be performed
- for the assigned practice office, indicate:
  - the number of staff by discipline (financial audit, information technology, tax, consulting)
  - the number of staff by category (partner, manager, etc.)
  - the number of staff with utility audit or consulting experience
  - description of current audit client base by industry, size, etc.

2.4.2 The firm shall also submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific utility and government engagements.

2.4.3 The firm shall also provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.

2.4.4 The proposal shall describe all pending or settled litigation during the past five (5) years involving the assigned practiced office.

2.5 Partner, Supervisory and Staff Qualifications and Experience for Assigned Staff

2.5.1 The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, and specialists (including information technology specialists) who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in the State of Missouri. The firm also should provide information on the electric, natural gas, transportation, broadband and water utilities, and governmental auditing experience (including a list of clients) for each person identified including information on relevant continuing

professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

2.5.2 The firm shall provide as much information as possible regarding the qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement.

2.5.3 Describe any other practice office experience that you deem to be relevant to completion of the proposed engagement.

2.5.4 If it becomes necessary to change engagement partners, managers, seniors, specialists, and other audit personnel, during the contract term, City Utilities will retain the right to approve or reject replacements.

2.6 Description of Relevant Practice Office Experience

2.6.1 Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2020 and 2025)

- Electric, natural gas, broadband and water utilities (include the services provided and indicate if municipally owned)
- Public transportation entities
- Municipalities and other government entities
- Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided)

2.6.2 For each of the categories of clients listed above in Section 2.6.1, please indicate the top five clients that are considered most similar to City Utilities:

- Scope of Work
- Approximate dates service was provided
- Approximate number of customers, population, etc.
- Name of engagement partner
- Total hours
- Name and telephone number of principal client contact

2.7 Specific Audit Approach – Auditors will be required to provide the following information on their audit approach:

2.7.1 A work plan, including an explanation of the audit methodology to be followed to perform the services required in Part Three – Scope of Work of this Request for Proposal.

2.7.2 Proposed segmentation of the engagement, if any.

2.7.3 Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement.

2.7.4 Extent of use of computer-assisted auditing procedures to be used in the engagement. Disclose the use of Artificial Intelligence (AI) in delivering audit services and describe the controls in place to ensure such tools comply with professional standards, protect confidential data, and maintain audit quality.

2.7.5 Type and extent of analytical procedures to be used in the engagement.

2.7.6 Approach to be taken to gain and document an understanding of City Utilities' internal control structure; this should include a discussion of the scope and frequency of the review of Information Technology controls.

2.7.7 Approach to be taken in determining laws and regulations that will be subject to audit test work.

2.7.8 Approach to be taken in drawing audit samples for purposes of tests of compliance.

2.7.9 Explain your firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them. This estimate shall be made in conjunction with Part Three, Paragraph 1.2 and Part Four of this Request for Proposal.

2.7.10 Explain your firm's procedures for technical review of audit reports prior to issuance. This discussion should identify key personnel involved in technical review, state their qualifications and whether they are independent of personnel assigned to the audit engagement.

2.7.11 Identify the firm's general approach regarding subsequent years' audit engagements, should City Utilities exercise this option.

2.7.12 Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

2.7.13 Describe your firm's standard onboarding process for new audit clients. Include details such as:

- Typical timeline and phases of onboarding.
- Information and documentation requested from the client.
- Expected level of involvement from client personnel (hours and roles).
- Any technology or system access requirements.
- Training or orientation sessions for client staff, if applicable.

2.8 Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from City Utilities.

2.9 Report Format

The proposal shall identify and describe any significant anticipated revisions for the report formats contained herein.

2.10 Other Information

2.10.1 Staff Education and Development

Describe your firm's policy for staff education and development.

2.10.2 Staff Turnover

Provide a summary of the proposed practice office's staff turnover during the past three (3) years. This should be summarized by staff level.

2.10.3 Rotation Policy

Describe your firm's policy regarding rotation of seniors, managers, and/or partners, if such a policy exists.

3.0 Offer and Schedule of Professional Fees and Expenses

3.1 Total All-inclusive Maximum Price for Professional Fees (Appendix A, Parts 1, 2, and 3).

3.1.1 The Offer and Schedule of Professional Fees shall contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total, all-inclusive maximum price to be bid is to contain all direct and indirect costs excluding transportation, food and lodging expenses.

3.1.2 City Utilities will not be responsible for expenses incurred in preparing and submitting the response to the Request for Proposal. Such costs shall not be included in the proposal.

3.1.3 The proposal should also include a certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with City Utilities.

3.2 Preparation of the Offer and Schedule of Professional Fees and Expenses

3.2.1 The Offer and Schedule of Professional Fees shall be presented in the format provided in Appendix A, Parts 1 and 2, to support the total all-inclusive maximum price for the September 30 audit of the Total Company. The Offer and Schedule of Professional Fees shall include: rates by partner, manager, senior and other staff, and hours anticipated for each.

3.2.2 Total All-inclusive Maximum Price for the Future Engagements

An Offer and Schedule of Professional Fees, presented in the format provided in Appendix A, Part 5, shall be submitted and shall include the total all-inclusive maximum price for subsequent years' engagements, should City Utilities exercise this option, for fiscal years 2027 through 2030.

3.2.3 Total All-inclusive Maximum Price for Expenses

An Offer and Schedule of Expenses, presented in the format provided in Appendix A, Part 4, shall be submitted for the September 30 audit of the Total Company. It shall include the total all-inclusive maximum price for current and subsequent years' expenses, should City Utilities exercise this option, for fiscal years 2027 through 2030. The amount bid for the not-to-exceed for expenses will also be used in the evaluation of the proposals.

3.2.4 Additional Professional Services

City Utilities may request the Auditor to render additional services under a separate contract when such additional work does not create a conflict of interest or is not prohibited by the policy of the contracting firm. Firms submitting proposals are asked to describe or provide a copy of the firm's policy for providing consulting services to audit clients. Such additional work not covered in this RFP document shall be performed as set forth in a separate contract between City Utilities and the Auditor. Fees for any such additional work shall not exceed those rates set forth in the Offer and Schedule of Professional Fees, Appendix A, unless otherwise agreed to in writing between City Utilities and the Auditor. Any changes to this contract for Additional Professional Services must be agreed to in writing between City Utilities and the Auditor.

3.2.5 Auditors Guarantees and Warranties

The Auditor shall include guarantees and warranties as set forth in Appendix A, Parts 5 and 6.

3.3 Manner of Payments

3.3.1 Progress payments must include hours of work completed by classification of staff during the course of the engagement in accordance with the firm's quoted hourly rates included in the bid proposal. Receipts or verification of

transportation, lodging and other applicable expenses excluding meals shall be required. Reimbursement for ground transportation will be based on actual mileage times the current IRS mileage rates. Receipts or verification of meal charges may be requested for the respective billing if the average daily meal charge for on-site person-days exceeds $60 per day. Interim billings shall cover a period of not less than a calendar month. Total payments will not exceed the total all-inclusive maximum price bid for Professional Fees and Expenses.

3.3.2 Payments shall be made to Auditor within 30 days following receipt of proper invoice by City Utilities.

3.3.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this Request for Proposal.

*** END OF SECTION ***

APPENDIX A

APPENDIX A PART 1

OFFER AND SCHEDULE OF FEES FOR PROFESSIONAL AUDIT SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2026

	ESTIMATED HOURS	STANDARD HOURLY RATES	QUOTED HOURLY RATES	TOTAL
Partners	_____	$_____	$_____	$_____
Managers	_____	$_____	$_____	$_____
Seniors	_____	$_____	$_____	$_____
Other supervisory Staff	_____	$_____	$_____	$_____
Staff	_____	$_____	$_____	$_____
Other (specify):	_____	$_____	$_____	$_____

Total, all-inclusive maximum price for audit services (excluding expenses) for the fiscal year ending 9/30/2026 $_____

Note: The Quoted Hourly Rates shall not be presented as a general percentage of the Standard Hourly Rate or as a gross deduction from the total, all-inclusive maximum price.

APPENDIX A PART 2

OFFER AND SCHEDULE OF FEES FOR PROFESSIONAL AUDIT SERVICES FOR FUTURE FISCAL YEARS

The undersigned has thoroughly examined the Request for Proposal, including Appendices, and therefore submits the following offer to provide services in strict accordance with the terms and conditions contained in the Request for Proposal.

Fiscal Year Ending 9/30/26 (Year 1)	$_____
Fiscal Year Ending 9/30/27 (Year 2)	$_____
Fiscal Year Ending 9/30/28 (Year 3)	$_____
Fiscal Year Ending 9/30/29 (Year 4)	$_____
Fiscal Year Ending 9/30/30 (Year 5)	$_____

The Auditor agrees not to increase the Quoted Hourly Rates for additional services as specified above by more than the following percentages:

2027_____percent of the 2026 Quoted Hourly Rates

2028_____percent of the 2027 Quoted Hourly Rates

2029_____percent of the 2028 Quoted Hourly Rates

2030_____percent of the 2029 Quoted Hourly Rates

City Utilities will require justification for any renewal increases.

Note: The hourly rates submitted on the progress payments for the above time periods will increase at a rate equal to or less than the percentage increase for the total, all-inclusive maximum price for each contract year. The hourly rates for these time periods, when multiplied by the hours worked, shall not exceed the total, all-inclusive maximum price for that contract year.

APPENDIX A PART 3

OFFER AND SCHEDULE OF ALL-INCLUSIVE MAXIMUM PRICE FOR EXPENSES RELATED TO WORK BID UNDER APPENDIX A, PARTS 1 AND 2

EXPENSES

During the course of the project, City Utilities shall reimburse for all reasonable travel and living expenses as per City Utilities Contractor Travel Reimbursement Guidelines (Rev 10-2019), Part Seven - Appendix C and approved by City Utilities' project manager **up to the amount bid for not to exceed pricing noted below**. "Reasonable travel and living expenses" shall not exceed $220 per day per person (excluding airfare). Reimbursable airline travel shall be coach class, taking advantage of all applicable discounts, if any, and scheduled fourteen (14) days in advance Reimbursement for ground transportation will be based on actual mileage times the current IRS mileage rates.

Receipts or verification of all transportation, lodging and other applicable expenses **excluding meals** must be provided with each billing. Receipts or verification of **meal charges** may be requested for the respective billing if the average daily meal charges for on-site person-days **exceeds $60 per day.**

The not-to-exceed for bid amount expenses will be used in the evaluation of the proposals.

All transportation, lodging, meals and other expenses **shall not exceed:**

$_____	Year 1 of Contract	Fiscal Year Ending September 30, 2026
$_____	Year 2 Contract Renewal	Fiscal Year Ending September 30, 2027
$_____	Year 3 Contract Renewal	Fiscal Year Ending September 30, 2028
$_____	Year 4 Contract Renewal	Fiscal Year Ending September 30, 2029
$_____	Year 5 Contract Renewal	Fiscal Year Ending September 30, 2030

APPENDIX A PART 4

OFFER AND SCHEDULE OF FEES FOR ADDITIONAL PROFESSIONAL SERVICES, IF REQUESTED BY CITY UTILITIES

	2026 STANDARD HOURLY RATES	2026 QUOTED HOURLY RATES
Partners	$_____	$_____
Managers	$_____	$_____
Seniors	$_____	$_____
Other supervisory staff	$_____	$_____
Staff	$_____	$_____
Tax	$_____	$_____
Information Technology	$_____	$_____
Other (specify):	$_____	$_____

The Auditor agrees not to increase the Quoted Hourly Rates for additional services as specified above by more than the following percentages:

2027_____percent of the 2026 Quoted Hourly Rate

2028_____percent of the 2027 Quoted Hourly Rate

2029_____percent of the 2028 Quoted Hourly Rate

2030_____percent of the 2029 Quoted Hourly Rate

City Utilities will require justification for any renewal increases.

Note: Reimbursement for expenses will be established in the contract for additional services, if required.

APPENDIX A PART 5

AUDITOR GUARANTEES

1.0 The Auditor certifies it can and shall provide, at a minimum, all services set forth in Part Two – Scope of Work.

2.0 The Auditor has read Appendix B, Special Provisions, and agrees that the rights and prerogatives as detailed in that appendix are retained by City Utilities as appropriate.

APPENDIX A PART 6

AUDITOR WARRANTIES

1.0 Auditor warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.

2.0 Auditor warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

3.0 Auditor warrants that it shall not delegate or subcontract its responsibilities under an agreement without the express prior written permission of City Utilities.

4.0 Auditor warrants that all information provided by it in connection with this proposal is true and accurate.

APPENDIX A PART 7

Suggested 2026 Audit Schedule
Summary of Key Dates FYE September 2026

Proposed

July - September, 2026	Interim
October 16, 2026	Confirmations completed by CU
October 23, 2026	PBC’s completed by CU
November 2 - 20, 2026	Audit Field Work (3 weeks of 4 week window)

	(November 11th – Holiday)
November 30, 2026	Draft of audit report to Audit Firm for review
December 7, 2026	Audit Firm changes & comments of draft to CU
December 14, 2026	CU changes & comments to Audit Firm
December 18, 2026	Audit Firm Independent Partner comments due to CU
January 4, 2027	Final CU changes and final draft due to Audit Firm
January 15, 2027	Final PDF copies received by CU
January 26, 2027	Audit Committee Meeting 3:30 p.m. (Board schedule for 2027 finalized in December)
January 28, 2027	Board Meeting (3:00 p.m.)

APPENDIX B

NOTICE: ANY RESULTING CONTRACT SHALL INCLUDE THE SPECIAL PROVISIONS IN ITS ENTIRETY.

1.0 TERM OF CONTRACT

The term of the contract shall begin on the effective date of City Utilities' Purchase Order and shall end on June 30, 2027. The contract shall not bind, nor purport to bind, City Utilities for any contract term beyond the original term of the contract.

2.0 OPTION TO EXTEND THE CONTRACT

City Utilities may, at its sole option, give notice to the Auditor to extend the contract for up to four (4) additional successive one-year terms beginning on July 1 and ending on June 30, unless the Auditor has notified City Utilities at least ninety days prior to the end of the contract term or extensions thereto that the Auditor will not renew the contract.

3.0 TIME OF COMPLETION

Notwithstanding the term of the Contract, the Auditor shall complete all work and provide all services in accordance with the schedule of time promised by the Auditor in its proposal.

4.0 AUDIT SERVICES INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Auditor, the Auditor shall secure and maintain at Auditor's own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by City Utilities, insurance of such types and in such amounts as may be necessary to protect the Auditor and the interests of City Utilities against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by City Utilities. Regardless of such approval, it shall be the responsibility of the Auditor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Auditor to maintain coverage shall not relieve the Auditor of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with City Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Auditor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of City Utilities or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City Utilities of Springfield, Missouri
Attn: Director- Risk Management
301 E. Central Street
P.O. Box 551
Springfield, MO 65801-0551

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established within the RFP document section IV (Insurance Requirements)

5.0 The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by City Utilities and the Auditor. Upon request by City Utilities, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

6.0 The entire Agreement between City Utilities and Auditor shall consist of those elements presented in RFP Part Two (Contract Documents). In the event of a conflict in language, the order of precedence provided in RFP Part Two (Contract Documents) will prevail. However, City Utilities reserves the right to clarify any Contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's Proposal. The Auditor is cautioned that his proposal shall be subject to acceptance without further clarification. In the event of an error between the original bid and its copy, the original bid will prevail. City Utilities reserves the right to waive any informalities in a proposal, and to accept or reject any proposal or any part thereof.

7.0 In the event that budget funds are not approved by the Board of Public Utilities and Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

8.0 The Auditor agrees and understands that City Utilities' Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Auditor's Proposal. The Auditor agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that City Utilities' approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. City Utilities agrees that an acceptance of a substitution will not be unreasonably withheld. Additionally, the Auditors, if so directed by City Utilities, shall replace any persons employed by the Auditor in connection with the Project.

9.0 All information, data, and reports available and necessary for the carrying out of the work shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the Scope of Work. Any original documents acquired by the Auditor will be returned to City Utilities.

10.0 The Auditor shall fully coordinate its activities in the performance of the contract with the activities of City Utilities.

11.0 Any reports, data, or similar information given to or prepared or assembled by the Auditor under this contract shall not be made available to any individual or organization by the Auditor without prior written approval of City Utilities, except as required by law, regulation or court order.

12.0 The Auditor represents that Auditor will secure at Auditor's own expense, all personnel required to perform the services called for under this contract by Auditor. Such personnel shall not be employees of or have any contractual relationship with City Utilities except as employees of the Auditor. All of the services required hereunder will be performed by the Auditor or under Auditor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of City Utilities.

13.0 If, through any cause, the Auditor shall fail to fulfill in timely and proper manner Auditor's obligations under this Contract, or if the Auditor shall violate any of the covenants, Agreements, or stipulations of this Contract, City Utilities shall thereupon have the right to terminate this Contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Auditor under this Contract shall, at the option of City Utilities, become City Utilities' property, and the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Auditor shall not be relieved of liability to City Utilities for damages sustained by City Utilities by virtue of any such breach of the contract by the Auditor.

13.5 City Utilities may terminate this Contract without cause by giving thirty (30) days written notice to Auditor. City Utilities will pay Auditor for all work performed and all expenses incurred or expended up to termination.

14.0 No salaried officer, employee or partner of the City or City Utilities and no member of the City Council or Board of Public Utilities shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

15.0 The Auditor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent thereto of City Utilities. Provided, however, that claims for money due or to become due to the Auditor from City Utilities under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to City Utilities. Any such assignment is expressly subject to all rights and remedies of City Utilities under this Agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require City Utilities to give any notice to any such assignee of any actions which they may take under this Agreement, though they will attempt to so notify any such assignee.

16.0 Auditor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Auditor further covenants that in the performance of this Contract no person having such interest shall be employed.

17.0 The Auditor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

18.0 This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Auditor will be an independent contractor and not City Utilities' employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Auditor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Auditor's activities and responsibilities hereunder. The Auditor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Auditor and City Utilities, and City Utilities will not be liable for any obligation incurred by the Auditor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

19.0 The parties mutually agree to the following:

19.1 The Auditor shall indemnify and hold harmless City Utilities and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting pursuant to this agreement, caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

19.2 In any and all claims against City Utilities or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

20.0 No provision of the contract documents shall be construed, expressly or by implication, as a waiver by City Utilities of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

21.0 All notices required or permitted hereunder and required to be in writing may be given by first class mail. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

22.0 This agreement and every question arising hereunder shall be construed or determined according to the law of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

23.0 Auditor's Responsibility for Subcontractors

It is further agreed that Auditor shall be as fully responsible to City Utilities for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as

Auditor is for the acts and omissions of persons it directly employs. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Auditor the same power regarding termination of any subcontract City Utilities may exercise over Auditor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and City Utilities or between any subcontractors.

24.0 EEO Discrimination Prohibited

As applicable, the provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended, and 41 CFR Section 60-1.40; as well as 29 C.F.R. Part 471, Appendix A to Subpart A, are herein incorporated by reference. Further, sellers who (1) are not otherwise exempt as provided by 41 CFR 60-1.5, (2) have 50 or more employees and, (3) have a contract, subcontract or purchase order amounting to $50,000 that is necessary to the completion of a covered federal contract or subcontract are hereby notified of their obligations to file EEO Standard Form 100 and to prepare an affirmative action plan(s) as required under the regulations set forth above.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

***** END OF APPENDIX B *****

APPENDIX C

APPENDIX C CONTRACTOR TRAVEL REIMBURSEMENT GUIDELINES (REV 10-2019)

1. Expenses reimbursed. Travel expenses for Contractor and/or contractor's employees or agents shall be provided only in accordance with this policy. For purposes of this guideline "Traveler" means the Contractor, its employees or agents assigned to work pursuant to a written agreement with City Utilities.

2. Excess Costs. Travelers will not be reimbursed for excess costs caused by:
    a. An indirect route as a matter of personal preference; or
    b. Premature departure for personal reasons from a temporary location; or
    c. Extending a stay for personal reasons.

3. Applicability. To be entitled to a reimbursement for travel expenses, Travelers must be on a temporary assignment that is at least 50 miles in distance from Contractor office, the Traveler's official work station, or Traveler's residence (whichever is closest to the temporary assignment). The cost of travel for spouses, other family members, and friends is not reimbursable under any circumstances.

4. Travel Authorization. In all cases, travel must be necessary and allowable under the contract to be reimbursed. A management official of the Contractor shall authorize all travel and travel vouchers reflecting travel expenditures.

5. Air Travel. Air travel shall only be reimbursed at the rate for coach/economy class for the flight. Travel should be planned as far in advance as possible to take advantage of discounted fares; especially if reasonable certainty exists that the event will take place. If more than one air carrier offers service, travel should be on the carrier that offers the lowest price. If a restricted fare is booked and the Contractor's employee requires a change, a reasonable exchange fee may be claimed.

6. Rental Cars. Reimbursement for a rental car shall not exceed the rental cost for a mid-size vehicle. The Contractor should have a policy that requires employees to compare the cost of car rental with other forms of transportation and to choose the cheaper mode of transportation. The use of rental cars, even if authorized, must be justified in writing by the traveler upon request by City Utilities. Claims for rental car gasoline must be supported by original receipts.

7. Lodging. The Contractor should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained. Lodging reimbursement will be limited to the GSA lodging rate for the location in question: http://www.gsa.gov/portal/category/21287. If a temporary assignment concludes during

the workday and is located within 100 miles of the Traveler's official work station or residence, the Traveler shall not be authorized for reimbursement for overnight lodging.

8. Subsistence. Travelers on overnight travel status shall be reimbursed on a per diem basis for food at the GSA rate for the location in question the website for which may be found at the following address: http://www.gsa.gov/portal/category/21287.

9. Special meal allowance for travel of less than 24 hours when there is no lodging. Employees in non-overnight travel status, who are away from their residence at least 11 consecutive hours excluding meal time, in travel status at least 3 hours beyond their regularly scheduled workday, the meal is eaten at the work site or a restaurant near the work station, and the meal is specifically authorized, should be reimbursed on an actual expense basis with the meal cost limited to a $10.00 charge (receipt required) or up to $6.00 without a receipt.

10. Use of personal owned vehicle. A Traveler may be reimbursed for use of his/her personal vehicle while on Contractor related business at the maximum reimbursement rate will be the rate stipulated by the IRS, the website for which may be found at the following address: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehiclehttps://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-ratespov-mileage-reimbursement-rates. If a Traveler chooses to use his/her own vehicle in lieu of air travel, the maximum reimbursement will be the lesser of the cost of air travel or mileage reimbursement and the per diem difference

11. Taxicabs or Transportation Network Companies (TNC). The use of taxicabs or TNCs such as Uber or Lyft are permitted while Travelers are on official travel. Taxi or TNC hire is appropriate when:
    a. public transportation, airport limousine service, and/or hotel courtesy transportation is not available or when time or other factors make it impractical to use available public conveyances;
    b. traveling between transportation terminals and the residence, hotel, or office while in an official travel status; or
    c. for travel from the Traveler's residence to the official station to depart on an assignment requiring at least one night's lodging, and from the official station to the residence on the day the employee returns from the trip.
    d. Taxi or TNC fares for trips used to obtain meals will not be reimbursed.
    e. Reimbursement for taxicab or TNC fares (plus the customary 15% tip) will be made only if an appropriate receipt is submitted with the voucher.

12. Non-Reimbursable Expenses. Examples of expenses that will not be reimbursed include the following:
    a. alcoholic beverages, entertainment;

b. laundry, dry cleaning and pressing of clothing (unless the traveler was held over on the assignment past the original estimate of time for the assignment);
c. travel insurance;
d. parking fines;
e. charges incurred because of indirect travel for personal reasons;
f. gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility; and:
g. any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel.

13. Receipts. Valid original itemized receipts are required for all expenditures regardless of cost. If a receipt is not normally provided for the expense (metro, bus token, etc.), the certification signed by the traveler on the voucher will justify the expense. Receipts submitted with the voucher should indicate the name of the payee, date, amount, and the service rendered.

***** END OF APPENDIX C *****

ADDENDUM NUMBER 01

BIDDING EVENT 83296

Professional Auditing Services

TO PROSPECTIVE BIDDERS:

The original Bidding Event documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

QUESTIONS/CLARIFICATIONS:

- Why is City Utilities soliciting audit proposals?
  City Utilities issues RFPs in accordance with our procurement policy and applicable state requirements. The contract with the incumbent had no further renewal options, triggering the normal, periodic, re-solicitation of these services.

- How long have you utilized your current auditing firm
  The incumbent firm began with the Fiscal Year 2010 audit.

- What is your preference for conducting audit fieldwork? In person, hybrid or remotely?
  Historically, field work has been conducted in person. Hybrid or remote options have been available as needed and utilized after field work but prior to issuing the final report.

- Has the current auditor charged City Utilities fees outside the scope of the audit in the past several years? If so, what is the nature of this and the amount of fees?
  Yes, we paid fees outside the scope of the audit for Fiscal Year 2025. We paid $3,135 for additional work related to the early implementation of GASB 103. We paid $21,850 for IT audit work related to the implementation of three new software systems.

- Are there any major anticipated changes in City Utilities operations or organization that will significantly impact the audit?
  We do not anticipate any changes that would have a significant impact on the audit.

- Were there any proposed audit journal entries for the last two audits? If so, approximately how many for each year?
  We did not have proposed audit adjustments for the last two audits.

- Could you please provide a copy of the written management letter (SAS 115) and SAS 114 communications, if applicable, from the predecessor auditor for the fiscal year 2025 audit?
  We did not receive a written management letter for fiscal year 2025. We have provided the Report to the Board of Directors, Audit Committee, and Management. SAS 114 documentation has been added as Appendix F.

- Have there been any significant material transactions, contingencies or litigation since September 30, 2025, that may impact the scope of the fiscal year 2026 audit engagement? Are there any plans to issue new debt in fiscal year 2026?
  There have been no significant material transactions, contingencies, or litigation since September 30, 2025 that we would expect to impact the scope of the fiscal year 2026 audit. We do plan to issue new debt related to power supply projects in fiscal year 2026

- Appendix A Part I requests estimated hours. The hours on the Single Audit may fluctuate depending on the number of federal major programs required to be audited each year. Should we assume one federal major program for fiscal year 2026 in the hours estimate?
  Yes, assume one major program in your estimate.

- Does City Utilities have a mandatory rotation policy for audit firms, or have they been invited to bid?
  City Utilities does not have a mandatory rotation policy for audit firms. The incumbent has been invited to bid.

- Has there been any significant staffing turnover in the accounting staff over the past year or any changes you would expect to impact fieldwork compared to previous years?
  No, there has not been significant turnover in City Utilities' accounting staff within the last year, or any changes that we would expect to impact fieldwork compared to previous years.

- What, if anything, would City Utilities like to see changed about their current audit process?
  City Utilities has not identified any significant changes needed for the audit process.

- For the deliverables being requested on page 2 of the Supplemental Bid Document for RFP 83296 for items 4.4 and 4.5, are 2025 copies available to review?
  Yes, the requested documents have been added as attachments.
  Appendix D – Missouri Solid Waste Management Financial Test
  Appendix E - Auditor's Report on the Calculation of Under (Over) Recoveries of the Fuel Adjustment Clause Schedule

- Were there any audit entries proposed by the audit firm during the 2025 audit? Is there a list of journal entries available?
  No audit entries were proposed by the audit firm for the 2025 audit.

- What general ledger system does City Utilities use? Is there a possibility for auditor access?
  City Utilities uses Oracle PeopleSoft 9.2. Auditors have not requested direct access in recent years, but that could be a possibility if needed.

- Was a management letter issued during the 2025 audit? If so, is this available for review?
  No, a management letter was not issued.

- Per the 2025 single audit report, 2025 federal expenditures were $8.7 million. Any significant changes expected in 2026 in either dollar amount or the specific grants being received?
  Federal expenditures through March 2026 total approximately $5 million. Based on current activity, we estimate we could reach roughly $12 million for the fiscal year. In 2025, major program activity included FEMA funding related to a 2023 storm and the PHMSA program. The PHMSA program continues to have significant activity in 2026.
  We experienced a major storm in 2025 and anticipate receiving approximately $6.4 million in FEMA funding. Documentation has been submitted to FEMA, but the recognition of these funds on the SEFA will depend on whether FEMA obligates the funds prior to the end of FY 2026.

- Please provide the fees for the financial statement and single audit (if separate fee) for the last three years.
  Below you will find in-scope fees listed for the last three years for the financial statement audit and single audit. Additional single audit fees for a second major program are provided when applicable.
  FY 2023: $94,250 (No additional single audit fees)
  FY 2024: $103,860 (Includes $6,500 single audit fee for second major program)
  FY 2025: $114,460 (Includes $4,460 single audit fee for second major program)

- Were there any additional billings for services beyond the scope of the audit?
  Yes, in addition to the billings provided above, we received billings in 2025 for IT audit work related to the implementation of three new software systems as well as additional work surrounding the early implementation of GASB 103.

- Have the auditors historically been on-site to perform interim fieldwork? If so, when has interim fieldwork historically taken place, and how many auditors have been on-site? Page 5 of the RFP noted timing should be between July 1 and September 30.
  Yes, historically auditors have been on site. For the past few years, interim field work has taken place mid-September to allow for review of information through the end of August. 2025 interim field work was conducted from September 15 to September 19.

- Final fieldwork – page 5 of the RFP noted fieldwork should take place between November 2 and November 20. How long (is audit team traditionally on site those 3 weeks) and how many auditors have historically been on site during final fieldwork?
  Yes, Final fieldwork should be held between November 2 and November 20 for the 2026 audit. The audit team is traditionally on site all three weeks, sometimes concluding a day or two early. The team has historically included four auditors on site for the full three weeks. An additional auditor assigned to the single audit is generally on site for the first week.

- Can you please clarify the use of the Response Form on pages 7 and 8 of the RFP, in reviewing the bold note at the top, it reads like the only portion of the form that needs to be completed is the Authorized Signature portion at the bottom. And the rest of the document doesn't need to be filled out because the Appendices in the Supplement cover all the pricing information, is this correct?
  This is correct, due to procurement system limitations we are unable to remove this section from the system generated procurement document. Please sign the bid form and return along with all requested information from the supplemental bid document.

CHANGES:

All else remains unchanged.

****

ACKNOWLEDGMENT:

Acknowledge this Addendum 01 by signing below and returning it with your bid.

Firm Name:

c/o:_____
(Name of Agent or Sales Rep)

Title:_____

Signature:_____

Date:_____

Forvis Mazars, LLP
910 E. St. Louis Street
Springfield, MO 65806
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forvismazars.us

Independent Accountant's Report on Applying Agreed-Upon Procedures

The Honorable Mayor and Members of the
City Council of the City of Springfield, Missouri
City Utilities of Springfield, Missouri

We have performed the procedures enumerated below, related to demonstrating City Utilities of Springfield, Missouri (City Utilities), financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of the Missouri Solid Waste Management Rules, as of and for the year ended September 30, 2025. The management of City Utilities is responsible for its compliance with these regulations.

City Utilities has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of demonstrating City Utilities' financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of the Missouri Solid Waste Management Rules as of and for the year ended September 30, 2025. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. At your request, we have read the letter dated January 20, 2026, from your Sr. Vice President – Chief Financial and Supply Chain Officer to the Missouri Department of Natural Resources, and compared the data therein that are specified as having been derived from the audited basic financial statements as of and for the year ended September 30, 2025, with corresponding amounts in those basic financial statements and determined that they are in agreement.

2. We compared the amount disclosed as total liabilities on line 2 of the Alternative I table (attached to this report as Exhibit I) to total liabilities from the September 30, 2025, audited basic financial statements and determined that they are in agreement.

3. We compared the amount disclosed as tangible net worth on line 3 of the Alternative I table to the net position disclosed in the September 30, 2025, audited basic financial statements less amounts for water rights, easements, and internally developed software totaling $44,253,000 which were agreed to general ledger queries and determined that they are in agreement. We noted that tangible net worth includes other intangible assets that were incurred in connection with construction and installation of plant as they are included in the plant accounts directly benefited.

4. We compared the amount disclosed as net worth on line 4 of the Alternative I table to net position from the September 30, 2025, audited basic financial statements and determined that they are in agreement.

5. We compared the amount disclosed as current assets on line 5 of the Alternative I table to current assets from the September 30, 2025, audited basic financial statements and determined that they are in agreement.

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6. We compared the amount disclosed as current liabilities on line 6 of the Alternative I table to current liabilities from the September 30, 2025, audited basic financial statements and determined that they are in agreement.

7. We recalculated the amount disclosed as the sum of net income plus depreciation, depletion, and amortization by agreeing the amounts disclosed by City Utilities as change in net position, depreciation and amortization, and auto depreciation included in vehicle expense to the corresponding amounts in the September 30, 2025, audited basic financial statements and compared the result of our calculation to that reported on line 7 of the Alternative I table and determined that they are in agreement.

We were engaged by City Utilities to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on demonstrating City Utilities' financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of the Missouri Solid Waste Management Rules. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of City Utilities and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the specified parties listed above and is not intended to be and should not be used by anyone other than these specified parties.

Our previously issued report dated December 29, 2025, was restated to include a change in the total liabilities line listed on the Test to Demonstrate Financial Assurance.

Forvis Mazars, LLP

Springfield, Missouri
January 28, 2026

City Utilities of Springfield, Missouri
EXHIBIT I
Test to Demonstrate Financial Assurance
ALTERNATIVE I

1.	Sum of current closure and post-closure cost estimates	$ 1,652,000
2.	Total liabilities*	902,250,000
3.	Tangible net worth	1,515,148,000
4.	Net worth*	1,559,401,000
5.	Current assets*	261,936,000
6.	Current liabilities*	117,271,000
7.	The sum of net income plus depreciation, depletion, and amortization*	131,809,000
8.	Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.)	N/A

* The amounts for the items marked are derived from year-end financial statements as of and for the year ended September 30, 2025, audited by **FORVIS MAZARS, LLP**, an audit firm independent of City Utilities.

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Independent Auditor's Report on the Calculation of Under (Over) Recoveries of the Fuel Adjustment Clause Schedule

The Honorable Mayor and Members of the
City Council of the City of Springfield, Missouri
City Utilities of Springfield, Missouri

We have audited the financial statements of City Utilities of Springfield, Missouri (City Utilities) as of and for the year ended September 30, 2025, and have issued our report thereon dated January 13, 2026, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on City Utilities' basic financial statements. The accompanying Calculation of Under (Over) Recoveries of the Fuel Adjustment Clause Schedule is presented for purposes of additional analysis as required by the City of Springfield, Missouri, General Ordinance No. 6139, *Fuel Adjustment Clause*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

This report is intended solely for the information and use of the Board of Directors, management, and others within the organization and City Council of the City of Springfield, Missouri, and is not intended to be and should not be used by anyone other than these specified parties.

Forvis Mazars, LLP

Springfield, Missouri
January 13, 2026

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City Utilities of Springfield, Missouri

Calculation of Under (Over) Recoveries of the Fuel Adjustment Clause Schedule

Year Ended September 30, 2025

	A	B	C = A-B	D	E = C-D	
	Eligible Fuel Costs Incurred	Fuel Costs Collected through Base Rates	Eligible Fuel Costs Incurred, Net of Fuel Costs Collected through Base Rates	Fuel Adjustment Clause Refunds	Monthly Under (Over) Recoveries of the Fuel Adjustment Clause	Cumulative Under (Over) Recoveries of the Fuel Adjustment Clause
Sep-24						$ (10,866,891)
Oct-24	$ 7,316,170	$ 10,885,940	$ (3,569,770)	$ (3,020,649)	$ (549,121)	(11,416,012)
Nov-24	7,321,225	10,375,860	(3,054,635)	(2,879,111)	(175,524)	(11,591,536)
Dec-24	9,872,792	13,204,655	(3,331,863)	(3,664,050)	332,187	(11,259,349)
Jan-25	9,239,531	15,332,511	(6,092,980)	(4,254,491)	(1,838,489)	(13,097,838)
Feb-25	9,330,925	13,153,181	(3,822,256)	(3,649,767)	(172,489)	(13,270,327)
Mar-25	5,661,222	9,518,247	(3,857,025)	(2,641,139)	(1,215,886)	(14,486,213)
Apr-25	7,302,771	8,835,870	(1,533,099)	(2,535,614)	1,002,515	(13,483,698)
May-25	7,567,496	10,746,933	(3,179,437)	(3,084,028)	(95,409)	(13,579,107)
Jun-25	11,021,422	13,196,318	(2,174,896)	(3,786,924)	1,612,028	(11,967,079)
Jul-25	15,419,896	14,785,060	634,836	(4,242,842)	4,877,678	(7,089,401)
Aug-25	10,151,020	14,865,887	(4,714,867)	(4,266,037)	(448,830)	(7,538,231)
Sep-25	9,743,087	13,430,845	(3,687,758)	(3,854,226)	166,468	(7,371,763)
Total	$ 109,947,557	$ 148,331,307	$ (38,383,750)	$ (41,878,878)	$ 3,495,128	
						$ (7,371,763)

Basis of Presentation:

General Ordinance Number 6139 requires City Utilities to adjust monthly customer electric bills to compensate for changes in the cost of fuel and purchased power to the utility. The following define costs associated with the fuel adjustment clause:

(A) As defined in General Ordinance Number 6139, eligible fuel costs incurred include only the cost of (a) coal (including freight) and natural gas burned in the generation of electricity, (b) fuel oil burned in the generation of electricity, (c) bio-mass (including freight) burned in the generation of electricity, (d) emission consumables used to reduce emissions in conjunction with the burning of fuel in the generation of electricity, and (e) purchased energy (excluding connect and capacity charges).

(B) General Ordinance Number 6139 defines fuel costs collected through base rates as the product of the fuel base cost to City Utilities upon which the electric rates were designed ($0.0409 per kilowatt-hour) and the appropriate volume of kilowatt-hour sales.

Forvis Mazars Report to the Board of Directors, Audit Committee, and Management

City Utilities of Springfield, Missouri

Results of the 2025 Financial Statement Audit, Including Required Communications

September 30, 2025

Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	This report covers audit results related to your financial statements and supplementary information: • As of and for the year ended September 30, 2025. • Conducted in accordance with our contract dated June 25, 2025.
Our Responsibilities	Forvis Mazars is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).
Audit Scope & Inherent Limitations to *Reasonable Assurance*	An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAGAS) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the financial statements taken as a whole and did not include a detailed audit of all transactions.
Extent of Our Communication	In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.
Independence	The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.
Your Responsibilities	Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.

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Matter	Discussion
Distribution Restriction	This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties: • The Board of Directors, Audit Committee, and Management • Others within City Utilities

Government Auditing Standards

Matter	Discussion
Additional GAGAS Reporting	We also provided reports as of September 30, 2025, on the following as required by GAGAS: • Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS
Reporting Limitations	Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance, and accordingly, we do not express such an opinion.

Uniform Guidance Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	We also provided reports as of September 30, 2025, on the following as required by U.S. Office of Management and Budget (OMB) Uniform Guidance: • Opinion on compliance for each major federal award program • Report on internal control over compliance • Schedule of Expenditures of Federal Awards
Audit Scope & Inherent Limitations to *Reasonable Assurance*	A compliance audit performed in accordance with OMB Uniform Guidance is designed to obtain reasonable, rather than absolute, assurance about whether noncompliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on a major federal award program occurred.

Qualitative Aspects of Significant Accounting Policies & Practices

Significant Accounting Policies

Significant accounting policies are described in Note 1 of the audited financial statements.

With respect to new accounting standards adopted during the year, we call to your attention the following topics:

- GASB 101*, Compensated Absences*
- GASB 103*, Financial Reporting Model Improvements*

Unusual Policies or Methods

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature), we noted the following:

- No matters are reportable

Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement, and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows:

- Accounting treatment in accordance with the regulated operations provisions of GASB Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989, FASB and AICPA Pronouncements.

Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Unbilled revenue
- Valuation of investment securities
- Defined benefit pension plan assumptions
- Over/under recovery of fuel and gas costs
- Deferred items including amortization periods
- Accrued liabilities, including asset retirement obligations
- Composite rate depreciation methods
- Valuation of coal inventory
- Discount rates for lease and subscription based information technology arrangements assets

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Defined benefit pension plan
- Fair value of financial instruments

Our Judgment About the Quality of City Utilities' Accounting Principles

During the course of the audit, we made the following observations regarding City Utilities' application of accounting principles:

- Application of new accounting pronouncements

Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

Proposed & Recorded Adjustments

- No matters are reportable

Uncorrected Misstatements

- No uncorrected misstatements to report.

Other Required Communications

Other Material Communications

Listed below are other material communications between management and us related to the audit:

- Management representation letter (see Attachment)

We orally communicated to management an other deficiency in internal control identified during our audit that is not considered a material weakness or significant deficiency.

Attachment

Management Representation Letter (Attachment A)

As a material communication with management, included herein is a copy of the representation letter provided by management at the conclusion of our engagement.

Attachment A

Management Representation Letter

Representation of:
City Utilities of Springfield, Missouri
301 East Central Street
Springfield, MO 65802

Provided to:
Forvis Mazars, LLP
Certified Public Accountants
910 E. St. Louis Street, Suite 200
Springfield, MO 65806

The undersigned ("We") are providing this letter in connection with Forvis Mazars' audit of our financial statements as of and for the year ended September 30, 2025.

We are also providing this letter in connection with:

- Your audit of our compliance with requirements applicable to each of our major federal awards programs as of and for the year ended September 30, 2025.

Our representations are current and effective as of the date of Forvis Mazars' report: January 13, 2026.

Our engagement with Forvis Mazars is based on our contract for services dated: June 25, 2025.

Our Responsibility & Consideration of Material Matters

We confirm that we are responsible for the fair presentation of the financial statements subject to Forvis Mazars' report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

Confirmation of Matters Specific to the Subject Matter of Forvis Mazars' Report

We confirm, to the best of our knowledge and belief, the following:

Broad Matters

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America..

2. We acknowledge our responsibility for the design, implementation, and maintenance of:

    a. Internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

    b. Internal control to prevent and detect fraud.

3. We have provided you with:

   a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.

   b. Additional information that you have requested from us for the purpose of the audit.

   c. Unrestricted access to persons within the Utility from whom you determined it necessary to obtain audit evidence.

   d. All minutes of governing body meetings, held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the governing body, if applicable, and maintained as part of our records.

   e. All significant contracts and grants.

4. We have responded fully and truthfully to all your inquiries.

Government Auditing Standards

5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.

6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.

7. We have identified and disclosed to you any violations or possible violations of laws, regulations, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.

8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.

9. We have a process to track the status of audit findings and recommendations.

10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other studies.

Federal Awards Programs (Uniform Guidance)

11. We have identified in the schedule of expenditures of federal awards all assistance provided (either directly or passed through other entities) by federal agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, commodities, insurance, direct appropriations, or in any other form.

12. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

13. We have reconciled the schedule of expenditures of federal awards (SEFA) to the financial statements.

14. Federal awards-related revenues and expenditures are fairly presented, both in form and content, in accordance with the applicable criteria in the Utility's financial statements.

15. We have identified the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* regarding activities allowed or unallowed; allowable costs/cost principles; cash management; eligibility; equipment and real property management; matching, level of effort, earmarking; period of performance of federal funds; procurement and suspension and debarment; program income; reporting; subrecipient monitoring; and special tests and provisions that are applicable to each of our federal awards programs. We have identified to you our interpretation of any applicable compliance requirements subject to varying interpretations.

16. We are responsible for complying, and have complied, with the requirements of Uniform Guidance.

17. We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal awards programs and have disclosed to you any and all instances of noncompliance with those requirements occurring during the period of your audit or subsequent thereto to the date of this letter of which we are aware. We believe the Utility has complied with all applicable compliance requirements.

18. We are responsible for the design, implementation, and maintenance of internal controls over compliance that provide reasonable assurance we have administered each of our federal awards programs in compliance with federal statutes, regulations, and the terms and conditions of the federal awards.

19. We have made available to you all federal awards (including amendments, if any) and any other correspondence or documentation relevant to each of our federal awards programs and to our compliance with applicable requirements of those programs.

20. The information presented in federal awards program financial reports and claims for advances and reimbursements is supported by the books and records from which our financial statements have been prepared.

21. The costs charged to federal awards are in accordance with applicable cost principles.

22. The reports provided to you related to federal awards programs are true copies of reports submitted or electronically transmitted to the federal awarding agency, the applicable payment system, or pass-through entity in the case of a subrecipient.

23. Amounts claimed or used for matching were determined in accordance with Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) regarding cost principles.

24. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the applicable compliance requirements for each of our federal awards programs, including any communications received from the end of the period of your audit through the date of this letter.

25. We have identified to you any previous compliance audits, attestation engagements, and internal or external monitoring related to the objectives of your compliance audit, including findings received and corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other monitoring.

26. The reporting package does not contain any protected personally identifiable information.

27. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance subsequent to the period covered by the auditor's report.

Misappropriation, Misstatements, & Fraud

28. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:

    a. Misappropriation of assets.

    b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, or net position.

29. We have no knowledge of fraud or suspected fraud affecting the Utility involving:

    a. Management or employees who have significant roles in internal control over financial reporting, or

    b. Others when the fraud could have a material effect on the financial statements.

30. We have no knowledge of any allegations of fraud or suspected fraud affecting the Utility received in communications from employees, former employees, customers, analysts, SEC or other regulators, citizens, suppliers, or others.

31. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

Ongoing Operations

32. We have evaluated whether there are conditions or events known or reasonably knowable, considered in the aggregate, that raise substantial doubt about the Utility's ability to continue as a going concern within one year of the date of the financial statements and known facts thereafter without consideration of potential mitigating effects of management's plans and concluded substantial doubt does not exist.

33. We acknowledge the current economic volatility presents difficult circumstances and challenges for our industry. Entities are potentially facing declines in the fair values of investments and other assets, declines in the volume of business, contributions, constraints on liquidity, difficulty obtaining financing or bonding, significant credit quality problems, including other collateral supporting loans, etc. We understand the values of the assets and liabilities recorded in the financial statements could change rapidly, resulting in material future adjustments to asset values, allowances for accounts receivable, capital , etc., that could negatively impact the Utility's ability to meet debt covenants or maintain sufficient liquidity.

    We acknowledge that you have no responsibility for future changes caused by the current economic environment and the resulting impact on the Utility's financial statements. Further, management and governance are solely responsible for all aspects of managing the Utility, including questioning the quality and valuation of investments, inventory, and other assets; reviewing allowances for uncollectible amounts; evaluating capital needs and liquidity plans

Related Parties

34. We have disclosed to you the identity of all of the Utility's related parties and all the related-party relationships of which we are aware.

In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America..

35. We understand that the term related party refers to:

    - Affiliates
    - Entities for which investments are accounted for by the equity method
    - Trusts for the benefits of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management
    - Principal owners and members of their immediate families
    - Management and members of their immediate families
    - Any other party with which the Utility may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

    Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

    The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the Utility.

Litigation, Laws, Rulings, & Regulations

36. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America..

37. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.

38. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.

39. There are no regulatory examinations currently in progress for which we have not received examination reports.

40. We have no reason to believe the Utility owes any penalties or payments under the Employer Shared Responsibility Provisions of the *Patient Protection and Affordable Care Act*, nor have we received any correspondence from the IRS or other agencies indicating such payments may be due.

41. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

Nonattest Services

42. You have provided nonattest services, including the following, during the period of this engagement:

    - Completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse
    - Printing, formatting, and binding of financial statement services

43. With respect to these services:

    a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.

    b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.

    c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.

    d. We have evaluated the adequacy of the services performed and any findings that resulted.

    e. We have established and maintained internal controls, including monitoring ongoing activities.

    f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

Financial Statements & Reports

44. With regard to supplementary information:

    a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with the applicable criteria.

    b. We believe the supplementary information is fairly presented, both in form and content, in accordance with the applicable criteria.

    c. The methods of measurement and presentation of the supplementary information are unchanged from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

    d. We believe the significant assumptions or interpretations underlying the measurement and/or presentation of the supplementary information are reasonable and appropriate.

e. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to intended users of the supplementary information no later than the date such information and the related auditor's report are issued.

45. We have not issued an annual report as of the date of this letter. We do not plan to include the auditor's report in the annual report at this time.

Transactions, Records, & Adjustments

46. All transactions have been recorded in the accounting records and are reflected in the financial statements.

47. The Utility has appropriately reconciled its general ledger accounts to their related supporting information. All related reconciling items considered to be material were identified and included on the reconciliations and were appropriately adjusted in the financial statements. All intracompany (and intercompany) accounts have been eliminated or appropriately measured and considered for disclosure in the financial statements.

48. We have everything we need to keep our books and records.

49. We have disclosed any significant unusual transactions the Utility has entered into during the period, including the nature, terms, and business purpose of those transactions.

Governmental Accounting & Disclosure Matters

50. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

51. With regard to deposit and investment activities:

    a. All deposit, repurchase and reverse repurchase agreements, and investment transactions have been made in accordance with legal and contractual requirements.

    b. Investments, derivative instrument transactions, and land and other real estate held by endowments are properly valued.

    c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.

    d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.

    e. Risk disclosures associated with deposit and investment securities and derivative instrument transactions are presented in accordance with GASB requirements.

52. The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.

53. We have identified and evaluated all potential fiduciary activities. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.

54. Components of net position (net investment in capital assets, restricted, and unrestricted) are properly classified and, if applicable, approved.

55. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.

56. We have appropriately disclosed the Utility's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

57. Leases have been properly identified, recorded, and disclosed in accordance with GASB Statement No. 87, *Leases*.

58. Subscription-based information technology arrangements (SBITAs) have been properly identified, recorded, and disclosed in accordance with GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

59. The government has properly measured, recorded, and disclosed compensated absences and other salary-related payments in accordance with GASB Statement No. 101, *Compensated Absences*.

60. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis and pension information, has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.

Accounting & Disclosure

61. All transactions entered into by the Utility are final. We are not aware of any unrecorded transactions, side agreements or other arrangements (either written or oral) that are in place.

62. Except as reflected in the financial statements, there are no:

    a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, or net position.

    b. Material transactions omitted or improperly recorded in the financial records.

    c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.

    d. Events occurring subsequent to the balance sheet date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.

    e. Agreements to purchase assets previously sold.

    f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.

    g. Guarantees, whether written or oral, under which the Utility is contingently liable.

h. Known or anticipated asset retirement obligations.

63. Except as disclosed in the financial statements, the Utility has:

a. Satisfactory title to all recorded assets, and those assets are not subject to any liens, pledges, or other encumbrances.

b. Complied with all aspects of contractual and grant agreements, for which noncompliance would materially affect the financial statements.

64. We agree with the findings of specialists in evaluating the valuation of coal inventory, pension information and investments and have adequately considered the qualification of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.

Revenue, Accounts Receivable, & Inventory

65. Adequate provisions, allowances, or other adjustments in basis have been recorded for any material losses from:

a. Uncollectible receivables.

b. Excess or obsolete inventories.

c. Sales commitments, including those unable to be fulfilled.

d. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

Estimates

66. We have identified all accounting estimates that could be material to the financial statements and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.

67. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that “near term” means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer to a lack of diversity related to customers, industries, inflows of resources, workforce covered by collective bargaining agreements, providers of financial resources, or suppliers of material, labor or services business revenues, loans, investments, or deposits, or constraints, which refer to a limitation imposed by an external party or by formal action of a government’s highest level of decision-making authority related to limitations on raising revenue, limitations on spending, limitations on the incurrence of debt, or mandated spending, existing at the date of the financial statements that would make the Utility vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

Fair Value

68. With respect to the fair value measurements of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto:

a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated course of action.

b. The measurement methods and significant assumptions used in determining fair value are appropriate in the circumstances for financial statement measurement and disclosure purposes and have been consistently applied.

c. The significant assumptions appropriately reflect market participant assumptions.

d. The disclosures related to fair values are complete, adequate, and in conformity with accounting principles generally accepted in the United States of America.

e. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Tax-Exempt Bonds

69. Tax-exempt bonds issued have retained their tax-exempt status.

70. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.

GASB Statement 101, Compensated Absences

71. In connection with the adoption of GASB Statement No. 101, *Compensated Absences* (GASB 101), we represent that footnotes to the financial statements appropriately describe the adoption of GASB 101 and include all disclosures required under GASB 101.

GASB Statement 103, Financial Reporting Model Improvements

72. In connection with the adoption of GASB Statement No. 103, *Financial Reporting Model Improvements* (GASB 103), we represent that footnotes to the financial statements appropriately describe the adoption of GASB 103 and include all disclosures required under GASB 103.

Dwayne Fulk (Jan 13, 2026 14:50:28 CST)

Dwayne Fulk
President - Chief Executive Officer

dwayne.fulk@cityutilities.net

Amy Derdall (Jan 13, 2026 15:27:03 CST)

Amy Derdall
Sr. Vice President - Chief Financial and Supply Chain Officer

amy.derdall@cityutilities.net

EXHIBIT A - SECTION II

Contractor's Proposals and Submissions

A Technical Proposal for

City Utilities of Springfield, Missouri

RFP 83296 – Professional Auditing Services

April 21, 2026

Primary Contact
Kristen Bright, CPA, Partner
910 East St. Louis Street, Suite 200
Springfield, MO 65806
Phone: 417.865.8701

Submitted by Forvis Mazars, LLP

forvis mazars

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INFORMATION CONTAINED IN FORVIS MAZARS RFP RESPONSE, WHICH IT ASSERTS AS CONFIDENTIAL, IS EITHER BUSINESS AND/OR PROPRIETARY TRADE SECRET INFORMATION NOT SUBJECT TO DISCLOSURE AS SET FORTH IN THE STATE OF MISSOURI SUNSHINE LAW. SUCH CONFIDENTIAL INFORMATION HAS INDEPENDENT ECONOMIC VALUE TO FORVIS MAZARS, IS NOT REASONABLY ASCERTAINABLE BY THIRD PARTIES, AND IS THE SUBJECT OF REASONABLE EFFORTS BY FORVIS MAZARS TO MAINTAIN ITS SECRECY AND/OR CONFIDENTIALITY. SUCH INFORMATION IN THIS PROPOSAL SHALL BE DESIGNATED WITH AN ASTERISK (*).

Our acceptance of this engagement is subject to completion of our normal client acceptance procedures. Upon acceptance, the actual terms of our engagement will be documented in a separate letter to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, without Forvis Mazars prior written approval. Most statistical information in this proposal is as of May 31, 2025, unless otherwise noted.

Forvis Mazars, LLP
910 East St. Louis Street, Suite 200
Springfield, MO 65806
417.865.8701
forvismazars.us

iii. Transmittal Letter

April 21, 2026

Mr. Nathan Alexander
Purchasing Manager
City Utilities of Springfield, Missouri
301 East Central Street
Springfield, MO 65802

Dear Mr. Alexander:

City Utilities of Springfield, Missouri (City Utilities) operates within a challenging public utility framework, encompassing dynamic demands such as maintaining stable bond ratings, adhering to evolving air quality standards, and addressing legislative impacts—while integrating innovative strategies that are pushing public power organizations to broaden their future plans. These considerations necessitate careful financial oversight to sustain service reliability and the community's confidence in their provider.

As your trusted advisors, Forvis Mazars has provided a local team that understands the importance of City Utilities' fiscal responsibility and its effect on our shared community. In addition, our office in Springfield includes members of our Professional Standards Group (PSG)—which serves as a valuable resource for federal award audits, compliance regulations, and operational nuances critical to your continued success. For these and other reasons stated throughout our proposal, we believe we are well-qualified to perform the work requested in your RFP.

Forvis Mazars understands City Utilities is requesting a Financial Statement Audit in Accordance with *Government Auditing Standards* and Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance), including Under (Over) Recoveries of the Fuel Adjustment Clause, Compliance with Financial Test required by the Missouri Solid Waste Management Law, and procedures necessary (subsequent events review) for annual report, for the years ending September 30, 2026, 2027, 2028, 2029, and 2030. We are committed to performing the work within City Utilities' time period. We understand this proposal is a firm and irrevocable offer for one hundred twenty (120) days after the date and time set for receipt.

Forvis Mazars agrees to comply with the terms and conditions specifically set forth in the RFP, except the following topics: auditor workpaper access and ownership, contract upon issuance of PO, indemnification, insurance requirements and complete certified copies of policies.

City Utilities is an important client, and we look forward to extending our services to meet your reporting needs. We believe our proposal will help you select our firm for continued efficient and objective services delivered by experienced professionals. For questions you may have about this proposal you may reach me by phone or email as provided below.

Sincerely,

Kristen Bright

Kristen Bright, CPA
Partner
417.865.8701
kristen.bright@us.forvismazars.com

Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited.

Executive Summary

Our Understanding of Your Needs

City Utilities of Springfield, Missouri (City Utilities) is dedicated to driving sustainable growth through strategic planning and innovation. Forvis Mazars can continue to complement your vision by delivering forward-thinking insights and practical solutions to help you navigate complexity and seize opportunities. With a strong history of service, significant industry knowledge, and track record of providing unmatched client service, we can continue to help strengthen governance, reduce risk, and support City Utilities in achieving long-term success.

What We Know

City Utilities needs a professional service provider with deep industry experience to deliver fresh perspective with a new engagement quality review partner and identify clear opportunities for improvement and growth.

You value proactive communication and a collaborative working relationship as you navigate the changing public sector environment that public utilities are facing.

You need a team that anticipates challenges, provides insights on industry trends, and helps assess their impact on growth strategies.

You require a team that will be accountable to the commitments made and meet your deadlines.

You seek a firm that consistently delivers meaningful opportunities for added value.

You want dedicated professionals who can attend audit committee meetings to provide board education and discuss relevant topics such as regulatory updates, AI data risk, and integrity governance.

UNMATCHED CLIENT EXPERIENCE

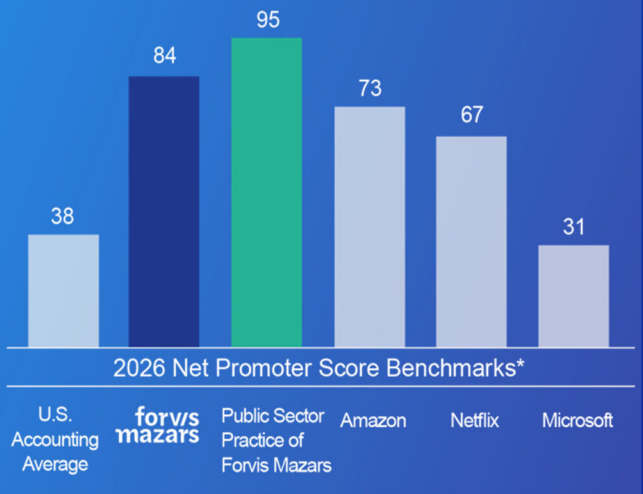
Throughout this proposal, anytime you find this symbol you can know our Unmatched Client Experience® is in action.

After discussing your business needs and listening to understand your areas of priority for this engagement, we are excited to present our proposal to City Utilities and highlight our capacity to continue to make a difference for you.

What Our Clients Say

Our firm is committed to delivering an Unmatched Client Experience through exceptional quality and client service. In 2026, Forvis Mazars won ClearlyRated's Best of Accounting Five Year Gold Award for Service Excellence.

ClearlyRated® utilizes a Net Promoter® Score (NPS®) to determine the results. NPS is a simple metric based on a survey question to clients. Below, we have shared statistics regarding the NPS for Forvis Mazars and comparable scores from other leading brands and our industry.



NPS Data Source: CustomerGauge (https://customergauge.com/benchmarks/blog/top-highest-nps-scores). Net Promoter®, NPS®, NPS Prism®, and the NPS-related emoticons are registered trademarks of Bain & Company, Inc., NICE Systems, Inc., and Fred Reichheld. *ClearlyRated® - NPS® 101 for Accounting Firms & Relational FYE 2025 Survey.

Executive Summary

Matching Our Strengths to Your Needs

City Utilities can continue to expect an experience defined by our commitment to an Unmatched Client Experience. It is how we are recognized in the market and what will continue to drive our ability to meet your expectations. Our team is confident we can deliver a quality, efficient, and transparent process that reflects City Utilities' needs while diligently meeting your deadlines. Here's how:

Why Retain Forvis Mazars	Benefits to City Utilities
Deep industry and regulatory experience that helps to see around the corner	• Industry bench strength makes us positioned to provide you with relevant insights on emerging trends and regulatory developments. • An engagement quality reviewer rotation providing important GASB insights from working with clients in the public utility industry. • Provide management with an understanding of applicable American Institute of CPAs (AICPA) standards to help identify emerging issues before they arise.
An experienced team that continues to provide our commitment to an Unmatched Client Experience	• A dedicated team that delivers the strength, leading practices, methodologies, and tools you expect from your audit service provider with the capacity to meet your timelines. • A connected, integrated team with a history of providing seamless coordination and execution to deliver on our commitment to an Unmatched Client Experience.
Proactive and transparent communication to management and the Audit Committee	• We execute audits responsively by deploying resources when and where needed, and by addressing your questions with clarity and confidence. • No surprises — early issue identification through effective team management and proactive dialogue leads to better questions, clearer findings, and reduced audit burden.

2.2 Independence

2.2.1 The firm shall provide an affirmative statement that it is independent of City Utilities and the City, and any of its agencies, oversight or component units, as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards (Yellow Book).

To the best of our knowledge, Forvis Mazars is independent with respect to City Utilities and the City, and any of its agencies, oversight or component units, as defined by:

- The Code of Professional Conduct of the AICPA
- U.S. Government Accountability Office's *Government Auditing Standards*

We are not aware of any relationship that would impair our independence.

2.2.2 The firm shall also list and describe the firm's professional relationships involving City Utilities or the City or any of its partners, including the Partnership Industrial Center and The Energy Authority (TEA), component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

To the best of our knowledge, no relationship exists with the organizations listed in Section 2.2.2. that would constitute a conflict of interest relative to performing the proposed audit.

We work hard to maintain high standards of professional practice, including a strong system of quality control that emphasizes independence and objectivity.

To ascertain whether the firm's policies relating to independence, integrity, and objectivity are followed, all of our employees are required to complete an annual independence survey. This electronic survey verifies the firm's policies have been read and the individual is in compliance. Explanations of special circumstances, documentation of questions, and listings of any potential conflicts of interest are requested in the survey. A reporting mechanism has been adopted to ensure the independence and objectivity standards are met.

Furthermore, Forvis Mazars maintains a restricted entity list of clients that are public companies and certain other clients who issue securities that could be purchased by Forvis Mazars personnel. All firm personnel are required to review this list prior to acquiring any security, obtaining a loan, opening, or modifying a brokerage account, or entering a business relationship. In addition, a real-time monitoring application is in place to electronically monitor investment activity of employees.

Forvis Mazars also monitors compliance with independence requirements by annually selecting a sample of employees and partners to provide brokerage statements and tax returns for themselves and all immediate family members to verify whether information submitted on the annual survey is complete and accurate.

In addition to employee independence considerations, Forvis Mazars uses an electronic system to track client relationships and regularly check independence of our client based on current independence rules across our entire network. This tool considers level of independence risk and uses underlying data from an outside databank of over 489 million companies across the globe with extensive ownership structures.

2.2.3 In addition, the firm shall give City Utilities written notice of any professional relationships entered into during the period of this agreement which could have the appearance of a conflict of interest.

Forvis Mazars will provide written notice to City Utilities if any professional relationships are entered into that would compromise our independence.

2.3 License to Practice in the State of Missouri, issued by the Missouri State Board of Accountancy

An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice accounting in the State of Missouri.

Forvis Mazars is properly licensed to practice public accounting in the state of Missouri. All key professionals who would be assigned to your engagement are properly registered/licensed to practice in the state of Missouri or able to practice in the state due to mobility laws, without the requirement to obtain an individual Missouri license.

2.4 Firm Qualifications & Experience

2.4.1 The proposal shall state:
- the size of the firm
- the size of the firm's utility audit staff
- size of the firm's governmental audit staff

Firm Size

Forvis Mazars is one of the largest accounting firms in the United States. We serve 76 markets across 30 states. Our CPAs, advisors, and dedicated staff serve clients in all 50 states, including clients with international operations.

Governmental Audit Staff Size

Forvis Mazars has approximately 800 professionals who are dedicated to providing services to clients in the nonprofit, governmental, and higher education industries, including audit services to governmental entities. We do not track audit staff exclusive to auditing utilities.

the location of the office from which the work on this engagement is to be performed
for the assigned practice office, indicate:
•the number of staff by discipline (financial audit, information technology, tax, consulting)
•the number of staff by category (partner, manager, etc.)
•the number of staff with utility audit or consulting experience
•description of current audit client base by industry, size, etc.

Location

City Utilities' requested services will be provided primarily by professionals in our Springfield, Missouri, and Omaha, Nebraska office locations, which collectively are your assigned practice offices.

Springfield

Forvis Mazars
910 East St. Louis Street, Suite 200
Springfield, MO 65806

Omaha

Forvis Mazars
1120 South 101st Street, Suite 410
Omaha, NE 68124

Springfield Office by the Numbers

By Discipline	Approximate Number of Personnel
Assurance	110+
Tax	55+
Consulting	95+
Category of Staff	**Number of Personnel**
Partner/Principal/Managing Director	54
Senior Director/Director/Senior Manager	87
Manager/Lead	83
Senior Associate II/Senior Associate	109
Senior Specialist II/Senior Specialist	28
Specialist/Associate	86
Total	**447**
Audit Client Base by Industry	**Approximate % of Clients**
Consumer & Logistics	5%+
Financial Services	10%+
Healthcare	45%+
Infrastructure	2-4%+
Manufacturing	10%+
Nonprofit, Education, & Public Sector	5%+
Real Estate	5%+
Technology, Media, & Telecommunications (TMT), Life Sciences & Services	5%+

Forvis Mazars does not track the number of staff within utility audit exclusively.

Omaha Office by the Numbers

By Discipline	Approximate Number of Personnel
Assurance	35+
Tax	20+
Consulting	0
Category of Staff	**Number of Personnel**
Partner/Principal/Managing Director	8
Director/Senior Manager	10
Manager/Lead	8
Senior Associate II/Senior Associate	11
Senior Specialist II/Senior Specialist	3
Specialist/Associate	18
Total	**58**
Audit Client Base by Industry	**Approximate % of Clients**
Consumer & Logistics	5%+
Financial Services	50%+
Healthcare	1-3%+
Infrastructure	10%+
Manufacturing	5%+
Nonprofit, Education, & Public Sector	15%+
Real Estate	3-5%+
Technology, Media, & Telecommunications (TMT), Life Sciences & Services	1-3%+

Peer Review

2.4.2 The firm shall also submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific utility and government engagements.

Forvis Mazars is committed to providing quality audit services to our clients, and we submit our work to external reviewers who challenge our approach and findings. The AICPA's peer review program assists us in confirming our process works and identifying potential areas for improvement that could enhance our audit quality.

We regularly participate in these reviews once every three years as required by the AICPA. Our report, in the name of FORVIS, contains a rating of "Pass," which is the best peer review rating available under the current peer review standards. A copy of our most recent AICPA peer review report is included in the Appendix.

This peer review included inspection of our engagements performed under *Government Auditing Standards* and our Single Audit engagements.

Desk Reviews

2.4.3 The firm shall also provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.

From time to time, selected audit engagements are subject to desk review by federal or other regulators. All such reviews during the past three years have shown our work to be generally satisfactory, and no disciplinary or other administrative proceedings have resulted from those reviews. There have been no disciplinary actions taken against Forvis Mazars by the Missouri State Board of Accountancy, PCAOB, AICPA, or other regulatory agencies within the past five years. There are no pending issues that would affect our ability to provide services under the proposal or serve our clients.

Litigation

2.4.4 The proposal shall describe all pending or settled litigation during the past five (5) years involving the assigned practiced office.

To avoid litigation, Forvis Mazars maintains an extensive risk management program addressing a multitude of issues ranging from client acceptance to final working paper and financial statement review. Yet, as with any firm our size, the firm may experience litigation from time to time. Details of litigation cannot be disclosed pursuant to confidentiality agreements; however, the results of litigation have never been material to the firm. Currently, there is no substantial litigation outstanding.

2.5 Partner, Supervisory & Staff Qualifications & Experience for Assigned Staff

2.5.1 The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, and specialists (including information technology specialists) who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in the State of Missouri. The firm also should provide information on the electric, natural gas, transportation, broadband and water utilities, and governmental auditing experience (including a list of clients) for each person identified including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

2.5.2 The firm shall provide as much information as possible regarding the qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement.

2.5.3 Describe any other practice office experience that you deem to be relevant to completion of the proposed engagement.

2.5.4 If it becomes necessary to change engagement partners, managers, seniors, specialists, and other audit personnel, during the contract term, City Utilities will retain the right to approve or reject replacements.

The Right Team to Serve City Utilities

We structure engagement teams to meet your specific needs, supporting an approach that integrates client expectations, technical knowledge, and regulatory frameworks. As City Utilities may know, our office in Springfield serves as the base operations of our firm's Professional Standards Group (PSG), including Partner Lindsey Oakley, who serves as the national financial reporting partner for our nonprofit, education, and public sector industry group.

Our proposed addition of Partner Amy Shreck (Omaha) as engagement quality reviewer can provide City Utilities with a fresh perspective from a GASB fellow with extensive experience formulating standards.

As mentioned, all key professionals who would be assigned to your engagement are properly registered/licensed to practice in the state of Missouri or able to practice in the state due to mobility laws, without the requirement to obtain an individual Missouri license.

Kristen Bright, CPA
Lead Engagement Partner
417.865.8701
kristen.bright@us.forvismazars.com

Kristen joined Forvis Mazars in 2005 and provides audit and consulting services for utilities, colleges, universities, governmental and nonprofit organizations. She is a member of the Nonprofit, Education and Public (NEP) Practice and serves as the regional industry team leader for Forvis Mazars' Northwest Region as well as a member of the firm's NEP Committee. She is currently serving as Chair of Southern Missouri's Forvis Mazars Foundation. Her role as NEP Northwest Regional Industry Leader is to assist market industry leaders in seven practice units develop market strategies, tools to bridge gaps between client experience and expectations and collaborate to develop resources for team members.

Her client experience includes Single Audit requirements, including federal transit administration and FEMA grants, new GASB pronouncement implementations; and accounting and reporting issue assistance. She has been designated as one of Forvis Mazars' top Single Audit reviewers. She has served as a reviewer for the firm's interoffice inspection program and on external peer review teams in the public sector, and nonprofit areas.

Kristen has served as a firm instructor for new audit in-charge training and the firm's annual government and nonprofit accounting and auditing training. She also has presented at the local chapters and conferences of The Institute of Internal Auditors, Association of Government Accountants, and American Public Power Association (APPA). Kristen routinely attends Missouri Public Utility Alliance (MPUA) annual conference, APPA's Business and Finance Conference and APPA's Annual Conference to stay current on topics affecting the utility industry.

She is a member of the American Institute of CPAs and Missouri Society of CPAs.

Kristen is highly involved in her community. She is a former treasurer on the board of directors of Big Brothers Big Sisters of the Ozarks, former treasurer for The Summit Preparatory School, former treasurer for Junior League of Springfield, Inc. and current treasurer of The Askinosie Foundation.

She is a *cum laude* graduate of Drury University, Springfield, Missouri, with a B.A. degree in business administration and accounting.

Kristen has approximately 171 hours of CPE training for 2023, 2024, and 2025.

Representative Clients*

- Associated Electric Cooperative, Inc.
- Barry Electric Cooperative
- City Utilities of Springfield, Missouri
- Cuivre River Electric Cooperative
- Gascosage Electric Cooperative
- Omaha Public Power District, Engagement Quality Reviewer
- Sikeston Board of Municipal Utilities

Amy Shreck, CPA
Engagement Quality Reviewer
402.575.5679
amy.shreck@us.forvismazars.com

Amy is a member of the Public Sector Practice and Nonprofit Practice at Forvis Mazars and has more than 20 years of experience working with governmental entities, public power entities, nonprofits, and higher education institutions. She leads the Public Sector Center of Excellence, an internal committee of leaders across the firm who discuss a variety of issues important to the public sector.

She completed a two-year term as a practice fellow with GASB at its headquarters from 2015 to 2017, where she helped to formulate standards and assisted with technical inquiries. Amy's experience at GASB allows her to help clients better understand GASB standards and the thought process behind the standards. She currently serves as an advisor to the Government Finance Officers Association standing committee on Accounting, Auditing, and Financial Reporting.

Amy is a member of the American Institute of CPAs and Nebraska Society of CPAs. She is a graduate of Leadership Omaha Class 37. She previously served on the Goodwill Industries Serving Southeast Nebraska board of directors and the University of Nebraska–Lincoln School of Accountancy Junior Advisory Board. She currently serves on the Nebraska Forvis Mazars Foundation Advisory Committee and the WorkLab, LLC board of directors

Amy is a graduate with highest distinction of University of Nebraska–Lincoln, with a B.S. degree in business administration and an M.P.A. degree.

Amy has approximately 275 hours of CPE training for 2023, 2024, and 2025.

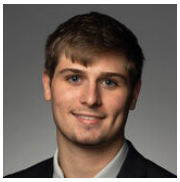
Representative Clients*

Engagement Executive

- Omaha Public Power District
- Cedar County, NE
- City of Council Bluffs, IA
- City of Omaha, NE
- City of Tekamah, NE
- Douglas County, NE

Engagement Quality Reviewer

- Central NE Public Power & Irrigation District
- Central Plains Energy Project
- City of Lincoln Transportation and Utilities
- District Energy Corporation
- Heartland Consumers Power District
- Kentucky Municipal Energy Agency
- Lincoln Electric System
- Minnesota Municipal Power Agency
- Missouri Joint Municipal Electric Utility Commission
- Municipal Energy Agency of Nebraska
- Municipal Energy Agency of Nebraska
- Nebraska Public Power District – OPEB/Pension only
- Norris Public Power District
- Northern Illinois Municipal Power Agency
- Prairie State Generating Company
- Public Energy Facilities Authority
- Public Power Generation Agency
- Sikeston Board of Municipal Utilities
- Lincoln Airport Authority
- Nebraska City Airport Authority
- Omaha Airport Authority
- City of Auburn, NE
- City of Beatrice, NE
- City of Bellevue, NE
- City of Lincoln, NE
- City of Papillion, NE
- City of Ralston, NE
- City of Tecumseh, NE
- Nebraska State Fair Board



Logan Harris, CPA
Audit Manager
417.520.5359
logan.harris@us.forvismazars.com

Logan is a member of Forvis Mazars' Springfield audit team. He joined the firm in 2021 and provides audit services to a variety of clients in the public sector, education and nonprofit industries. He also has experience in employee benefit plan audits. Logan serves as the audit in-charge on engagements, demonstrating strong project management and leadership skills through effective coordination of engagement teams, proactive communication with clients, and delivery of client deliverables while working through client's expected deadlines.

He is a member of the American Institute of CPAs and Missouri Society of CPAs.

Logan is a 2021 graduate of Drury University, Springfield, Missouri, with a B.B.A. degree in accounting and finance.

Logan has approximately 160 hours of CPE training for 2023, 2024, and 2025.

Representative Clients*

- City Utilities of Springfield, Missouri
- Sikeston Board of Municipal Utilities
- University of Central Missouri

Carley Lyford, CPA
Uniform Guidance Manager
417.522.0602
carley.lyford@us.forvismazars.com

Carley is a member of Forvis Mazars' Springfield audit team. She joined the firm in 2019 as an intern working in various industries. Carley then returned in January 2020 as a full-time audit associate, primarily serving education, and government and nonprofit organizations.

Carley is known for her strong attention to detail and structured approach to engagement execution, including designing and implementing audit workflows that support timely, efficient completion of audits while meeting Uniform Guidance and reporting deadlines. In her role, she oversees planning and execution, coordinates with client personnel and engagement teams, and helps ensure audit requirements are met accurately and consistently. She has worked with clients with large grant portfolios, including research grants and FEMA.

She is involved in firm recruiting efforts as well as initiatives to develop and teach the firm's new team members.

Carley is a member of the American Institute of CPAs and Missouri Society of CPAs.

She is a graduate of Missouri State University, Springfield, with B.S. and M.S. degrees in accounting.

Carley has approximately 157 hours of CPE training for 2023, 2024, and 2025.

Representative Clients*

- City Utilities of Springfield, Missouri
- Sikeston Board of Municipal Utilities
- Oklahoma State University
- Lincoln University

Casey Greenway
IT Director
417.865.8701
casey.greenway@us.forvismazars.com

Casey is a member of the IT Risk & Compliance practice, bringing more than 20 years of combined internal and external audit experience. Her background includes extensive work with governmental entities such as municipalities, school districts, library districts, state departments, and utility organizations as well as clients in the insurance and financial institutions industries. Casey also specializes in IT assurance for financial statement audits, with a focus on large, integrated engagements.

She works closely with financial audit teams to evaluate and articulate the impact of information technology on financial reporting and the overall control environment. Her experience includes supporting complex operational environments where system reliability, data integrity, and regulatory compliance are critical.

She has assisted organizations with a wide range of services, including the design, implementation, and evaluation of IT general controls; internal control assessments; and advisory services related to financial reporting and operational risk. Casey has deep experience with SOX 404 compliance, Single Audit requirements for governmental entities, FDICIA examinations, and evaluations of internal control structures.

Casey is a member of the American Institute of Certified Public Accountants (AICPA), the Missouri Society of CPAs, and ISACA®. She holds a Bachelor of Science in Business Administration with a degree in accounting from Missouri Southern State University in Joplin, Missouri.

Casey has approximately 263 hours of CPE training for 2023, 2024, and 2025.

Representative Clients*

- City Utilities of Springfield, Missouri
- Omaha Public Power District
- Lincoln Electric System
- City of Indianapolis, Indiana

Additional Resource

Lindsey Oakley, CPA
Partner

Lindsey has worked in the government, nonprofit, and education industry for more than 19 years. She is a member of the Nonprofit Practice, the Education Practice, and the Public Sector Practice and serves in Forvis Mazars' professional standards group, where she provides technical support to Forvis Mazars auditors, implements new professional standards, and performs concurring reviews on engagements. She also serves as Forvis Mazars' firmwide national financial reporting partner for the nonprofit, education, and public sector industry.

She joined the professional services group in 2012 after working in the Springfield office, where she provided audit and consulting services for nonprofit organizations, governmental entities, and real estate companies.

Lindsey is a member of the American Institute of CPAs (AICPA) and Missouri Society of CPAs. She is the chair of the AICPA Government Audit Quality Center Executive Committee. She also serves on the Comptroller General's Advisory Council on Government Auditing Standards.

She is a graduate of Missouri State University, Springfield, with a B.S. degree in accountancy and an M.Acc. degree.

Continuing Professional Education

All Forvis Mazars client-facing professionals are required to complete a specific number of hours of continuing professional education (CPE). These hours can be obtained through firm programs, AICPA and state association meetings, sponsored programs, programs presented by other registered sponsors, and self-study programs to satisfy both the annual in-firm 40-hour requirements and the triennial in-firm 120-hour requirement. Assurance professionals devoting at least 25% of their chargeable time to, or who have supervision or review responsibilities, one or more audit, review, or other attest engagements (excluding compilation engagements) must complete at least eight hours of Accounting and Auditing (A&A) accredited education annually and 48 hours of A&A accredited education every three years.

In addition, all licensed CPAs are responsible for compliance with all continuing education requirements of the state board in which they are licensed.

For auditors involved with audits performed under *Government Auditing Standards*, this education includes the hours required to comply with *Government Auditing Standards* **Yellow Book** guidance. All individuals, including professionals involved in performing fieldwork on *Government Auditing Standards* audits, are required to obtain at least 24 hours of CPE during a two-year period in subjects directly related to governmental auditing or the governmental environment. In addition, engagement team members responsible for planning, directing, or reporting on *Government Auditing Standards* audits are required to complete a minimum of 56 hours of CPE every two years that directly enhances their professional proficiency to perform audits.

Recognized Learning & Development

Keeping up with the latest industry developments and a rapidly changing regulatory environment requires significant time and resource investments. At Forvis Mazars, we make those investments so you can depend on our professionals for technical knowledge and strategic guidance. In fact, Forvis Mazars has been repeatedly recognized for the outstanding learning and development programs we've designed for our professionals.

Training magazine ranked Forvis Mazars as a winner in the 2025 Training APEX Awards (formerly the Training Top 100), marking our twelfth consecutive year for earning this premier distinction among other elite organizations from across the world. In addition, Forvis Mazars has been a recipient of the LearningElite award from **Chief Learning Officer** magazine for nine years since 2014, earning Gold or Silver recognition from 2018-2023.

Staff Changes

In the event we are required to make a change to any key personnel assigned to your engagement, we will discuss this with you to explain the circumstances and proposed change. Your lead engagement executive, Kristen Bright, or office managing partner will be coordinating personnel changes. We generally do not remove key personnel from an audit once it has begun, but occasionally employee turnover or other events beyond our control require such a change. If a personnel change is required, we are confident we can provide a qualified replacement to complete your audit with limited interruption.

We understand engagement team members, consultants and firm specialists mentioned in our response to this RFP can only be changed with the prior express written permission of City Utilities, which retains the right to approve or reject replacements.

2.6 Description of Relevant Practice Office Experience

2.6.1 Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2020 and 2025)

•Electric, natural gas, broadband and water utilities (include the services provided and indicate if municipally owned)
•Public transportation entities
•Municipalities and other government entities
•Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided)

Representative Clients

Utilities*

Forvis Mazars' assigned practices offices are proud to provide audit services to utility clients, including:

- Associated Electric Cooperative
- Barry Electric Cooperative
- Central NE Public Power & Irrigation District
- Central Plains Energy Project
- City of Lincoln Transportation and Utilities
- City Utilities of Springfield, Missouri
- Cuivre Electric Cooperative
- District Energy Corporative
- Gascosage Electric Cooperative
- Heartland Consumers Power District
- Kentucky Municipal Energy Agency
- Lincoln Electric System
- Minnesota Municipal Power Agency
- Missouri Joint Municipal Electric Utility Commission
- Municipal Energy Agency of Nebraska
- Nebraska Public Power District – OPEB/Pension Only
- Norris Public Power District
- Northern Illinois Municipal Power Agency
- Omaha Public Power District
- Prairie State Generating Company
- Public Energy Facilities Authority
- Public Power Generation Agency
- Sikeston Board of Municipal Utilities

Transportation Authorities*

Forvis Mazars' assigned practices offices are proud to provide audit/tax/consulting services to transportation authorities, including:

- Lincoln Airport Authority
- Nebraska City Airport Authority
- Omaha Airport Authority
- City Utilities of Springfield, MO

Municipalities & Other Government Entities*

Forvis Mazars' assigned practices offices are proud to provide audit/tax/consulting services to municipalities and other government entities, including:

- Boone County, MO
- Camden County, MO
- Cedar County, NE
- City of Beatrice, NE
- City of Bellevue, NE
- City of Auburn, NE
- City of Council Bluffs, IA
- City of Lincoln, NE
- City of Norfolk, NE
- City of Omaha, NE
- City of Springfield, MO
- City of Tekamah, NE
- Cole County, MO
- Douglas County, NE
- Jasper County, MO
- Nebraska State Fair Board
- Newton County, MO
- Platte County, MO
- Ray County, MO

Single Audit*

Forvis Mazars' assigned practices offices are proud to provide Single Audits to clients, including:

- City of Beatrice, NE
- City of Bellevue, NE
- City of Council Bluffs, IA
- City of Fremont, NE
- City of Lincoln, NE
- City of Norfolk, NE
- City of Omaha, NE
- City of Papillion, NE
- City of Tecumseh, NE
- City Utilities of Springfield, MO
- Douglas County, NE
- Heartland Consumers Power District
- Nebraska State College System
- Nebraska City Airport Authority
- Lincoln Airport Authority
- Lincoln University
- Missouri Southern State University
- Missouri State University
- Omaha Airport Authority
- Omaha Public Power District
- University of Nebraska
- Sikeston Board of Municipal Utilities

The magnitude of federal financial assistance varies for the past five years for each organization listed and can be found at the Federal Audit Clearinghouse website. However, the annual federal financial assistance for the clients listed above represents a range of approximately $1,000,000 to $774,000,000 of assistance received per organization for the period of time requested in Section 2.6.1.

2.6.2 For each of the categories of clients listed above in Section 2.6.1, please indicate the top five clients that are considered most similar to City Utilities:
•Scope of Work
•Approximate dates service was provided
•Approximate number of customers, population, etc.
•Name of engagement partner
•Total hours
•Name and telephone number of principal client contact

Client References

We have a track record of helping similar organizations and understand our clients are our best ambassadors. Listening to us helps, but hearing directly from your peers can be a meaningful step in your decision-making process. We encourage you to reach out to the following clients to discuss the services and capabilities of Forvis Mazars at your convenience. We included five references below which include clients who have granted permission to use them as a reference. If additional clients for each category are needed to satisfy Section 2.6.2, we can provide that information as needed, but we feel this group represents the clients our team works closely with.

Associated Electric Cooperative, Inc.*

Springfield, MO

Scope of Work: Attest services (including financial statement audit and agreed upon procedures)

Dates of Service: 2016 to present

# of Customers/Population Size: six G&T members, with 51 distribution cooperatives that provide electric service to approximately 953,000 members

Engagement Partner: Chad Moore

Total Hours: Approximately 1,000

Meredith Roberts

Chief Financial Officer

417.881.1204

Cuivre River Electric Cooperative*

Troy, MO

Scope of Work: Attest and tax services

Dates of Service: 2019 to present

# of Customers/Population Size: 75,000 members

Engagement Partner: Kristen Bright

Total Hours: Approximately 300 hours for audit services and 30 hours for tax services

Doug Tracy

President & Chief Executive Officer

636.695.4862.

Lincoln Electric System*

Lincoln, NE

Scope of Work: Attest services

Dates of Service: 2012 to present

# of Customers/Population Size: 134,912 residential and 17,920 business customers

Engagement Partner: Chris Lindner

Total Hours: Approximately 400 hours

Emily Koenig

Chief Financial Officer

401.473.3315

Omaha Public Power District*

Omaha, NE

Scope of Work: Attest services (including financial statement and Uniform Guidance audits), special purpose audit, pension and OPEB audits and agreed-upon procedures

Dates of Service: 2018 to present

# of Customers/Population Size: approximately 885,000 customers

Engagement Partners: Amy Shreck

Total Hours: 745 to 830 hours

L. Javier Fernandez

President & Chief Executive Officer

531.226.3200

Sikeston Board of Municipal Utilities*

Sikeston, MO

Scope of Work: Attest services (including Uniform Guidance audit)

Dates of Service: 2012 to present

# of Customers/Population Size: 8500 electric customers plus wholesale and over 8,000 water and sewer

Engagement Partners: Kristen Bright

Total Hours: Approximately 500 hours

Rick Landers

General Manager

573.471.3328

2.7 Specific Audit Approach

Auditors will be required to provide the following information on their audit approach:

2.7.1 A work plan, including an explanation of the audit methodology to be followed to perform the services required in Part Three – Scope of Work of this Request for Proposal.

Proposed Assurance Services

Understanding & Establishing Priorities

Our audit approach combines deep industry experience, technical skill, and our risk-focused ASSURE methodology, powered by data analytics and AI. This helps us pinpoint key risks, focus resources, and streamline procedures—saving time and boosting stakeholder confidence.

Key Elements of Our Audit Approach

Risk-Focused Auditing

- Meet with key members of management
- Understand your processes, systems, and controls
- Identify significant risk areas
- Leverage AI tools and analytics to assess areas of greatest risk to the financial statements
- Build our plan, timing, and related requests in consultation with you

Testing

- Perform interim procedures, tentatively including a test of operating effectiveness on certain controls in your control environment
- Perform procedures over key accounts; engage in early identification and communication
- Perform analytical reviews and substantive tests
- Target areas of estimation and significant risk

Reporting

- Review the financial statements and related disclosures, management's discussion and analysis, supplementary and required supplementary information drafted by management
- Finalize and communicate audit results
- Identify areas of continual improvement

Proposed Assurance Services

Auditing standards set the technical requirements for our process, culminating with the expression of our opinion on the presentation of your financial statements. Our audit will be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

The Forvis Mazars Audit Experience

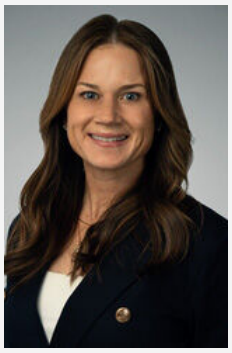
While auditor selection should start with evaluating technical competence, it also should extend to your expectations for an unmatched service experience. Your audit experience includes how your engagement is managed, how you and your team are treated, the quality and timeliness of communication you receive and your confidence in the results and guidance you receive. Our philosophy at Forvis Mazars emphasizes independence, integrity, and quality, and we have a strong commitment to providing high quality service, through a knowledgeable engagement team.

Our audit timeline will be developed with the client management team but will closely follow the Schedule of Key Dates as outlined in Appendix A Part 7. We have had the opportunity to work with City Utilities in prior years and understand that setting a work plan to achieve the milestones necessary to finalize the deliverables and presenting to the Audit Committee and the Board of Public Utilities is extremely important. We will design the work plan with management's input using the Suggested 2026 Audit Schedules as the guide. In addition, we will schedule the right engagement team to help you achieve the goal of a successfully designed and executed audit process.

"As your trusted advisors, we look forward to continuing to provide the quality service and Unmatched Client Experiences City Utilities has come to expect."

Kristen Bright, CPA

Lead Engagement Partner



Proposed Assurance Services

Compliance Audit in Accordance with the Uniform Guidance

According to data compiled by the Office of Management and Budget (OMB) via the Federal Audit Clearinghouse, Forvis Mazars is the third largest provider of Single Audits among CPA firms, performing approximately 715 annually. Forvis Mazars performs hundreds of Single Audits annually, focusing on two objectives: first, an audit of your financial statements and reporting on the Schedule of Expenditures of Federal Awards (SEFA) in accordance with *Government Auditing Standards*, and second, a compliance audit for federal awards expended during the fiscal year in accordance with Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance).

Many of our nonprofit and governmental clients receive federal funding. Our extensive experience with compliance testing in accordance with the Office of Management and Budget (OMB) requirements can help provide City Utilities with a Single Audit performed properly and submitted on time. In addition, our firm's national PSG team member for NEP Practice, Partner Lindsey Oakley, is based in Springfield, Missouri and readily available to assist with questions and issues if they arise allowing items to be handled efficiently and timely during the audit process.

Our Approach

During our audit procedures of federal award programs, we do not simply look for findings to report. We look for opportunities to advise you of more efficient ways to comply with federal regulations to reduce the risks of sanctions or reduced funding. Forvis Mazars has developed contacts at federal agencies and has been able to work cooperatively with these agencies to help clients resolve or avoid issues.

Entities subject to the Uniform Guidance and *Government Auditing Standards* will benefit from our specially designed audit programs, checklists, and database of federal audit programs.

Identification and testing of your federal programs will be performed primarily during interim fieldwork, which will typically be performed before your fiscal year-end. We have found this to be the most efficient manner in which to perform our audit services when the additional Uniform Guidance requirements are present.

Training Requirements for Single Auditors

City Utilities can have confidence in Forvis Mazars auditors' experience in testing federal funding subject to the Uniform Guidance. As mentioned, our audit professionals are required to receive at least 120 hours of CPE every three years and, for auditors involved with audits performed under *Government Auditing Standards*, this education includes the hours required to comply *with Government Auditing Standards* **Yellow Book** guidance. Staff members attend a series of core audit and accounting courses over the first four years of their careers. Staff subsequently receive additional training on accounting and auditing for the nonprofit and governmental environment.

Proposed Assurance Services

Broad Audit Risk Considerations

Some risk considerations apply across nearly all our audits. We pay particular attention to the following items:

Significant Accounting Estimates

Nearly all financial statements have significant estimates in amounts and disclosures, even when not readily apparent. Estimates may include amounts unbilled revenue, regulatory deferrals, expected losses or costs occurring at a specific amount and time, etc.

We will gather information supporting management's estimates and challenge key assumptions used to develop these amounts. We also will test estimates on available data and historical trends and document our conclusions on the reasonableness of recorded amounts.

Risk of Management Override of Controls

When considering fraud, auditing standards require evaluating the risk that management could override existing controls. We will perform interviews of selected individuals, perform data analytics, apply an element of unpredictability in our testing, and brainstorm as a team to evaluate risks and possible actions based on our observations. We also will perform journal entry testing, review estimates for bias and significant changes, and consider the business rationale for significant unusual transactions.

Executing the Audit

Once we have established our overall process and communication plans with you, the detailed work can begin. Key elements of that work include:

- **Risk Assessment**: We will identify and assess risks of material misstatement in your financial statements, including those arising from potential fraud, by leveraging advanced analytics and AI-enabled technologies. This approach, combined with a detailed understanding of your business environment, enables us to more precisely pinpoint areas of risk.

- **Assessing IT Risks**: For organizations with complex or high-risk IT environments, our risk assessment focuses on understanding your systems and how they impact financial reporting. We involve IT professionals to address areas such as security, change management, and operations, helping to identify risks and potential fraud related to your financial statements. We understand the City Utilities is always challenging their information technology systems and Casey Greenway, Director, on our engagement team has worked with many organizations including those adhering to PCAOB regulations.

- **Audit Design**: Based on risks identified, we will design an audit approach specific to your organization. This tailoring takes into consideration the uniqueness of your operations, the design of internal controls you have implemented, and the nature of your financial statement amounts and disclosures. We consider whether matters are truly important (quantitative and qualitative materiality), as well as obtain input about concerns from management and audit committee to design the tests we will perform.

- **Gathering Evidence**: Once the plan is complete, we will execute the audit through a combination of on- and off-site work performed in accordance with the agreed-upon timeline.

- **Reviewing the Work**: Critical to our process is a review of the team's work by our engagement executive, as well as a quality review by another executive who is independent from the detailed work. The quality review improves our deliverable by providing a fresh perspective and reinforcing quality. Amy Shreck, Partner, provides the independent quality review, and is involved during the entire audit engagement process and is available to participate in discussions so items can be handled timely and promptly.

- **Sharing Our Results**: Our focus on delivering an Unmatched Client Experience helps to provide ongoing dialogue with management throughout the audit process. This continuous communication allows us to share results, insights, and opportunities for improvement in real time—not just at the end. We base our audit opinion on gathered evidence, and professional standards guide our reporting and required communications. In addition to formal letters and presentations, we provide informal updates and feedback during the audit, supporting a seamless and collaborative experience.

Procedures & Risks Planned for City Utilities

Audit procedures can vary, but they often include traditional observation, sampling, and testing combined with more advanced deployment of technology for trend analysis, summarization of documents, and assessment of large data sets.

Our work with hundreds of clients in the utility industry means our advisors are very familiar with companies similar to City Utilities. While no two audits are the same, certain activities are common to utilities. Specific risk areas for City Utilities are likely to include:

• **Revenue Recognition & Regulatory Accounting** – including review of the types and support for deferrals and the presentation and disclosure of regulatory assets and liabilities

• **Debt** – including confirmation of balances and key terms, testing any significant issuances or refundings, debt covenant compliance, and consideration of classification and disclosure

• **Utility Receivables & Unbilled Revenues** – including procedures over receivables and related estimates

• **Derivative/Swap Agreements** (if applicable with new agreements) – including evaluation of classification and selected valuation procedures

We also understand that this industry is evolving to stay ahead of customer demand while adhering to federal and state regulations. Our team communicates internally on these issues to understand the accounting and reporting implications. Our goal is to communicate those timely. As these items develop in the industry, the above procedures and risks could change with them.

Utility Plant, including Contributions in Aid of Construction

Utility plant is typically significant, resulting in an area of focus in performing our audit. Risk comes from the amount of capitalized costs, asset retirement obligations (ARO), potential impairment of long-lived assets, varying depreciation methods, and the requirements of standards focused on regulated operations.

We employ a variety of audit procedures assessing plant in service, including vouching capitalized costs and searching for events or circumstances that would indicate potential impairment, reviewing ARO methodology, and challenging depreciation methods for reasonableness and consistency.

Hedging & Derivatives Activity

Utility companies often turn to interest rate swaps and commodity options to manage risks. We confirm activities with counterparties and test fair value assumptions. If City Utilities is considering growing these types of arrangements, Forvis Mazars has experience working with many different counterparties to gather the required information. In addition to testing fair value, we will gain an understanding of potential regulatory accounting effects in accordance with accounting standards.

Long-Term Debt

Utilities generally require significant debt to fund investments in building and maintaining generation facilities. This debt can carry complex provisions and terms included within the bond indentures and can require substantial disclosures.

We generally confirm the balances and terms of debt agreements with third parties, review debt agreements for debt covenants and callable provisions, and test the presentation and classification of debt balances in the financial statements and related footnotes.

If City Utilities is considering any additional debt refundings in the audit year, we will recalculate the accounting gain or loss by reviewing trustee statements and bond documents to test for proper classification and footnote disclosures. We also will inquire about your policy on reviewing each bond and note for applicable IRS arbitrage requirements, prepare a list of bonds and notes subject to IRS arbitrage requirements and the most recent arbitrage calculation prepared for each bond and challenge the calculation performed to test for completeness and obligations of City Utilities.

Revenue Recognition & Regulatory Accounting

As with revenue in general, we gain an understanding of your recognition criteria and policies to perform a variety of inquiry, analytical, and substantive audit procedures. We also review the types and justification of deferrals to challenge the presentation and disclosure of regulatory assets and liabilities.

Pension Liability/Asset

Financial transactions with related parties require disclosure, regardless of whether monetary values have been assigned to those transactions.

Due to the subjective nature of the estimation processes associated with determining the estimated pension liabilities/assets, we will obtain and test the specific actuarial calculations for the pension plan. First, we will evaluate the professional qualifications and reputation of the actuary. We will read the actuarial reports to obtain an understanding of the methods and assumptions employed. Select testing of the underlying data used in the calculation will be performed. We will evaluate the valuation, cost, and amortization methods for consistency. The other significant underlying assumptions such as discount rates, rates of return and medical cost trends will be compared with independent external studies of assumptions by such noted organizations as Milliman Medical Index, SEI Pension Accounting Research Series and the Towers Watson annual healthcare trend survey. We will plan to work with your internal audit team to obtain the actuary report from LAGERS and review the reports and key assumptions, test participant census data submitted, recalculated any deferred inflows/outflows of resources and review proper reporting of disclosures.

Investments

This is a significant audit area due to the risks associated with the proper and timely valuation of investments. We employ a variety of audit procedures in this area, including the use of third-party confirmations, obtaining an understanding of management’s assessment of fair values, fair market value testing to published sources and obtaining SOC 1 reports. In addition, we evaluate the disclosure requirements and the adequacy of completeness and accuracy of the disclosures.

Utility Receivables & Unbilled Revenues

We will use several methods to audit your receivables and the estimate of unbilled revenues, including using look-back reports, reviewing historical collection methods for large accounts, asset metering information and reviewing your methodology. We will analytically review key ratios such as days in accounts receivable and charge-off rates compared to industry averages and prior year results to help us reach our audit conclusions. We will work with your team before year end on the allowance to see that we understand your methodologies and conclusions.

Lease & Subscription-Based Information Technology Arrangements

We will audit the rollforward activity of leases and subscription-based information technology arrangements, focusing on significant additions and disposals during the year. We will obtain contracts and related documentation for current-year additions to test management’s calculations of lease and subscription-based information technology arrangement liabilities and lease receivables. We will audit management’s estimates used in the calculations, including evaluation of the contract term and discount rates. We will obtain contract modifications to evaluate the accounting treatment.

2.7.2 Proposed segmentation of the engagement, if any.

2.7.3 Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement.

Audit Segmentation

Phase	Forvis Mazars Staff Level	Hours	City Utilities Staff/Hours
Planning and Risk Assessment	Partner	20	12 - 15
	Manager	34	
	Associate and Administrative	12	
Fieldwork, Testing & Further Audit Procedures	Partner / Managing Director	49	50 - 55
	Manager	183	
	Associates	265	
Report & Communication Delivery	Partner / Managing Director	22	40
	Manager	20	
	Associate	6	
Presentation to the Audit Committee and Board of Public Utilities	Partner	4	2
TOTAL Hours		**615**	**104 - 112**

ASSURE: Technology Powered, Risk Based, & Focused

Unlock deeper insights & operate with confidence.

Merging the experience of skilled professionals with advanced technologies to deliver high quality is the essence of Unmatched Client Experience at Forvis Mazars. ASSURE leverages an integrated, streamlined approach to empower our professionals to deliver valuable insights and focus on critical, judgment driven aspects of the audit.

2.7.4 Extent of use of computer-assisted auditing procedures to be used in the engagement. Disclose the use of Artificial Intelligence (AI) in delivering audit services and describe the controls in place to ensure such tools comply with professional standards, protect confidential data, and maintain audit quality.

ASSURE, our proprietary technology integrated assurance methodology unifies methodology, tools, and professional standards into a streamlined process for executing assurance engagements. Our methodology is built on the foundation of over 100 years of experience, with subject matter leaders designing effective, focused approaches across industries.

Leveraging AI and technology, ASSURE uses advanced automation to enhance workflows and execute a focused, risk-based approach to deliver consistent high quality across engagements. Our dynamic design offers flexibility to accommodate simple environments to the most sophisticated clients, focusing on value-added insights with a client-centric design.

Innovative

Agentic AI and intelligent workflows enhance our audit approach, resulting in a focused, tailored audit.

Data Driven

Advanced analytics turn large datasets into actionable insights—identifying anomalies and prioritizing high-risk areas.

Collaborative

Integrate communication and task management directly into workflows for clarity.

Secure

Robust protocols protect sensitive data across every step to build trust and maintain compliance.

As one of the largest U.S. accounting firms, Forvis Mazars works with clients across the United States and understands the applicable privacy rules and regulations. All of Forvis Mazars' professional services are governed by the Code of Professional Conduct of the AICPA, which establishes a duty of confidentiality regarding client information. In addition, Forvis Mazars materially complies with *Gramm-Leach-Bliley Act* confidentiality. Forvis Mazars takes that duty very seriously and has a number of policies and procedures in place to help protect your privacy. We understand the sensitivity of your personal information and will strive to protect the confidentiality of such information.

2.7.5 Type and extent of analytical procedures to be used in the engagement.

Analytical procedures allow auditors to identify potential material misstatements by establishing expectations based on the understanding or your operations. Our teams develop tests at various levels of precision to identify potential concerns that cannot effectively be found through transactional level testing. Strong analytical procedures reduce or eliminate other substantive procedures that are usually more time consuming. By obtaining your entire general ledger detail, particularly multiple years of data, we can use tools ranging from Microsoft Excel to more sophisticated tools like TeamMate Analytics or MindBridge to perform automated tests or designed custom analyses such as:

- **Ratio analysis** – comparing relationships among account balances, ratios, nonfinancial data, budgets, or industry averages
- **Reasonableness tests** – using financial and/or nonfinancial data to develop an expectation of an account balance
- **Audit data analytics** – analysis of patterns and anomaly detection using data analysis software, including modeling and visualization

Successfully using analytical procedures requires auditors to ask the questions:

- What is the risk of material misstatement
- How would we find those misstatements
- Have I gathered enough audit evidence

2.7.6 Approach to be taken to gain and document an understanding of City Utilities' internal control structure; this should include a discussion of the scope and frequency of the review of Information Technology controls.

We are better auditors the more we know about you, your operations, and the environment in which you operate. Understanding your operations, control design, and whether key controls are well implemented helps inform an effective and efficient audit process. An initial audit requires more effort but establishes an understanding that creates a foundation for future engagements.

There are many sources we use to learn about you, including documentation that we have obtained in prior year's audit. If you have documentation of your organizational structure, control environment (including technology), and the controls you have in place, we can often read and supplement that information. However, other steps we will take include:

- Identify relevant financial statement areas for documenting our understanding of design and control implementation. While we need to understand your operations, we won't document every control, particularly when a control is not critical or is not related to a significant audit area.
- Ask you to complete industry-specific questionnaires that summarize your processes and control structure, including information systems (technology). You can complete these forms directly or we may interview you to guide the process, or some combination of both approaches. If you have completed these in the prior year, we ask you if there have been any changes or updates in subsequent years.
- Identify who performs or can perform control activities to consider whether access, record keeping and monitoring responsibilities are appropriately segregated among personnel for control effectiveness.
- Consider design and implementation of key controls for significant areas of risk including potential gaps in your design or controls that are well-designed, but not appropriately implemented.
- Consider extended tests of controls, particularly when your information is complex or voluminous and where this testing could reduce other substantive testing in our audit
- Summarize written recommendations for your consideration, ranging from minor deficiencies or suggestions, up to and, including significant deficiencies or material weaknesses in your control design and implementation.

In subsequent audit periods, our initial understanding and documentation will be updated based on changes that have occurred. We will continue to evaluate implementation of key controls remains effective and whether expanded testing could improve the effectiveness and/or efficiency of the audit.

For Information Technology controls, we will rely on documentation from our IT Risk and Compliance (ITRC) group from prior years and employ audit procedures to test whether the controls within your IT environment are sufficient to allow us to rely on the information generated by your IT platform. These tests could include identification of critical internal controls, detailed walkthroughs of transactions, testing the functionality of the key IT controls identified and review of change management protocols, access controls and overall IT security. In addition, we plan to use our ITRC team to complete testing on the ERP system implementations if they occur during the year under audit. This will be based on system understanding and risk assessment and what is determined as significant to the financial statements.

2.7.7 Approach to be taken in determining laws and regulations that will be subject to audit test work.

Identification of applicable laws and regulations will begin with an inquiry of City Utilities as to your understanding of applicable laws and regulations. In addition, our reviews of various documents, indentures, agreements, etc., will be designed to encompass known laws and regulations within the scope of the audit. We are experienced in auditing similar entities in the state of Missouri and are familiar with the laws and regulatory environment in which you operate.

2.7.8 Approach to be taken in drawing audit samples for purposes of tests of compliance.

The sampling approach anticipated to be used in connection with the various areas of the audit is judgmental in nature. The size and nature of the population being tested, along with the assessed risk of noncompliance of the compliance requirement affected, will determine the size and approach for selecting a sample. Sample sizes will be sufficient to meet the requirements of the various state and federal laws and regulations. We anticipate using data extraction tools in certain situations in selecting and testing samples or complete populations, where appropriate.

2.7.9 Explain your firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them. This estimate shall be made in conjunction with Part Three, Paragraph 1.2 and Part Four of this Request for Proposal.

In working with similar clients, we have developed efficient approaches that aim to avoid wasted effort. Your participation helps control costs, reduce unnecessary disruptions, and meet deadlines.

We need your team to maintain records in good condition, provide the necessary schedules, and cooperate with our audit team. Most clients routinely prepare these records and schedules during their normal monthly or annual closing process.

Specific assistance from your personnel may include:

- Preparing a complete and accurate general ledger trial balance by account, to which very few adjustments are needed
- Preparing accurate audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted
- Completing documentation of internal controls
- Responding to questions and additional requests promptly
- Preparing the Management's Discussion & Analysis (MD&A), financial statements, notes to the financial statements, required supplementary information and supplementary information and provide any supporting schedules

We will provide a list of the needed schedules well in advance of any deadlines, as well as spreadsheet templates if requested. We also will meet with your staff, as needed, to help them clearly understand what we need. Please see the Audit Segmentation in response to 2.7.2 and 2.7.3 on the earlier page. We estimate approximately 100-115 hours of assistance will be needed from City Utilities' staff, which includes their time preparing the financial statements, MD&A, notes to the financial statements, required supplementary and supplementary information.

2.7.10 Explain your firm's procedures for technical review of audit reports prior to issuance. This discussion should identify key personnel involved in technical review, state their qualifications and whether they are independent of personnel assigned to the audit engagement.

We maintain high professional practice standards, including a strong system of quality control that emphasizes independence and objectivity and includes many control features that exceed our profession's requirements. The main feature is that *all* assurance engagements are reviewed by a second partner, managing director, or director who is not otherwise involved in providing services to the client. Size and complexity of engagements drive the assignment of reviewer and depth of technical review.

As mentioned previously, we are excited for Partner Amy Shreck, former GASB fellow, to serve as City Utilities' engagement quality reviewer. Amy is independent of engagement personnel and brings a depth of practical, hands-on experience and quality to City Utilities' engagement. Her bio is included in Section 2.5.1, and demonstrates her significant experience with public power clients and GASB accounting standards. In addition, she serves as the Omaha offices audit quality leader, where she participates in firmwide meetings to guide and lead the high level of audit quality we strive for at Forvis Mazars. Her fresh perspective in the audit engagement will also bring a new team member to challenge and ask questions.

2.7.11 Identify the firm's general approach regarding subsequent years' audit engagements, should City Utilities exercise this option.

Forvis Mazars has a deep understanding of your processes and systems from our years of service to City Utilities.

With increased familiarity in subsequent-year audits, we will review the substantive audit work performed in the prior year to challenge whether we can tailor more effective or efficient audit procedures. Even if no changes are identified, we will modify some procedures to create a level of unpredictability in our approach to help address the risk of fraud. Our approach to all subsequent years' audit engagements, is to build the best audit engagement team, which will be reviewed each year to help meet the client's needs and expectations. We then meet with the client to understand any new transactions or events and update documentation from the prior year which could affect the risk assessment which drives our audit plan and procedures; learn from the prior year what went well and what could have gone better; and execute an audit in accordance with the auditing standards. Our goal is to understand your organization, while continuing to challenge and ask questions.

2.7.12 Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

At this time we do not plan to use another auditor's work.

2.7.13 Describe your firm's standard onboarding process for new audit clients.

Include details such as:

Typical timeline and phases of onboarding.
Information and documentation requested from the client.
Expected level of involvement from client personnel (hours and roles).
Any technology or system access requirements.
Training or orientation sessions for client staff, if applicable.

Benefits of Retaining Forvis Mazars

Forvis Mazars knows the significant value inherent in the collective historical knowledge of CPAs and advisors who work with an organization for a long-term engagement. Much of this knowledge is typically lost in the handoff of an audit, including:

- Understanding of City Utilities' unique areas of risk
- Knowledge of the various iterations of state laws and regulations affecting City Utilities and the action plans designed to address each
- Familiarity with City Utilities' operations, culture, and personnel
- Understanding of the reasons important business decisions were made
- Insight into the specific industry challenges City Utilities faces

Transitioning to a new audit firm can be challenging. You could be required to invest a significant amount of time and resources to address a steep learning curve. Organizations should carefully consider whether there is potential value to be gained from switching audit firms, and if it exceeds the value that can be lost in terms of efficiencies, the intrinsic understanding of your challenges and operations, and the substance of the advice.

However, if City Utilities were a new client to Forvis Mazars we do have an onboarding plan, which is anchored in communication with the management, an organized approach that starts early, and execution of that work plan with selection of the Forvis Mazars team members best suited for the audit engagement. We would be happy to share our detailed onboarding plan if that is of interest to City Utilities.

2.8 Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from City Utilities.

While we do not anticipate significant audit problems, we understand the importance of good channels of communication with key engagement team members to facilitate the discussion of issues that may arise. Our team plans to be onsite during fieldwork which allows for timely identification and response to problems that may be encountered. As mentioned previously, we also have timely responses from our quality reviewer, Amy Shreck, if her input is needed. And if an issue needs to be elevated, PSG Partner, Lindsey Oakley, who oversees public sector engagements, is based in Springfield, Missouri.

2.9 Report Format

The proposal shall identify and describe any significant anticipated revisions for the report formats contained herein.

We do not anticipate any report revisions at this time. However, if revisions are needed, then we will plan to meet with management and discuss the potential revision and possible solutions for management to consider for their financial statements and notes to the financial statements (and supplementary information and required supplementary information if affected).

Significant Partner Involvement

1:7

Audit partner-to-staff ratio

Our low audit partner-to-staff ratio of 1-to-7 means services provided by Forvis Mazars include a more significant level of partner involvement than other national firms can offer. Ongoing communication is a key component to our approach to your engagement. Kristen Bright, your proposed audit engagement partner, will be an active member of your engagement team. Our partners are readily accessible and available to discuss the matters important to you.

2.10 Other Information

2.10.1 Staff Education and Development

Describe your firm's policy for staff education and development.

Training & Development

We consider people to be our most valuable asset, and we start investing in our employees on day one. We provide enriching professional development programs as well as on-the-job training and coaching to set them on a rewarding career path. Through our robust Learning and Development, Leadership Institute, and Executive Coaching programs that emphasize developing the whole person, our engaging and innovative technical and career-enhancing programs are offered through various in-person, virtual, and on-demand formats to support team members in every step of their career journey.

Our Learning and Development programs include a detailed ecosystem of courses and experiences offering customized learning plans, deep technical and industry knowledge, and career-enhancing skills to equip our people with the knowledge and tools needed to deliver an Unmatched Client Experience.

Our professionals have specific CPE requirements they must meet each year. In addition, we provide training covering technical and professional skills to help new employees grow and to help seasoned employees advance to higher levels within the firm. We also offer formal staff coaching/mentorships, timely job performance evaluation, direct supervision, and client feedback to help professionals grow in their careers.

Setting Ourselves Apart

Hands-On Training

As one of the largest U.S. accounting firms, we tap into our vast network of client engagements to provide our team members real-world, on-the-job training and work experience. Starting with our Flagship Talent Development programs, these events provide an in-person, hands-on learning experience for team members at every level of their career, from intern to our most senior leaders. Additionally, team members, including interns, are deployed on actual client work quickly, providing each team member a variety of opportunities to work on clients throughout our network and engagement pool. This structure ensures we are helping to mold our team into well-rounded professionals, enhancing their readiness for more complex engagements. At the same time, we still provide additional training and resources at the local office level.

2.10.2 Staff Turnover

Provide a summary of the proposed practice office's staff turnover during the past three (3) years. This should be summarized by staff level.

As mentioned previously, City Utilities' requested services will be provided primarily by professionals in our Springfield, Missouri, and Omaha, Nebraska office locations, which collectively are your assigned practice offices. Turnover by staff level is not available for FY23. Partners/principals/managing directors are excluded from turnover reporting as they are not employees of the firm.

Springfield Office	FY25	FY24
Associate	11.9%	29.2%
Senior Associate/Senior Associate II	13.1%	11.5%
Lead/Manager	7.7%	11.8%
Senior Manager	8.0%	14.8%
Director	0.0%	0.0%
Omaha Office	**FY25**	**FY24**
Associate	7.7%	16.7%
Senior Associate/Senior Associate II	60.0%	45.5%
Lead/Manager	12.5%	14.3%
Senior Manager	0.0%	0.0%
Director	0.0%	0.0%

2.10.3 Rotation Policy

Describe your firm's policy regarding rotation of seniors, managers, and/or partners, if such a policy exists.

Other than for our SEC and certain insurance and financial institution clients, Forvis Mazars has no current policies regarding the length of time personnel, including partners, are assigned to an engagement. However, because of Forvis Mazars' depth of resources, we can accommodate partner and staff rotations if such requests are made by our clients. As mentioned previously, our proposed addition of Partner Amy Shreck (Omaha) as engagement quality reviewer can provide City Utilities with a fresh perspective from a GASB fellow, while retaining Partner Kristen Bright means a deep level of understanding of City Utilities. We hope this approach brings forth the balance of a fresh look coupled with deep institutional knowledge of the organization, allowing the engagement team to anticipate risks, focus audit efforts effectively, and meet reporting deadlines.

Appendix

Bid Form

VI. Response Form

Questions / Requests for Submittals

*****PLEASE SEE ATTACHED SUPPLEMENTAL BID DOCUMENT FOR ALL REQUIREMENTS RELATED TO THIS BIDDING EVENT. PROPOSALS SHOULD ADDRESS ALL REQUIRED QUESTIONS AND PROVIDE ALL REQUESTED PRICING. TO THE EXTENT PRACTICABLE, PLEASE PROVIDE YOUR RESPONSES IN THE SAME ORDER AS LISTED IN THE SUPPLEMENTAL BID DOCUMENT AND USE OUR PROVIDED PRICING FORMS WITHIN APPENDIX A. PRICING DOES NOT NEED TO BE ENTERED ON THE LINES BELOW, BUT THE BID FORM SHOULD BE SIGNED AS INDICATED AND RETURNED WITH YOUR PROPOSAL.*****

Pricing / Line Items

The undersigned proposes to furnish at his/her sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

Line 1	Audit Services Year 1		
Audit Services 8/1/26 - 7/31/27			
BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #1 - Quoted Quantity	Line #1 - Quoted Unit Price
1	LOT		$
Line #1 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2026 *****			
Line #1 Supplier Response Notes:			

Line 2	Audit Services Year 2		
Audit Services 08/01/2027 - 07/31/2028			
BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #2 - Quoted Quantity	Line #2 - Quoted Unit Price
1	LOT		$
Line #2 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2027 *****			
Line #2 Supplier Response Notes:			

Line 3	Audit Services Year 3		
Audit Services 08/01/2028 - 07/31/2029			
BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #3 - Quoted Quantity	Line #3 - Quoted Unit Price
1	LOT		$
Line #3 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2028 *****			
Line #3 Supplier Response Notes:			

Line 4	Audit Services Year 4		
Audit Services 08/01/2029 - 07/31/2030			
BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #4 - Quoted Quantity	Line #4 - Quoted Unit Price
1	LOT		$

Line #4 Lead Time (in calendar days):_____	*** **DATE NEEDED: 8/1/2029** ***
Line #4 Supplier Response Notes:	

Line 5	Audit Services Year 5

Audit Services 08/01/2030 - 07/31/2031

BRAND:_____ PART #:_____ *(if applicable)*

Requested Quantity	Unit of Measure	Line #5 - Quoted Quantity	Line #5 - Quoted Unit Price
1	LOT		$

Line #5 Lead Time (in calendar days):_____	*** **DATE NEEDED: 8/1/2030** ***
Line #5 Supplier Response Notes:	

Authorized Signature

Bidder agrees to furnish the materials/services for delivery as specified at the prices(s) for each item on City Utilities of Springfield, Missouri, Bidding Event. By submitting an electronic, faxed, or written bid, the bidder certifies that he or she has read, understands and agrees to the terms, conditions, attachments and specifications contained in the Bidding Event. The bidder further acknowledges that his or her bid will become a binding contract upon 1) issuance of a Purchase Order by City Utilities; or 2) the signing of a formal Agreement by the parties.

The person submitting the bid certifies that he or she is an authorized agent of the bidder duly empowered to enter into and make binding agreements on the bidder's behalf.

The bidder agrees that submission of an electronic bid, when authorized, shall constitute a binding, valid signature.

Firm Name: Forvis Mazars, LLP

Name: Kristen Bright Title: Partner

Signature: Kristen Bright^ Date: April 17, 2026

Phone #: 417.865.8701 Fax #: 417.865.0682

Email: kristen.bright@us.forvismazars.com

*** **END OF SECTION** ***

^Subject to negotiation of the exceptions to terms and conditions stated on the Transmittal Letter.

Sample Engagement Letter

Forvis Mazars, LLP
910 E. St. Louis Street
Springfield, MO 65806
P 417.865.8701 | F 417.865.0682
forvismazars.us

June 25, 2025

City Utilities of Springfield, Missouri
Audit Committee and Board of Public Utilities
301 East Central
Springfield, MO 65802

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**®.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum

SAMPLE

Summary Scope of Services

As described in the attached **Scope of Services,** our services will include the following:

City Utilities of Springfield, Missouri
- Audit Services for the year ended September 30, 2025

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be $[redacted]

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

- Business acquisitions or combinations
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Derivatives accounted for under hedge accounting
- Quantitative impairment analysis of long-lived assets
- More than one major federal award program

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences,* is effective for fiscal years beginning after December 15, 2023. Early application is encouraged.

Statement No. 101 unifies and updates recognition, measurement, and disclosure guidance for compensated absences. Under this Statement, a government is required to record a liability for leave if that leave has been earned, accumulates, and is more likely than not to be used, paid, or otherwise settled. We can assist you with the adoption of this standard by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 101, including:
  - Assisting with information gathering by reviewing current leave programs and policies
  - Discussing potential calculation methods
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 101
  - Documenting any changes from previous compensated absence calculations methodologies
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

SAMPLE

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services**, **HIPAA Business Associate Agreement**, and **Terms and Conditions Addendum**, on behalf of City Utilities of Springfield, Missouri.

BY [redacted]

BY [redacted]

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_____ DATE [redacted]

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Scope of Services – Audit Services

We will audit the financial statements and related disclosures, which collectively comprise the basic financial statements for the following entity:

City Utilities of Springfield, Missouri as of and for the year ended September 30, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements might be expected to be presented along with management's annual report. Management is responsible for the other information included in the annual report. The other information comprises the annual report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether Combining Schedules of Revenues, Expenses and Changes in Net Position and the Schedule of Expenditures of Federal Awards (supplementary information) is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Printing, formatting, and binding of financial statements and related notes
- Preparation of the data collection form
- The Reporting Solution – license (covered under separate contract)
- The Reporting Solution – implementation assistance and training (covered under separate contract)

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services

SAMPLE

- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Kristen Bright, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
City Utilities of Springfield, Missouri	Audit Committee and Board of Public Utilities

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the

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entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Management and, if applicable, those charged with governance acknowledge

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Responsibilities and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the: ○ Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets

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- Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract) ○ Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements to fully meet other reasonable user needs.

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Pension information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These

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limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

Other Services

Our Agreement is designed to meet the scope of work as outlined in Contract No. 3527. In addition to the services outlined above, we will also apply agreed-upon procedures with respect to demonstrating our financial assurance with the Financial Test – Alternative 1 as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules for the year ending September 30, 2025. Please refer to the separate engagement letter for those services. The fees for the agreed-upon procedures are included in the Engagement Fees section of this letter.

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HIPAA Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into by and between **Forvis Mazars, LLP** (hereinafter referred to as "Business Associate") and City Utilities of Springfield, Missouri (hereinafter referred to as "Covered Entity").

RECITALS

Business Associate provides services to Covered Entity under this contract (the "Contract"), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information ("PHI").

The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as "HIPAA/HITECH Final Omnibus Rule," that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the "HITECH Act") and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the "Omnibus Rule"), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:

   1.1. As reasonably necessary to provide the services in the Contract;

   1.2. As otherwise permitted or required by this BAA;

   1.3. As required by law; and

   1.4. For the proper management and administration of Business Associate's business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.

   2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI ("ePHI") to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.

   2.2. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:

   4.1. Any limitation(s) in the Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

   4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

   4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

   Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.

5. **Reporting, Notification, and Mitigation.**

   5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as

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defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity's PHI. For purposes of this Business Associate Agreement, the

term "Unsuccessful Security Incident" shall mean any security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:

i. Each individual whose unsecured PHI was subject to the breach; and

ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.

5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

6. **Term and Termination.**

6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.

6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal
responsibilities;

ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to
termination; and

v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.

7. **Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:

7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and

7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.

12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

13. **Integration.** Any reference in this Agreement to a section of the

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HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.

14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

   We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from Your knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.

7. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially

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determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

8. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

9. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Missouri, without regard to its conflict of laws principles.

10. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

11. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

13. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

14. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

15. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

16. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

    Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

17. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

18. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not

SAMPLE

apply to the extent necessary only to avoid such prohibition or impairment.

19. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

    Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

20. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

21. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

22. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site accessible to individuals who are not Your employees, officers, agents, or representatives. You recognize that We have no responsibility to review information contained in electronic sites.

23. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

24. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

    You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

25. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

26. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

27. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners,

SAMPLE

employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

28. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site accessible to individuals who are not Your employees, officers, agents, or representatives, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

29. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.

30. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.

31. **Force Majeure.** Neither party shall be held responsible for any failure to fulfill its obligations if such failure was caused by circumstances beyond its control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews. The affected party must notify the other party as soon as reasonably feasible and take all reasonable steps to mitigate the impact. If the force majeure event continues for more than 90 days, either party may terminate the agreement upon written notice.

SAMPLE

Forvis Mazars, LLP
910 E. St. Louis Street
Springfield, MO 65806
P 417.865.8701 | F 417.865.0682
forvismazars.us

June 25, 2025

City Utilities of Springfield, Missouri
Audit Committee and Board of Public Utilities
301 East Central
Springfield, MO 65802

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**®.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

City Utilities of Springfield, Missouri
- Agreed-Upon Procedure Services for the year ended September 30, 2025

You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated a management-level individual(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees for our services are included with the separate engagement letter for the audit services for City Utilities of Springfield, Missouri.

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Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of City Utilities of Springfield, Missouri.

BY [redacted] BY [redacted]

SAMPLE

DATE [redacted]

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Scope of Services – Agreed-Upon Procedure Services

We will apply the procedures enumerated in the attachment to this contract with respect to demonstrating our financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules of City Utilities of Springfield Missouri as of and for the year ended September 30, 2025. City Utilities of Springfield, Missouri (City Utilities) is responsible for the identified subject matter listed above.

City Utilities has agreed to these procedures and acknowledged that the procedures to be performed are appropriate for the intended purpose of demonstrating our financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules for the year ended September 31, 2025. Our responsibility is to carry out these procedures and report on our findings. It is understood that we make no representation regarding the appropriateness of these procedures for the purpose for which this report has been requested or for any other purpose. The procedures we will perform may not address all the items of interest to a user of our report and may not meet the needs of all users of our report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. We understand the engagement is required in accordance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules.

Our engagement to perform agreed-upon procedures is not designed to constitute an examination or a review of the subject matter, the objective of which is the expression of an opinion or conclusion, respectively, on the subject matter. Accordingly, the report will not express an opinion or a conclusion on demonstrating our financial assurance with the Financial Test – Alternative I as specified in 10 CSR 802.030(4)(D)6 of Missouri Solid Waste Management Rules. If additional procedures were to be performed, other matters might have come to our attention. In addition, we have no obligation to perform any procedures beyond those listed in the attachment to this letter.

Kristen Bright, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our engagement that summarizes the procedures performed, and the results of those procedures as compared to Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The written report and related procedures we will perform are for the intended use of:

Entity Name	Party Name
City Utilities of Springfield, Missouri	Audit Committee and Board of Public Utilities

Our report will be intended for use by and restricted to the use of the specified parties and our report will contain such restricted use language.

The following apply for the agreed-upon procedure services described above:

Our We will conduct our agreed-upon procedures engagement in accordance with **Responsibilities** attestation standards established by the American Institute of Certified Public Accountants.

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Limitations & Fraud

Our engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud, or illegal acts. Should we encounter known or suspected fraud or noncompliance with laws or regulations, we will follow the AICPA Code of Professional Conduct and applicable law to evaluate appropriate communication, if any, to the responsible parties and/or engaging parties.

You accept that these procedures are not a substitute for management's responsibility to ensure controls are in place to prevent and detect theft and all other forms of fraud and illegal acts. Therefore, you agree we are not responsible for the cost of damages or any liability arising from errors or irregularities, fraud, defalcations, or any other form of noncompliance or theft, caused by current or former employees, directors, owners, or third parties.

Report

If, for any reason, we are unable to complete our procedures, we may decline to issue a report as a result of this engagement.

Management Responsibilities

The management of City Utilities of Springfield, Missouri is responsible for the following:

- Proper recording of transactions and preparation of financial statements
- Establishing and maintaining effective internal control over financial reporting Setting the proper tone
- Creating and maintaining a culture of honesty and high ethical standards
- Establishing appropriate controls to prevent, deter, and detect fraud and illegal acts
- Identifying and ensuring compliance with laws and regulations applicable to its activities
- Establishing and maintaining effective internal control over compliance
- Implementing and monitoring controls

To facilitate our engagement, management of City Utilities of Springfield, Missouri is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items and for the subject matter.

Written Representations

At the conclusion of our engagement, we will request certain written representations from you that, among other things, will confirm your responsibility for compliance with financial assurance as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules.

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Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

   We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from Your knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.

7. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

8. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

SAMPLE

9. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Missouri, without regard to its conflict of laws principles.

10. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

11. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

13. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than We do. In addition, the applicable laws, regulations, and regulators' enforcement activities may change over time.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

14. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars to provide hosting, electronic security, or backup services, *e.g.*, business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

15. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

16. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

    Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

17. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

18. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

19. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

    Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

SAMPLE

20. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

21. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

22. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site accessible to individuals who are not Your employees, officers, agents, or representatives. You recognize that We have no responsibility to review information contained in electronic sites.

23. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

24. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

    You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

25. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

26. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

27. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

28. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site accessible to individuals who are not Your employees, officers, agents, or representatives, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

29. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.

SAMPLE

30. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.

31. **Force Majeure.** Neither party shall be held responsible for any failure to fulfill its obligations if such failure was caused by circumstances beyond its control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews. The affected party must notify the other party as soon as reasonably feasible and take all reasonable steps to mitigate the impact. If the force majeure event continues for more than 90 days, either party may terminate the agreement upon written notice.

SAMPLE

Attachment

1. Read the letter from your Associate General Manager-Finance/CFO to the Missouri Department of Natural Resources and compare the data therein that are specified as having been derived from the audited basic financial statements as of and for the year ended September 30, 2025 with corresponding amounts in those basic financial statements and determine if they are in agreement.
2. Compare the amount disclosed as total liabilities on line 2 of the Alternative I table to total liabilities from the September 30, 2025 audited basic financial statements and determine if they are in agreement.
3. Compare the amount disclosed as tangible net worth on line 3 of the Alternative I table to the net position disclosed in the September 30, 2025 audited basic financial statements less amounts for water rights, easements, and internally developed software and determine if they are in agreement. Compare the amounts for water rights, easements, and internally developed software and compare to general ledger queries and determine if they are in agreement.
4. Compare the amount disclosed as net worth on line 4 of the Alternative I table to net position from the September 30, 2025 audited basic financial statements and determine if they are in agreement.
5. Compare the amount disclosed as current assets on line 5 of the Alternative I table to current assets from the September 30, 2025 audited basic financial statements and determine if they are in agreement.
6. Compare the amount disclosed as current liabilities on line 6 of the Alternative I table to current liabilities from the September 30, 2025 audited basic financial statements and determine if they are in agreement.
7. Recalculate the amount disclosed as the sum of net income plus depreciation, depletion, and amortization by agreeing the amounts disclosed by City Utilities as change in net position, depreciation, and amortization and auto depreciation included in vehicle expense to the corresponding amounts in the September 30, 2025 audited basic financial statements and compare the result of our calculation to that reported on line 7 of the Alternative I table and determined if they are in agreement.

SAMPLE

AICPA Peer Review Letter

National Peer
Review Committee

December 07, 2023

Thomas Watson
FORVIS, LLP
910 E Saint Louis St Ste 200
Springfield, MO 65801

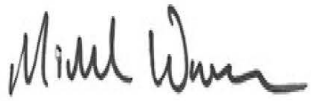
Dear Thomas Watson:

It is my pleasure to notify you that on December 07, 2023, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is November 30, 2026. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Candace Wright, Bryan Bodnar

Firm Number: 900010002800 Review Number: 603263

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

FORVIS, LLP (now Forvis Mazars, LLP) Peer Review Report

EISNERAMPER

EisnerAmper LLP
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
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www.eisneramper.com

Report on the Firm's System of Quality Control

November 30, 2023

To the Partners of FORVIS, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of FORVIS, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of FORVIS, LLP applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. FORVIS, LLP has received a peer review rating of *pass*.

EisnerAmper LLP

EISNERAMPER LLP
Baton Rouge, Louisiana

EISNERAMPER LLP

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Offer & Schedule of Professional Fees for

City Utilities of Springfield, Missouri

RFP 83296 – Professional Auditing Services

April 21, 2026

Primary Contact
Kristen Bright, CPA, Partner
910 East St. Louis Street, Suite 200
Springfield, MO 65806
Phone: 417.865.8701

Submitted by Forvis Mazars, LLP

forvis mazars

3.1 Total All-inclusive Maximum Price for Professional Fees (Appendix A, Parts 1, 2, and 3).

3.1.1 The Offer and Schedule of Professional Fees shall contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total, all-inclusive maximum price to be bid is to contain all direct and indirect costs excluding transportation, food and lodging expenses.

3.1.2 City Utilities will not be responsible for expenses incurred in preparing and submitting the response to the Request for Proposal. Such costs shall not be included in the proposal.

3.1.3 The proposal should also include a certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with City Utilities.

As a partner of the firm, Kristen Bright is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with City Utilities.

3.2 Preparation of the Offer and Schedule of Professional Fees and Expenses

3.2.1 The Offer and Schedule of Professional Fees shall be presented in the format provided in Appendix A, Parts 1 and 2, to support the total all-inclusive maximum price for the September 30 audit of the Total Company. The Offer and Schedule of Professional Fees shall include: rates by partner, manager, senior and other staff, and hours anticipated for each.

3.2.2 Total All-inclusive Maximum Price for the Future Engagements

An Offer and Schedule of Professional Fees, presented in the format provided in Appendix A, Part 5, shall be submitted and shall include the total all-inclusive maximum price for subsequent years' engagements, should City Utilities exercise this option, for fiscal years 2027 through 2030.

3.2.3 Total All-inclusive Maximum Price for Expenses

An Offer and Schedule of Expenses, presented in the format provided in Appendix A, Part 4, shall be submitted for the September 30 audit of the Total Company. It shall include the total all-inclusive maximum price for current and subsequent years' expenses, should City Utilities exercise this option, for fiscal years 2027 through 2030. The amount bid for the not-to-exceed for expenses will also be used in the evaluation of the proposals.

Please see the following pages for Appendix A, Parts 1, 2, 3, and 4.

APPENDIX A

APPENDIX A PART 1

OFFER AND SCHEDULE OF FEES FOR PROFESSIONAL AUDIT SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2026

	ESTIMATED HOURS	STANDARD HOURLY RATES	QUOTED HOURLY RATES	TOTAL
Partners	80.00	$660	$365.08	$29,206.40
Managers	237.25	$345	$165.42	$39,245.89
Seniors	99.50	$290	$145.46	$14,473.27
Other supervisory Staff	11.25	$215	$94.14	$1,059.08
Staff	171.50	$250	$125.50	$21,523.25
Other (specify): Managing Director/ Director/Senior Manager	15.00	$525	$299.48	$4,492.20

Total, all-inclusive maximum price for audit services (excluding expenses) for the fiscal year ending 9/30/2026 $110,000

Note: The Quoted Hourly Rates shall not be presented as a general percentage of the Standard Hourly Rate or as a gross deduction from the total, all-inclusive maximum price.

APPENDIX A PART 2

OFFER AND SCHEDULE OF FEES FOR PROFESSIONAL AUDIT SERVICES FOR FUTURE FISCAL YEARS

The undersigned has thoroughly examined the Request for Proposal, including Appendices, and therefore submits the following offer to provide services in strict accordance with the terms and conditions contained in the Request for Proposal.

Fiscal Year Ending 9/30/26 (Year 1)	$110,000
Fiscal Year Ending 9/30/27 (Year 2)	$113,300
Fiscal Year Ending 9/30/28 (Year 3)	$117,000
Fiscal Year Ending 9/30/29 (Year 4)	$120,510
Fiscal Year Ending 9/30/30 (Year 5)	$124,125

The Auditor agrees not to increase the Quoted Hourly Rates for additional services as specified above by more than the following percentages:

2027 3 percent of the 2026 Quoted Hourly Rates

2028 3 percent of the 2027 Quoted Hourly Rates

2029 3 percent of the 2028 Quoted Hourly Rates

2030 3 percent of the 2029 Quoted Hourly Rates

City Utilities will require justification for any renewal increases.

Note: The hourly rates submitted on the progress payments for the above time periods will increase at a rate equal to or less than the percentage increase for the total, all-inclusive maximum price for each contract year. The hourly rates for these time periods, when multiplied by the hours worked, shall not exceed the total, all-inclusive maximum price for that contract year.

APPENDIX A PART 3

OFFER AND SCHEDULE OF ALL-INCLUSIVE MAXIMUM PRICE FOR EXPENSES RELATED TO WORK BID UNDER APPENDIX A, PARTS 1 AND 2

EXPENSES

During the course of the project, City Utilities shall reimburse for all reasonable travel and living expenses as per City Utilities Contractor Travel Reimbursement Guidelines (Rev 10-2019), Part Seven - Appendix C and approved by City Utilities' project manager **up to the amount bid for not to exceed pricing noted below**. "Reasonable travel and living expenses" shall not exceed $220 per day per person (excluding airfare). Reimbursable airline travel shall be coach class, taking advantage of all applicable discounts, if any, and scheduled fourteen (14) days in advance Reimbursement for ground transportation will be based on actual mileage times the current IRS mileage rates.

Receipts or verification of all transportation, lodging and other applicable expenses **excluding meals** must be provided with each billing. Receipts or verification of **meal charges** may be requested for the respective billing if the average daily meal charges for on-site person-days **exceeds $60 per day.**

The not-to-exceed for bid amount expenses will be used in the evaluation of the proposals.

All transportation, lodging, meals and other expenses **shall not exceed:**

$0	Year 1 of Contract	Fiscal Year Ending September 30, 2026
$0	Year 2 Contract Renewal	Fiscal Year Ending September 30, 2027
$0	Year 3 Contract Renewal	Fiscal Year Ending September 30, 2028
$0	Year 4 Contract Renewal	Fiscal Year Ending September 30, 2029
$0	Year 5 Contract Renewal	Fiscal Year Ending September 30, 2030

APPENDIX A PART 4

OFFER AND SCHEDULE OF FEES FOR ADDITIONAL PROFESSIONAL SERVICES, IF REQUESTED BY CITY UTILITIES

	2026 STANDARD HOURLY RATES	2026 QUOTED HOURLY RATES
Partners	$660	$480
Managers	$345	$295
Seniors	$290	$245
Other supervisory staff	$250	$195
Staff	$215	$165
Tax	$590	$460
Information Technology	$515	$425
Other (specify): Managing Director/Director/ Senior Manager	$525	$435

The Auditor agrees not to increase the Quoted Hourly Rates for additional services as specified above by more than the following percentages:

2027 3 percent of the 2026 Quoted Hourly Rate

2028 3 percent of the 2027 Quoted Hourly Rate

2029 3 percent of the 2028 Quoted Hourly Rate

2030 3 percent of the 2029 Quoted Hourly Rate

City Utilities will require justification for any renewal increases.

Note: Reimbursement for expenses will be established in the contract for additional services, if required.

3.2.4 Additional Professional Services

City Utilities may request the Auditor to render additional services under a separate contract when such additional work does not create a conflict of interest or is not prohibited by the policy of the contracting firm. Firms submitting proposals are asked to describe or provide a copy of the firm's policy for providing consulting services to audit clients. Such additional work not covered in this RFP document shall be performed as set forth in a separate contract between City Utilities and the Auditor. Fees for any such additional work shall not exceed those rates set forth in the Offer and Schedule of Professional Fees, Appendix A, unless otherwise agreed to in writing between City Utilities and the Auditor. Any changes to this contract for Additional Professional Services must be agreed to in writing between City Utilities and the Auditor.

Forvis Mazars believes that developing an ongoing working relationship will enhance the cost/benefit of the services we will provide. We anticipate City Utilities will contact us to discuss new or significant issues, and we encourage this open dialogue. We consider these routine consultations to be included in the scope of our fees. If these discussions evolve into broader projects or research that requires additional work on our part, we will provide you with an estimated fee for your review and approval prior to commencing work.

In addition, as your organization continues to grow and scale, we anticipate the scope of services may change. Further, new accounting pronouncements and/or regulation may require additional consulting and assistance related to proper accounting treatment, etc. With this in mind, we anticipate the possibility of changes to scope that are unknown at this time. Our current fee anticipates one major program tested in the Uniform Guidance audit. Our approach to serving City Utilities will involve ongoing, proactive communication regarding our overall engagement, including potential scope changes. When scope changes are identified, we will communicate directly with management to discuss the need and the resulting impact to our fees for your review and approval prior to commencing work.

3.2.5 Auditors Guarantees and Warranties The Auditor shall include guarantees and warranties as set forth in Appendix A, Parts 5 and 6.

Please see the following pages.

APPENDIX A PART 5

AUDITOR GUARANTEES

1.0 The Auditor certifies it can and shall provide, at a minimum, all services set forth in Part Two – Scope of Work.

2.0 The Auditor has read Appendix B, Special Provisions, and agrees that the rights and prerogatives as detailed in that appendix are retained by City Utilities as appropriate.

APPENDIX A PART 6

AUDITOR WARRANTIES

1.0 Auditor warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.

2.0 Auditor warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

3.0 Auditor warrants that it shall not delegate or subcontract its responsibilities under an agreement without the express prior written permission of City Utilities.

4.0 Auditor warrants that all information provided by it in connection with this proposal is true and accurate.

APPENDIX A PART 7

Suggested 2026 Audit Schedule
Summary of Key Dates FYE September 2026

Proposed

July - September, 2026	Interim
October 16, 2026	Confirmations completed by CU
October 23, 2026	PBC's completed by CU
November 2 - 20, 2026	Audit Field Work (3 weeks of 4 week window)

	(November 11th – Holiday)
November 30, 2026	Draft of audit report to Audit Firm for review
December 7, 2026	Audit Firm changes & comments of draft to CU
December 14, 2026	CU changes & comments to Audit Firm
December 18, 2026	Audit Firm Independent Partner comments due to CU
January 4, 2027	Final CU changes and final draft due to Audit Firm
January 15, 2027	Final PDF copies received by CU
January 26, 2027	Audit Committee Meeting 3:30 p.m. (Board schedule for 2027 finalized in December)
January 28, 2027	Board Meeting (3:00 p.m.)

3.3 Manner of Payments

3.3.1 Progress payments must include hours of work completed by classification of staff during the course of the engagement in accordance with the firm's quoted hourly rates included in the bid proposal. Receipts or verification of transportation, lodging and other applicable expenses excluding meals shall be required. Reimbursement for ground transportation will be based on actual mileage times the current IRS mileage rates. Receipts or verification of meal charges may be requested for the respective billing if the average daily meal charge for on-site person-days exceeds $60 per day. Interim billings shall cover a period of not less than a calendar month. Total payments will not exceed the total all-inclusive maximum price bid for Professional Fees and Expenses.

3.3.2 Payments shall be made to Auditor within 30 days following receipt of proper invoice by City Utilities.

3.3.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this Request for Proposal.

Forvis Mazars acknowledges these statements.

Proposed Fees

Your Investment

Cost may not be the sole deciding factor for City Utilities of Springfield, Missouri (City Utilities), but we understand it can certainly become a relevant measure when comparing firms. When you select Forvis Mazars, you aren't just paying for professional services. You're investing in a long-term working relationship with a trusted advisor committed to providing year-round, quantifiable value. While the deliverables you receive from any firm may look the same, we are convinced Forvis Mazars can offer you the Unmatched Client Experience that you seek.

The estimated fees are based on our review of existing information and the time, skill, and resources required to deliver the defined scope of services. Forvis Mazars welcomes a collaborative dialogue regarding the defined scope of services to help us align with City Utilities, regarding how we will execute this engagement.

Our goal is to be candid, timely, answer your questions about fees upfront, and avoid fee surprises. We determine our fees by evaluating a number of variables: the complexity of the work, the project's scope, the time we will spend, and the level of professional staff needed. Included in our quoted fees are travel costs and an administrative fee of 5%. This fee covers items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items.

Our fees may increase if our duties or responsibilities change because of new rules, regulations, and accounting or auditing standards. We will consult with you should this happen.

Our acceptance of this engagement is subject to completion of our normal client acceptance procedures. Upon acceptance, the actual terms of our engagement will be documented in a separate letter to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, without Forvis Mazars prior written approval. Most statistical information in this proposal is as of May 31, 2025, unless otherwise noted.

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EXHIBIT B

Clarifications and Exceptions

EXHIBIT B

Agreement for RFP 83296 – Professional Auditing Services

SECTION A

Forvis/Mazars, LLP Terms and Conditions Addendum to be negotiated and included with final agreement.

SECTION B

Finalized engagement letter

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-168 (CARROLL)

FILED: 07/02/2026

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the City's Fiscal Year 2025-2026 General Fund operating budget by increasing revenue and expenses in the amount of $438,503.95 to adjust for certain unanticipated revenue and associated offsetting expenses, adjust the salary budget for retirement payouts, and adjust interdepartmental budgets.

PURPOSE:

Amending the City's Fiscal Year 2025-2026 operating budget in the General Fund by increasing both revenue and expenses in the amount of $438,503.95

BACKGROUND INFORMATION:

During the fiscal year, various events occurred resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2025-2026 ended on June 30, 2026, the books remain open for year-end entries. The Fiscal Year 2025-2026 year-end budget adjustment includes a revenue and expense adjustment of $438,503.95 for reimbursements. This year’s reimbursements include funds from various agencies for Niche software, insurance reimbursements, transferring fund balance from cable funds, sale of City gear and event merchandise items, sale of scrap metal and a small amount of donations.

Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2025-2026; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds due to numerous retirees, while other departments have funds available due to vacancies. Finally, the distribution of city-wide contingency, and other adjustments between departments, are included for funding shortfalls and emergencies experienced throughout the budget year.

The purpose of this budget adjustment is to adjust the Fiscal Year 2025-2026 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a

carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in November following the close of the fiscal year in June. It is not known at this time the amount of carryover funds from the Fiscal Year 2025-2026 budget.

Submitted By: Tammy Beeman, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 07/16/2026

Attachments:
1. General Fund FY 25-26 BA
2. 0062 GF Year End Budget Adjustment

One-rdg._____
P. Hrngs. _____
Pgs. _____
Filed: 07-21-26

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-168 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the City's Fiscal Year 2025-2026 General Fund operating budget by increasing revenue and expenses in the amount of $438,503.95 to adjust for certain unanticipated revenue and associated offsetting expenses, adjust the salary budget for retirement payouts, and adjust interdepartmental budgets.

WHEREAS, pursuant to Section 5.11 of the City Charter, the City Council adopted the operating budget of the City for Fiscal Year 2025-2026 by Special Ordinance No. 28155, on June 9, 2025; and

WHEREAS, during Fiscal Year 2025-2026, the City received revenue not anticipated in the adopted budget, including amounts related to Niche software, insurance proceeds, a transfer of fund balance from cable funds, the sale of City gear and event merchandise, the sale of scrap metal, and donations, each with a corresponding and offsetting increase in expense; and

WHEREAS, actual salary expenditures within the General Fund for Fiscal Year 2025-2026 require adjustment between departments to account for unbudgeted sick leave and vacation payouts made upon employee retirement, and for related interdepartmental and contingency adjustments, notwithstanding that total General Fund salary expense did not exceed the amount budgeted; and

WHEREAS, the Council finds it necessary to amend the Fiscal Year 2025-2026 operating budget of the City in the General Fund by increasing both revenue and expenses in the amount of $438,503.95, and by adjusting appropriations between departments accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, AS FOLLOWS, THAT:

Section 1 – The budget of the City of Springfield for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 62, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2: – The City Council finds that the budget adjustment has been recommended by the City Manager.

Section 3 – The City Council hereby authorizes and directs the City Manager, or designee, to cause the appropriate accounting entries to be made in the books and records of the City.

Section 4 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting:_____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
062

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15020	414110	000000	00000	28,803.99	Fire - Misc Rev Insurance Claims
10110	10	15050	414100	000000	00000	347.25	Fire - Shop Sale of Metal
10110	10	15050	414110	000000	00000	7,746.45	Fire - Shop Misc Insurance Claims and Shop Warranty Parts
10110	18	90100	414110	000000	00000	3,423.00	Police - Misc Rev Insurance Claims
10110	18	97510	413030	000000	00000	4,653.62	Police - Niche Fee Parks
10110	18	97510	414110	000000	00000	550.00	Police - Misc Rev Insurance Claims
10110	18	97510	413030	000000	00000	126,872.96	Police - Niche Reimbursements
10110	19	20010	414100	000000	00000	26.00	PIO - Misc Reimbursements
10110	19	20010	414110	000000	00000	6,964.04	PIO - Misc Reimbursements
10110	19	20120	414100	000000	00000	8,227.50	PIO - Misc Reimbursements
10110	19	20130	413010	000000	00000	8,000.00	PIO - Misc Reimbursements
10110	19	20130	414100	000000	00000	550.00	PIO - Misc Reimbursements
10110	19	20010	417010	000000	00000	158,142.92	PIO - Transfer of Fund Balance 23620
10110	20	73020	414110	103515	00000	84,196.22	PW - Misc Insurance Claims
Net Revenue Adjustment						438,503.95	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Reimbursements:							
10110	10	15020	501260	000000	00000	28,803.99	Fire - Operating Supplies
10110	10	15050	501260	000000	00000	8,093.70	Fire - Shop Operating Supplies
10110	18	90100	501260	000000	00000	3,423.00	Police - Operating Supplies
10110	18	97510	501260	000000	00000	5,203.62	Police - Operating Supplies
10110	18	97510	504580	000000	00000	126,872.96	Police - Niche Reimbursements
10110	19	20010	501260	000000	00000	6,990.04	PIO - Operating Supplies
10110	19	20120	501260	000000	00000	8,227.50	PIO - Operating Supplies
10110	19	20130	501260	000000	00000	550.00	PIO - Operating Supplies
10110	19	20130	504580	000000	00000	8,000.00	PIO - Operating Supplies
10110	20	73020	509110	103515	00000	84,196.22	PW - WFD Building Insurance Claim
10110	19	20010	504580	000000	00000	158,142.92	PIO - Other Prof Fees
Distribute contingency funds by department:							
10110	05	12010	505830	000000	00000	9,000.00	City Clerk - City Council Laptops Lease Renewal
10110	06	13120	509910	000000	00000	10,000.00	City Manager - Transfer to Fire Training for Event
10110	09	14120	504570	000000	00000	40,000.00	Finance Paid Mental Health Screenings CBA Fire
10110	12	16030	501260	000000	00000	6,000.00	Human Resource - Welcome to the City Operating Supplies
10110	12	16010	502515	000000	00000	46,200.00	Human Resources - Electronic Benefits Software EMB
10110	17	62550	502010	000000	00000	8,500.00	Planning - Publication Costs
10110	17	65210	504580	102641	00000	43,000.00	Planning - Habitat Funding
10110	19	20010	501260	000000	00000	4,994.00	Public Information Office - Telepromptor City Manager
10110	19	20010	504580	000000	00000	3,263.10	Public Information Office - Direct Mailer Tourism
10110	06	13120	502780	000000	00000	(170,957.10)	City Manager - Contingency
Net Expenditure Adjustment						438,503.95	

Explanation: To amend the fiscal year end 2025-26 budget for the General Fund.

Requested By:

07/02/26
Department Head Date

Approved By:

07/02/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-168
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
062

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						-	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Reallocate salaries/supplies by department:							
10110	03	10010	500110	000000	00000	(220,000.00)	BDS - Salaries
10110	04	11020	500110	000000	00000	(40,000.00)	City Attorney- Salaries
10110	05	12010	500110	000000	00000	30,000.00	City Clerk - Salaries
10110	06	13010	500110	000000	00000	35,000.00	City Manager - Salaries
10110	12	16010	500110	000000	00000	30,000.00	Human Resources - Salaries
10110	15	19020	500110	000000	00000	(55,000.00)	Municipal Court - Salaries
10110	20	71010	500110	000000	00000	(162,500.00)	Public Works - Salaries
10110	20	73010	500110	000000	00000	(162,500.00)	Public Works - Salaries
10110	03	10020	502720	000000	00000	590,000.00	BDS - Demolition of Buildings
10110	04	11020	501230	000000	00000	(16,000.00)	City Attorney- Non-Capital Computer Software
10110	04	11030	500130	000000	00000	(11,000.00)	City Attorney- Temporary Wages
10110	04	11030	505830	000000	00000	(8,000.00)	City Attorney- Non-Capital Computer Software
10110	05	12010	505830	000000	00000	2,000.00	Citly Clerk - Machinery Rental
10110	05	12010	502190	000000	00000	18,000.00	City Clerk - Election Costs
10110	06	13010	504530	000000	00000	75,000.00	City Manager - Consulting
10110	12	16010	504530	000000	00000	(51,000.00)	Human Resources - Consulting
10110	12	16010	502515	000000	00000	(80,000.00)	Human Resources - Software Annual Maint & Sub
10110	12	16010	502010	000000	00000	(19,000.00)	Human Resources - Advertising
10110	13	17010	500120	000000	00000	(6,000.00)	Information Systems - Overtime
10110	13	17010	504580	000000	00000	(30,000.00)	Information Systems - Other Prof Fees
10110	14	18010	504580	000000	00000	1,000.00	Mayor & City Council - Other Prof Fees
10110	15	19020	502070	000000	00000	(12,000.00)	Municipal Court - Bank Card & Epay Fees
10110	15	19020	504590	000000	00000	(8,000.00)	Municipal Court - Professional Development
10110	17	60010	504580	000000	00000	(30,000.00)	Planning - Other Prof Fees
10110	17	60010	501260	000000	00000	(10,000.00)	Planning - Operating Supplies
10110	18	97510	501190	000000	00000	(80,000.00)	Police - Tools & Equipment
10110	20	79030	504580	000000	00000	220,000.00	Public Works - Other Prof Fees
Net Expenditure Adjustment						-	

Explanation: To amend the fiscal year end 2025-26 budget for the General Fund.

Requested By:

07/02/26
Department Head Date

Approved By:

07/02/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-168
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-169 (HARDINGER)

FILED: 06/25/2026

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the City's Fiscal Year 2025-2026 operating budget in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53 to adjust for certain unanticipated revenue and associated offsetting expenses, and appropriating $158,142.92 in fund balance for transfer to the General Fund.

PURPOSE:

Amending the City's Fiscal Year 2025-2026 operating budget by increasing both revenue and expenses in the amount of $617,338.53 in various Special Revenue Funds.

BACKGROUND INFORMATION:

During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, some small donations, reimbursement for training, fund balance appropriations of cable funds, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2025-2026 ended on June 30, 2026, the books remain open for year-end entries.

The Fiscal Year 2025-2026 year-end budget adjustment includes $326,744.39, which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code.

The Fire department received $4,459 from Pi Kappa Alpha as a donation, along with a $4,000 donation from Great Southern Bank, and $107,327.22 for training reimbursement. The Police department received $16,665 in donations from local area retailers. The Public Information Office is appropriating the fund balance of an expired cable fund, $158,142.92 and transferring this to General Fund to cover department expenses.

The purpose of this budget adjustment is to adjust the Fiscal Year 2025- 2026 budget for reimbursements and associated offsetting expense items. This budget adjustment

includes special revenue funds. These funds are designated for a specific purpose and must be used only for this purpose.

Submitted By: Tammy Beeman, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 07/15/2026

Attachments:
1. Special Fund FY 25-26 BA
2. 00064 SR Year End Budget Adjustment

One-rdg._____
P. Hrngs. _____
Pgs. _____
Filed: 07-21-26

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-169 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the City's Fiscal Year 2025-2026 operating budget in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53 to adjust for certain unanticipated revenue and associated offsetting expenses and appropriating $158,142.92 in fund balance for transfer to the General Fund.

WHEREAS, pursuant to Section 5.11 of the City Charter, the City Council adopted the operating budget of the City for Fiscal Year 2025-2026 by Special Ordinance 28155, on June 9, 2025; and

WHEREAS, during Fiscal Year 2025-2026, the City received unanticipated revenue in various Special Revenue Funds, including amounts released from fire escrow funds held for property damage repairs, donations to the Fire and Police Departments, and reimbursement for fire training expenses, each with a corresponding and offsetting increase in expense; and

WHEREAS, an expired cable fund, Fund 23620, holds a remaining balance of $158,142.92, which the Public Information Office is appropriating for transfer to the General Fund to cover department expenses; and

WHEREAS, the Council finds it necessary to amend the Fiscal Year 2025-2026 operating budget of the City in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53, and by appropriating $158,142.92 in fund balance for transfer to the General Fund, accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, AS FOLLOWS, THAT:

Section 1 – The budget of the City of Springfield for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 64, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – The City Council finds that the budget adjustment has been recommended by the City Manager.

Section 3 – The City Council hereby authorizes and directs the City Manager, or designee, to cause the appropriate accounting entries to be made in the books and records of the City.

Section 4 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting:_____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
064

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414110	000000	00000	326,744.39	BDS - Fire Escrow Fund payouts
22620	10	15080	414070	000000	00000	8,459.00	FIRE - Donation
25070	10	15040	417010	000000	00000	10,000.00	FIRE - Training
25070	10	15040	413100	000000	00000	81,000.00	FIRE - Training
25070	10	15040	414110	000000	00000	16,327.22	FIRE - Training
25060	18	97550	416030	000000	00000	16,665.00	Police Local Walmart Donations
Net Revenue Adjustment						459,195.61	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	326,744.39	BDS - Fire Escrow Fund payouts
22620	10	15080	501260	000000	00000	8,459.00	Fire - Operating Supplies
25070	10	15040	501260	000000	00000	107,327.22	Fire - Training
25060	18	97550	501260	000000	00000	16,665.00	Police - Operating Supplies
23620	19	20010	509910	000000	00000	158,142.92	PIO - Fund 23620 Telecable Transfer
Net Expenditure Adjustment						617,338.53	

Fund Balance Appropriation:

Fund		Title	Amount
23620	19	414080 Fund Balance Approp	158,142.92

Explanation: To amend the fiscal year end 2025-26 budget for reimbursements received for various funds.

Requested By:

06/25/26
Department Head Date

Approved By:

06/25/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-169
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-170 (HOSMER)

FILED: 06/29/2026

ORIGINATING DEPARTMENT: Parks

TITLE: A special ordinance amending the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000, to offset unanticipated expenditures of $1,147,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by $900,000, for an overall budget adjustment of $2,047,000.

PURPOSE: Amending the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000 to offset unanticipated expenditures of $1,147,000 in the Parks General Fund, Parks 2001 Sales Tax Fund and Parks 2006 Sales Tax Fund, and amending the Golf Fund's operating budget and capital improvement budget by $400,000 and $500,000, respectively, increasing both revenues and associated expenses within the Golf Enterprise Fund by these amounts, for an overall budget adjustment of $2,047,000.

BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at or near the close of each fiscal year. During Fiscal Year 2025-2026, unanticipated expenditures are expected to exceed budgeted expenditures by $1,147,000 in the Parks General Fund, 2001 Sales Tax Fund and the Parks 2006 Sales Tax Fund. Parks is requesting a budget adjustment to appropriate Parks Property Tax and Parks Sales Tax revenues received in excess of budget by $1,147,000 to offset the total unanticipated expenditures within these funds for the fiscal year ending June 30, 2026.

In addition, the Golf Fund revenues are anticipated to exceed the amount budgeted by Parks by approximately $900,000 (rounded estimate). This additional revenue will be used to offset expense items in the Golf Enterprise Fund, which includes $500,000 for hospitality enhancements at Rivercut Golf Course, including clubhouse patio expansion, patron tournament pavilion installation, and associated landscape/hardscape improvements, and $400,000 for golf operational expenses.

Submitted By: Ronald Schneider, Director of Parks & Recreation

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice S. Jones, Deputy City Manager 07/17/2026

Attachments:
1. 2026 Parks Year-End Budget Adjustment Ordinance
2. Parks Year End Budget Adjustment Exhibit A 063

One-rdg._____
P. Hrngs. _____
Pgs. _____
Filed: 07-21-26

Sponsored by: Hosmer

First Reading:_____ Second Reading:_____

COUNCIL BILL 2026-170 SPECIAL ORDINANCE_____

AN ORDINANCE

AMENDING the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000, to offset unanticipated expenditures of $1,147,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by $900,000, for an overall budget adjustment of $2,047,000.

WHEREAS, during a fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed; and

WHEREAS, for efficiency purposes these adjustments to the budget are typically handled toward the end of the fiscal year or shortly thereafter; and

WHEREAS, the Fiscal Year 2025-2026 operating budget for the Park Board needs to be adjusted for reimbursements and associated offsetting expense items.

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

Section 1 – The Park Board's Budget for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 063, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

Section 2 – City Council finds the budget adjustment has been recommended by the Park Board and the City Manager and that the budget adjustment made herein is necessary to reconcile differences between budgeted revenues and expenditures and actual revenues and expenditures.

Section 3 – City Council hereby directs the City Manager, or designee, to cause the appropriate accounting entries to be made in the books and records of the City.

Section 4 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting:_____

_____
Mayor

Attest:_____, City Clerk

Filed as Ordinance: _____

Approved as to form:_____, Assistant City Attorney

Approved for Council action:_____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80010	401010	000000	00000	$ 347,000	Parks Real Estate Tax-Current
20120	16	80020	401510	000000	00000	400,000	Parks 2001 Sales Tax Revenue
Net Revenue Adjustment						$ 747,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	82570	504580	000000	10248	$ 100,000	Brightspeed Ice Park-Other Professional Services
20110	16	82570	502760	000000	10248	50,000	Brightspeed Ice Park-Plant Equipment Repairs
20110	16	80530	500130	000000	00000	50,000	Landscape and Forestry Temporary Wages
20110	16	80510	505510	000000	00000	50,000	Parks General Services-Electricity
20110	16	87510	502740	000000	00000	25,000	Dickerson Park Zoo Motor Vehicle Repairs
20110	16	87510	504580	000000	00000	25,000	Dickerson Park Zoo Other Professional Services
20110	16	87510	505560	000000	00000	15,000	Dickerson Park Zoo Water
20120	16	82630	500130	000000	00000	20,000	Archery Temporary Wages
20120	16	87510	501120	000000	00000	30,000	Dickerson Park Zoo Animal Food Supplies
20120	16	80550	502710	000000	00000	50,000	Service Center Repairs and Maintenance
20120	16	80550	502740	000000	00000	50,000	Service Center Motor Vehicle Repairs
20120	16	80520	504580	000000	00000	122,000	Construction and Repairs Other Professional Services
20120	16	80520	501110	000000	00000	25,000	Construction and Repairs Building Materials
20120	16	80520	501280	000000	00000	40,000	Construction and Repairs Plumbing and Electrical
20120	16	80510	504580	000000	00000	20,000	Park Operations General Services Other Prof Services
20120	16	80510	505560	000000	00000	50,000	Park Operations General Services Water
20120	16	80530	500130	000000	00000	25,000	Landscape & Forestry Temporary Wages
Net Expenditure Adjustment						$ 747,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating Park Real Estate Tax revenues, Parks 2001 and 2006 Sales Tax revenues and Golf Enterprise Fund revenues to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2026.

Requested By:

06/29/26
Department Head Date

Approved By:

06/29/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-170
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20130	16	80030	401510	000000	00000	$ 400,000	Parks 2006 Sales Tax Revenue
Net Revenue Adjustment						$ 400,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20130	16	80510	500130	000000	00000	$ 50,000	Park Operations Temporary Wages
20130	16	80570	501260	000000	00000	25,000	Turf Management Operating Supplies
20130	16	80570	500130	000000	00000	20,000	Turf Management Temporary Wages
20130	16	80520	501260	000000	00000	25,000	Construction and Repairs Operating Supplies
20130	16	80520	501190	000000	00000	50,000	Construction and Repairs Tools and Equipment
20130	16	80520	501110	000000	00000	50,000	Construction and Repairs Building Materials
20130	16	80520	501280	000000	00000	50,000	Construction and Repairs Plumbing and Electrical
20130	16	80520	504580	000000	00000	80,000	Construction and Repairs Other Professional Services
20130	16	80540	504620	000000	00000	50,000	Park Operations Second Shift Specialty Services
Net Expenditure Adjustment						$ 400,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating Park Real Estate Tax revenues, Parks 2001 and 2006 Sales Tax revenues and Golf Enterprise Fund revenues to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2026.

Requested By:

06/29/26
Department Head Date

Approved By:

06/29/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-170
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
57010	16	25010	412020	000000	10410	$ 350,000	Bill and Payne Stewart Golf Course Revenues
57010	16	25010	412020	000000	10355	350,000	Rivercut Golf Course Revenues
57010	16	25010	412020	000000	10170	200,000	Horton Smith Golf Course Revenues
Net Revenue Adjustment						$ 900,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
57010	16	80020	509110	000000	10355	$ 500,000	Rivercut Golf-Clubhouse & Landscape Imprv Proj
57010	16	25010	501130	000000	10409	20,000	Bill and Payne Stewart Golf-Chemical and Lab Supplies
57010	16	25010	501280	000000	10409	10,000	Bill and Payne Stewart Golf-Plumbing and Electrical
57010	16	25010	501130	000000	10354	50,000	Rivercut Golf Course-Chemicals and Supplies
57010	16	25010	501260	000000	10354	20,000	Rivercut Golf Course-Operating Supplies
57010	16	25010	502740	000000	10354	25,000	Rivercut Golf Course-Motor Vehicle Repairs
57010	16	25010	501280	000000	10354	25,000	Rivercut Golf Course-Plumbing and Electrical
57010	16	25010	501130	000000	10169	25,000	Horton Smith Golf Course Chemical and Lab Supplies
57010	16	25010	502740	000000	10169	10,000	Horton Smith Golf Course Motor Vehicle Repairs
57010	16	20510	507520	000000	10355	35,000	Rivercut Pro Shop Inventory Purchases
57010	16	25010	501160	000000	10355	25,000	Rivercut Pro Shop-Food Supplies
57010	16	25010	501160	000000	10410	20,000	Bill and Payne Stewart Pro Shop Food Supplies
57010	16	25010	507520	000000	10410	35,000	Bill and Payne Stewart Pro Shop Inventory Purchases
57010	16	25010	501110	000000	10410	25,000	Bill and Payne Stewart Pro Shop Building Materials
57010	16	25010	501260	000000	10410	20,000	Bill and Payne Stewart Pro Shop Operating Supplies
57010	16	25010	507520	000000	10170	30,000	Horton Smith Pro Shop Inventory Purchases
57010	16	25010	501110	000000	10170	25,000	Horth Smith Pro Shop Building Materials
Net Expenditure Adjustment						$ 900,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating Park Real Estate Tax revenues, Parks 2001 and 2006 Sales Tax revenues and Golf Enterprise Fund revenues to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2026.

Requested By:

06/29/26
Department Head Date

Approved By:

6/29/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-170
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-171 (LEE)

FILED: 07/06/2026

ORIGINATING DEPARTMENT: Airport

TITLE: A special ordinance amending the Fiscal Year 2025-2026 budget of the Airport, in the amount of $4,000,000 to appropriate reserves from the Airport Operating Fund, Airport Capital Replacement Fund, Airport Car Rental Reserve Fund, and Airport Capital Reserve Fund to finance repairs related to a hailstorm event.

PURPOSE: Amend the Fiscal Year 2025-2026 budget of the airport in the amount of $4,000,000 to appropriate reserves from various airport funds for the purpose of financing current and future repair solutions related to the hailstorm on April 28, 2026.

BACKGROUND INFORMATION:

On April 28, 2026, the airport experienced an extreme hailstorm event causing damage to airport equipment, airfield infrastructure, and facilities. Immediate repairs were carried out to put equipment into operations and prevent further water intrusion into facilities. Repair estimates have been received for some equipment and facilities requiring an immediate need to increase the budget for fiscal year 2025-2026.

Damage assessments and permanent repair solutions will continue to be developed for the majority of equipment and facilities going into fiscal year 2026-2027. Insurance and self-insurance funds are anticipated to provide some funding related to the repairs reducing the overall impact on airport reserve funding. Insurance revenue is currently unknown and will continue to be updated as assessments are made. The proposed budget adjustment will allow the airport to move forward with current and future repair solutions as they are developed for the remainder of the current fiscal year and into fiscal year 2026-2027.

The Airport Board voted to recommend the approval of the budget adjustment at its meeting on June 18, 2026.

Submitted By: Chad Ray, Assistant Director of Aviation

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Collin Quigley, Deputy City Manager 07/16/2026

Attachments:
1. Hailstorm Budget Adjustment_ord
2. 0065_Airport_Hailstorm Damage

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-21-26

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-171 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the Fiscal Year 2025-2026 budget of the Airport, in the amount of $4,000,000 to appropriate reserves from the Airport Operating Fund, Airport Capital Replacement Fund, Airport Car Rental Reserve Fund, and Airport Capital Reserve Fund to finance repairs related to a hailstorm event.

_____

WHEREAS, the Airport experienced an extreme hailstrorm event on April 28, 2026 which damaged airport equipment, airfield infrastructure, and facilities; and

WHEREAS, immediate repairs were performed to return equipment to operations and prevent further water intrsusions into facilities; and

WHEREAS, it is necessary to add funds to the 2025-2026 budget to fund the aforementioned repairs; and

WHEREAS, this Ordinance will amend the Fiscal Year 2025-2026 budget of the Airport to appropriate balance reserves totaling $4,000,000 out of the Airport Operating Fund, in the amount of $100,000; the Airport Capital Replacement Fund, in the amount of $300,000; the Airport Car Rental Reserve Fund, in the amount of $100,000; and the Airport Capital Reserve Fund, in the amount of $3,500,000, to facilitate the repairs.

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

Section 1 – The budget of the Airport for Fiscal Year 2025-2026, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 065, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager or Acting City Manager.

Section 3 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 4 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
065

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						-	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51010	01	46010	502780	103821	00000	100,000.00	Contingency for airport operating repairs
51100	01	46010	502780	103821	00000	300,000.00	Contingency for airport capital replacement
51110	01	46010	502780	103821	00000	100,000.00	Contingency for car rental facility repairs
51150	01	46010	502780	103821	00000	3,500,000.00	Contingency for airport facility repairs
Net Expenditure Adjustment						4,000,000.00	

Fund Balance Appropriation:

Fund		Title	Amount
51010	01	Airport Operating Fund	(100,000)
51100	01	Airport Capital Replacement Fund	(300,000)
51110	01	Airport Car Rental Reserve Fund	(100,000)
51150	01	Airport Capital Reserve Fund	(3,500,000.00)

Explanation: Amend the FY2025-2026 budget of the Airport in the amount of $4,000,000. The additional budget is to be dedicated to repairs, capital replacement, and capital improvements in response to hailstorm damage experienced on April 28, 2026.

Requested By:

Department Head 07/06/26
Date

Approved By:

Director of Finance 07/06/26
Date

City Manager
Date

Authorization:

Council Bill No. 2026-171
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-172 (MCGULL)

FILED: 07/10/2026

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance amending Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC, through December 31, 2027, for the City-owned property located at 1109 East Trafficway Street, in order to enable continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

PURPOSE: To amend Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC ("USL") for the City-owned property located at 1109 East Trafficway from December 31, 2026, to December 31, 2027, enabling continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

BACKGROUND INFORMATION: In December 2024, the City Council passed Special Ordinance 28083, approving a Letter of Intent and Cost-Share Agreement with USL for up to $75,000 to evaluate site conditions and feasibility for a new soccer stadium development located at 1109 East Trafficway. Under the terms of the Letter of Intent, USL granted the City exclusive partnership rights during the feasibility phase. This exclusivity was set to continue through December 31, 2025, with the option to extend for two (2) additional six-month periods. Both extension options have since been exercised, and the current Letter of Intent is set to expire on December 31, 2026.

During this due diligence period, geotechnical investigations and site surveys confirmed that the property is suitable for construction and capable of accommodating a venue of this scale. However, the site's history as a former quarry and landfill requires additional analysis and planning before specific site configurations can be evaluated. Due to the complexity of these analyses, the site's unique characteristics, and recent changes to USL's expansion strategy, additional time is needed to complete a comprehensive evaluation.

To accommodate this, Staff recommends extending the due diligence period from December 31, 2026, to December 31, 2027, with the option to extend for two (2) additional six-month periods. The proposed extension will allow Staff and project partners to complete additional environmental and engineering evaluations, pursue potential funding opportunities, continue project design and cost-estimating efforts, and further refine the overall project schedule.

As part of this action, the Cost-Share Agreement between the City and USL will be terminated. No additional financial commitment from either party will be required unless

mutually agreed upon.

REMARKS: Any remaining work associated with the feasibility phase will be funded using previously appropriated City funds. To date, the City's original contribution of up to $75,000 remains available for continued due diligence. Those funds were appropriated from the City Manager's Contingency Fund in a previous budget. No additional appropriation is being requested at this time.

Staff recommends approval.

Submitted By: Corey Stinson, Associate Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Matthew Schaefer, Assistant Director of Economic Vitality and Workforce Development	07/10/2026
Maurice S. Jones, Deputy City Manager	07/17/2026

Attachments:

1. USL Amended LOI and Termination of Cost Share Agreement
2. Special Ordinance 28083 - Exhibit A
3. USL Amended Letter of Intent - Exhibit B
4. USL Termination of Cost Share Agreement - Exhibit C

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed 07-21-26

Sponsored by McGull

First Reading _____ Second Reading _____

COUNCIL BILL 2026-172 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC, through December 31, 2027, for the City-owned property located at 1109 East Trafficway Street, in order to enable continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

_____

WHEREAS, the City of Springfield's Department of Economic Vitality and Workforce Development has been engaged in discussions with United Soccer Leagues, LLC ("USL"), for several years regarding the possibility of bringing both men's and women's professional soccer teams to the City; and

WHEREAS, the City-owned property located at 1109 East Trafficway Street has been identified as a potential site for a soccer stadium; and

WHEREAS, on December 16, 2024, the City Council passed Special Ordinance 28083, which authorized the City of Springfield to enter into a Letter of Intent and Cost-Share Agreement with United Soccer Leagues, LLC, in an amount not to exceed $75,000, to conduct feasibility studies and other necessary research to determine potential site details for the City-owned property located at 1109 East Trafficway Street through December 31, 2026, and a copy of Special Ordinance 28083 is attached hereto and incorporate herein by this reference as "Exhibit A"; and

WHEREAS, the City and USL now desire to extend such Letter of Intent through December 31, 2027, with two additional six-month extensions through December 31, 2028, to allow for further study of feasibility of the site; and

WHEREAS, the City and USL further desire to terminate the Cost-Share Agreement, with the City conducting future testing; and

WHEREAS, the previously authorized not-to-exceed amount of $75,000, to be funded from the City Manager's Contingency Fund, shall remain in place.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an Amended Letter of Intent with USL, substantially similar in form to that attached hereto and incorporated herein by this reference as "Exhibit B."

Section 2 – The City Manager, or designee, is hereby authorized to enter into a Termination of Cost-Share Agreement substantially similar to that attached hereto and incorporated herein as "Exhibit C."

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council Action: _____, City Manager

ORDINANCE 28083
EXPLANATION TO COUNCIL BILL 2024-265 (MCCLURE)

FILED: 12/03/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed $75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

PURPOSE: The City of Springfield's Department of Economic Vitality and Workforce Development has been in preliminary discussions with the United Soccer Leagues, LLC ("USL"), regarding the possibility of bringing both men's and women's professional soccer teams to the City. The City-owned property located at 1109 East Trafficway Street has been identified as a promising potential site for a soccer stadium, and the USL is ready to begin conducting feasibility studies and other research regarding the potential development of the site. To this end, the USL has provided the City a Letter of Intent that would provide for exclusivity between the City and the USL during the feasibility phase, which would initially last through December 31, 2025, with an option to extend the partnership for two (2) additional six (6) month periods.

The USL has also requested that the City enter into a Cost-Share Agreement. If approved, the Cost-Share Agreement would provide for a fifty-percent (50%) cost-share between the City and the USL, with a maximum initial City contribution of $75,000.00. This contribution would be paid using previously budget funds from the City Manager's Contingency Fund. The City would also retain a copy of any reports, studies, or other work product resulting from the Agreement.

BACKGROUND INFORMATION:

Submitted By: Amanda Ohlensehlen, Director of Economic Vitality

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. USL Cost Share Agreement and LOI (1)
2. Exhibit A - Letter of Intent
3. Exhibit B - Cost-Share Agreement

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed 11-27-24

Sponsored by McClure

First Reading December 3, 2024 Second Reading December 16, 2024

COUNCIL BILL 2024-265 SPECIAL ORDINANCE 28083

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed $75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

WHEREAS, the City of Springfield's Department of Economic Vitality and Workforce Development has been in preliminary discussions with the United Soccer Leagues, LLC (the "USL"), regarding the possibility of bringing both men's and women's professional soccer teams to the City; and

WHEREAS, the City-owned property located at 1109 East Trafficway Street has been identified as a potential site for a soccer stadium; and

WHEREAS, the USL is ready to begin conducting feasibility studies and other necessary research to determine the development potential of the site; and

WHEREAS, the USL has provided the City with a Letter of Intent to allow for exclusivity between the City and the USL through at least December 31, 2025, with the possibility of extension through December 31, 2026, to complete all necessary research, attached hereto and incorporated herein by this reference as "Exhibit A"; and

WHEREAS, the USL has requested that the City enter into a Cost-Share Agreement, whereby the City would reimburse the USL at a rate up to fifty percent (50%), with a maximum initial contribution of $75,000.00, a copy of which is attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, previously budgeted funds from the City Manager's Contingency Fund will be used for the City's contribution.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into a Letter of Intent with the United Soccer Leagues, LLC, substantially similar in form to that attached hereto as "Exhibit A."

Section 2 – The City Manager, or designee, is hereby authorized to enter into a Cost-Share Agreement substantially similar to that attached hereto as "Exhibit B," for the purpose of conducting feasibility studies and other research on the development potential of the City-owned property located at 1109 East Trafficway Street.

Section 3 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: December 16, 2024

Mayor

Attest: _____, City Clerk

Filed as Ordinance: December 16, 2024

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

[DATE]

[NAME]
[ADDRESS]

Dear [NAME]:

As you are aware, United Soccer Leagues, LLC (the "**USL**") and the City of Springfield, Missouri ("**Springfield**", and together with the USL, collectively, the "**Parties**") have engaged in preliminary discussions regarding a potential collaboration to establish professional soccer in Springfield and, in connection therewith, undertake a real estate development project that would result in a multi-purpose sports and entertainment district in Springfield anchored by the Stadium (as defined below) (collectively, the "**Proposed Transaction**"). This letter agreement (the "**Letter Agreement**") provides a brief summary of the principal terms and conditions of the Proposed Transaction. The parties agree to continue to engage in good faith discussions regarding a public-private partnership in an effort to enter into the Definitive Agreements (as defined below) and consummate the Proposed Transaction.

Quarry Site

The USL (or its designee) shall have the right of first refusal to serve with Springfield as "Master Developer" for the Proposed Transaction; *provided*, however, that the Parties will work in good faith to ensure that the Proposed Transaction remains in compliance with applicable local and state regulation. The real estate development portion of the Proposed Transaction may incorporate various asset classes including, but not limited to, multifamily, retail/restaurants, education, medical, cultural, transit, greenspace, hotel and/or entertainment. The Parties acknowledge and agree that the city-owned site located at 1109 E. Trafficway Street, Springfield, Missouri (the "**Quarry Site**") will serve as the primary location for the Stadium and the broader development resulting from the Proposed Transaction, with potential for related development in the surrounding area; *provided*, however, that the use of such site for the Proposed Transaction will be subject to certain diligence results and findings provided by a third party [Geotech] firm engaged by the USL to assess the feasibility of the site for such purpose. For clarity, the Parties will (i) split the cost 50/50 related to any such work that they agree upon in advance in writing, and (ii) work in good faith to review the feasibility assessment and make a final determination as to whether or not to proceed with the Proposed Transaction on the Quarry Site.

Stadium; USL Teams

As part of the Proposed Transaction, the Parties will work together in good faith towards the development of a soccer-specific stadium (the "**Stadium**"), which shall (i) have a minimum seating capacity of [5,000], with ability to expand to at least [10,000] seats, (ii) meet the then-current USL stadium requirements (the requirements in effect as of the date hereof are generally outlined in **Exhibit A**), (iii) serve as the home stadium for each of a (x) men's professional soccer team (the "**Men's Team**"), and (y) women's professional soccer team (the "**Women's Team**" and together with the Men's Team, the "**Teams**"). The Parties intend for the Men's Team to compete in the second tier of

the USL men's professional competition structure, in a league currently known as USL League One, and for Women's Team to compete in a league within the second tier of the USL women's professional competition structure, if and when the USL establishes any such league, in its sole discretion. For clarity, upon consummation of the Proposed Transaction, the USL (or its designee) will have the right to serve as both "anchor tenant" of the Stadium, and the right of first refusal to serve as Stadium operator/manager (in each case the USL will be permitted to assign its rights under certain terms).

Missouri State

During time period within which the Quarry Site is being assessed, remediated, and/or developed as part of the Proposed Transaction, Springfield will use its best efforts to cause Missouri State University to enter into a stadium lease/use agreement with the USL to permit the Teams to play their home games at Robert W. Plaster Stadium, commencing with the 2026 USL League One season and continuing thereafter until the Proposed Transaction is completed.

Definitive Agreements

The terms set forth herein are not intended to set forth a complete summary of all deal terms, and shall be superseded by the execution of the definitive agreements among the Parties that are required to complete the transactions contemplated in this Letter Agreement (collectively, the "**Definitive Agreements**"); *provided*, however, that, for clarity, the Parties acknowledge and agree that during the time period from the date hereof through the earlier of (a) execution of the Definitive Agreements, and (b) expiration of the Exclusivity Period (as defined below), including any extensions thereof (as set forth below), each Party's obligations set forth in this Letter Agreement related to the exclusive arrangement contemplated hereunder, including but not limited to, the obligation for each Party to exclusively discuss and negotiate in good faith with the other Party as it relates to the Proposed Transaction during the Exclusivity Period, shall be binding obligations.

Exclusivity; Protected Territory

From the date hereof through December 31, 2025 (such period of time, the "**Exclusivity Period**"), USL and Springfield shall engage in good faith discussion and negotiation, on an exclusive basis, with respect to the Proposed Transaction (or any alternative transaction substantially similar to the Proposed Transaction), and will exclusively negotiation in good faith the terms thereof as will be set forth in the Definitive Agreements. The Parties acknowledge and agree that if the Definitive Agreements have not been finalized and executed by the initial expiration date of the Exclusivity Period (as set forth above), unless they otherwise mutually agree in writing, the Exclusivity Period will automatically be extended for up two (2) consecutive six-month periods (through December 31, 2026); *provided*, however, either Party may terminate this Letter Agreement upon a material breach by the other Party that remains uncured for five (5) days after receipt of notice thereof.

During the Exclusivity Period, USL shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly, solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any other proposals from third parties that may constitute, or could reasonably be expected to lead to, an alternative transaction for construction of a stadium where men's and women's professional soccer teams participating in the same USL-owned and operated leagues as the Teams would play their home games, at any other location within the defined territory outlined in

Exhibit B (the "**Protected Territory**") (collectively, an "**Alternative USL Transaction**"). Further, during the Exclusivity Period, the USL shall make good faith efforts to identify and negotiate with prospective USL teams, investors, and/or other relevant stakeholders interested in participating in the Proposed Transaction. The USL will work in good faith with Springfield to determine the particular details with respect to the use and programming of the Stadium.

During the Exclusivity Period, Springfield shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly: (i) solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any proposal from a person or organization, or group of persons, other than USL, its affiliates, and prospective USL teams and/or investors identified by USL that may constitute, or could reasonably be expected to lead to an alternative transaction related to the construction or operation of a stadium where professional soccer teams (men's and women's) other than the Teams (or other teams participating in USL-owned and operated leagues) would play their home games, at any other location within Springfield, Missouri (an "**Alternative City Transaction**"); (ii) enter into or participate in any discussions or negotiations with any person or group of persons other than USL, its affiliates, and prospective USL teams and/or investors identified by USL regarding an Alternative City Transaction, (iii) furnish any information related to the USL or any of its subsidiaries, assets or businesses, or afford access to the assets, business, properties, books, or records of the USL or any of its subsidiaries to any person or group of persons other than the USL or its subsidiaries, in all cases for the purpose of assisting with or facilitating an Alternative City Transaction; or (iv) enter into an Alternative City Transaction or any agreement, arrangement, or understanding, including, without limitation, any letter of intent, term sheet, or other similar document, relating to an Alternative City Transaction. As of the date hereof, and continuing throughout the Exclusivity Period (as the same may be extended as set forth herein), Springfield shall, and shall cause its Representatives to, affirmatively terminate in writing any and all existing discussions or negotiations with any third party regarding an Alternative City Transaction.

As used herein, the term "**Representatives**" means a Party's members, shareholders, affiliates, directors, officers, employees, agents, investment bankers, attorneys, accountants, consultants, advisors and other representatives.

Subject to the 50/50 split of all costs related to the feasibility assessment of the Quarry Site as set forth above, the Parties acknowledge and agree that, during the Exclusivity Period, the Parties will mutually agree upon an equitable cost sharing arrangement for any and all commercially reasonable pre-development costs related to the Proposed Transaction that the Parties mutually agree in advance in writing are necessary (including but not limited to site surveys, additional feasibility studies, financial projections, lobbyist or consultant fees, necessary architect fees and necessary engineering fees). Both Parties further agree that Springfield shall receive a copy of all feasibility and pre-development studies and reports from any such task undertaken as a result of this Letter Agreement.

Miscellaneous Items

The Parties acknowledge and agree that a material breach of this Letter Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, either Party may seek equitable relief in the event of any breach or threatened breach of this Letter Agreement, including injunctive relief against any breach thereof and specific performance of any provision thereof, in addition to any other remedy to which the either Party may be entitled.

The Parties acknowledge and agree that the execution and delivery of this Letter Agreement does not create a binding obligation on the part of either Party to consummate the Proposed Transaction, and that this Letter Agreement is an expression of the Parties' interests in continuing discussions regarding the Proposed Transaction in accordance with the terms and conditions set forth herein, in a good faith effort to enter into the Definitive Agreements.

This Letter Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

This Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

If this Letter Agreement accurately sets forth your understanding of the subject matter contained herein, kindly execute the enclosed copy of this Letter Agreement and return it to the undersigned.

[Signatures follow]

Very truly yours,

United Soccer Leagues, LLC

By:_____
Name: Justin Papadakis
Title: Deputy CEO & Chief Real Estate Officer

ACKNOWLEDGED AND AGREED:

City of Springfield, Missouri

By:_____
Name:
Title:

Exhibit A

USL Stadium Requirements[1]

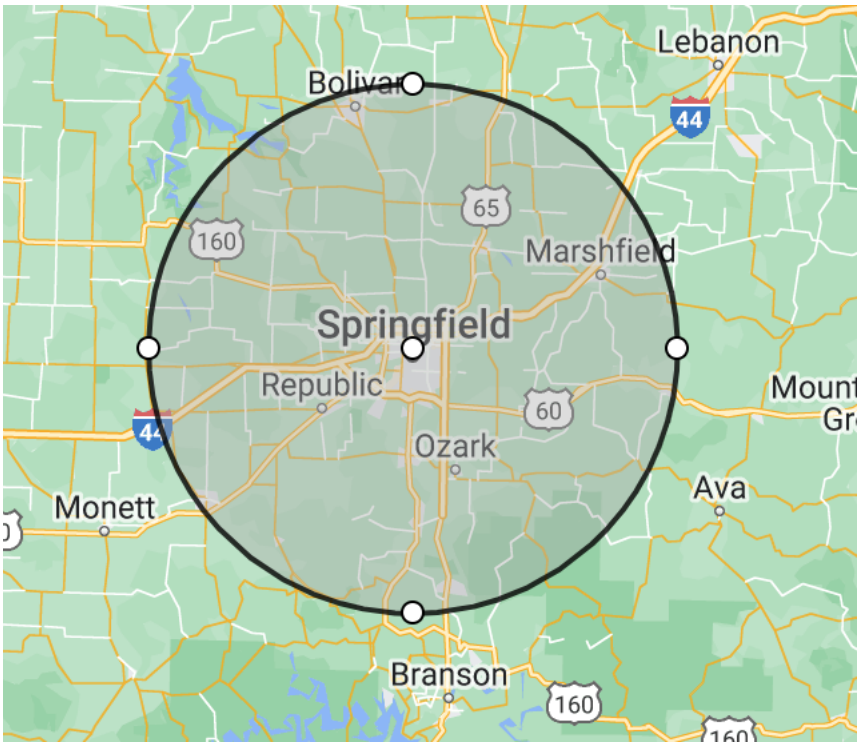
[*Attached*]

[1] The USL will provide this to Springfield under separate cover.

Exhibit B

Protected Territory

The Protected Territory consists of the geographic area within the 30-mile radius around Springfield City Hall located at 840 N Boonville Ave, Springfield, Missouri 65802 (as highlighted on the map below).



COST-SHARE AGREEMENT

This **COST-SHARE AGREEMENT** ("**Agreement**") is entered into this _____ day of _____, 2021, between the **CITY OF SPRINGFIELD, MISSOURI** (the "**City**") and **UNITED SOCCER LEAGUES, LLC** (the "**USL**") (collectively, the "Parties").

RECITALS

WHEREAS, the City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the USL is a Florida limited liability company operating pre-professional and professional soccer organizations throughout the United States; and

WHEREAS, the City and USL have engaged in preliminary discussions regarding a potential collaboration to establish professional soccer in Springfield and, in connection therewith, undertake a real estate development project that would result in a multi-purpose sports and entertainment district in Springfield, anchored by a soccer-specific stadium (the "**Stadium**"); and

WHEREAS, the City-owned property at 1109 E. Trafficway St. (the "**Subject Property**") has been identified as the primary location for such Stadium in Springfield; and

WHEREAS, the Parties have signed a Letter of Intent, which is attached hereto and incorporated herein by reference as "Attachment 1"; and

WHEREAS, in furtherance of these objectives, the Parties desire to enter into this Cost-Share Agreement to establish a public-private partnership and cost-sharing arrangement for all costs associated with feasibility and pre-development studies.

NOW THEREFORE, the Parties hereby agree as follows:

1. All feasibility and pre-development studies and associated costs, the scope of which is defined in "Attachment 2," attached hereto and incorporated herein, shall be agreed to in advance and in writing by both Parties.

2. The USL shall engage with, and be the primary point of contact for, all third-party entities needed to conduct all agreed-upon feasibility and pre-development studies at and around the Subject Property, and shall pay all associated costs upfront.

3. The USL shall submit to the City for reimbursement of all such costs at a rate of up to fifty percent (50%).

4. The City shall reimburse USL for all agreed-upon costs at a rate of up to fifty percent (50%) within thirty (30) days of submission.

5. The City's initial contribution to such feasibility and pre-development studies shall not exceed a maximum of seventy-five thousand dollars ($75,000.00) unless additional funding is approved by the City of Springfield's legislative body.

6. The City shall be entitled to a copy of any and all items and information produced as a result of this Agreement, regardless of outcome.

7. **Unfeasibility.** Should the USL determine that the Subject Property is unfeasible for the Stadium, the Parties shall be released from any obligations hereunder.

8. **Modifications.** This Agreement may not be modified, amended, changed, or terminated except as otherwise provided herein, in whole or in part, other than by an agreement in writing, duly authorized and executed by both Parties.

9. **Termination.** This Agreement shall terminate at the time a feasibility determination is made or twenty-four (24) months from the date of execution, which is earlier.

10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri. Further, the Parties hereby agree that, should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

11. **Enforcement.** The Parties acknowledge and agree that this Agreement may be enforced in law or equity by a decree of specific performance in those instances where damages or other equitable relief is unavailable, as well as by damages or other legal and equitable relief as may be available to either Party subject to the provisions of the laws of the State of Missouri.

12. **Notice.** Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (a) hand delivered with reasonable evidence of receipt; or (b) one business day after pickup by United Parcel Service (Overnight) or Federal Express, or another similar reputable overnight express service; or (c) sent by registered or certified mail, postage prepaid, return receipt requested; or (d) transmitted by e-mail, in any case addressed to the parties at their respective addressed set forth in this Agreement, or to other such address as either party may from time to time specify in writing to the other party. An email notice shall be deemed delivered and received same

day if delivered or transmitted before 5:00pm Central Time on a business day.

13. <u>Miscellaneous.</u>

a. The Parties to this Agreement represent that each has the authority to enter into and perform its obligations under this Agreement and that the person signing on each Party's behalf has the authority to do so.

b. The recitals are hereby incorporated into this Agreement.

c. This Agreement may be signed in counterparts and each counterpart will be considered an original. This Agreement may be executed by facsimile or electronic signature.

(Signatures appear on next page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first listed above intending to be legally bound hereby.

CITY OF SPRINGFIELD

By:_____

Name:_____

Title:_____

UNITED SOCCER LEAGUES, LLC

By:_____

Name:_____

Title:_____

Certificate of Director of Finance

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it has to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Director of Finance

Approved as to Form:_____

City Attorney or Designee

ATTACHMENT 2

Reimbursable Costs

a. Site Feasibility and Market Analysis
b. Land Surveying and Geotechnical Studies
c. Conceptual Design and Cost Estimation
d. Legal and Zoning Review
e. Traffic and Utility Infrastructure Assessment
f. Financial Feasibility Modeling and Tax Incentives
g. Community Engagement and Public Outreach
h. Entitlement and Permitting
i. Risk and Financial Structure Planning
j. Any other cost determined to be necessary by both Parties to determine the suitability of the Subject Property and surrounding area for the Stadium and associated anticipated development

[DATE]

[NAME]
[ADDRESS]

Dear [NAME]:

As you are aware, United Soccer Leagues, LLC (the "**USL**") and the City of Springfield, Missouri ("**Springfield**", and together with the USL, collectively, the "**Parties**") have engaged in preliminary discussions regarding a potential collaboration to establish professional soccer in Springfield and, in connection therewith, undertake a real estate development project that would result in a multi-purpose sports and entertainment district in Springfield anchored by the Stadium (as defined below) (collectively, the "**Proposed Transaction**"). The Parties previously entered into that certain Letter of Intent dated December 16, 2024 (the "**Original Letter Agreement**") and that certain Cost-Share Agreement, attached hereto as **Exhibit C** (the "**CS Agreement**"), both of which provided a brief summary of the principal terms and conditions of the proposed business deal between the Parties. The Parties hereby desire to terminate the CS Agreement, as evidenced by that certain Termination of Cost-Share Agreement, attached hereto as **Exhibit D,** and executed contemporaneously herewith. Further the Parties desire to amend and restate the Original Letter Agreement.

This amended letter agreement (the "**Amended Letter Agreement**") supersedes and replaces the Original Letter Agreement in its entirety, and, as of the date of this Amended Letter Agreement, the Original Letter Agreement is hereby amended, restated, and replaced in its entirety by this Amended Letter Agreement. For clarification purposes, this Amended Letter Agreement extends the Exclusivity Period through December 31, 2027, and provides for two (2) extensions of such, and eliminates the cost-share arrangement. Further the Parties acknowledge and agree that Springfield shall be responsible, at its sole cost and expense, for conducting any remaining feasibility and pre-development studies, up to a maximum of $75,000. The Parties agree to continue to engage in good faith discussions regarding a public-private partnership in an effort to enter into the Definitive Agreements (as defined below) and consummate the Proposed Transaction.

Quarry Site

USL shall have the right of first refusal to elect to have its designee serve with Springfield as "Master Developer" for the Proposed Transaction; *provided*, however, that the Parties will work in good faith to ensure that the Proposed Transaction remains in compliance with applicable local and state regulation. The real estate development portion of the Proposed Transaction may incorporate various asset classes including, but not limited to, multifamily, retail/restaurants, education, medical, cultural, transit, greenspace, hotel and/or entertainment. The Parties acknowledge and agree that the city-owned site located at 1109 E. Trafficway Street, Springfield, Missouri (the "**Quarry Site**") will serve as the primary location for the Stadium and the broader development resulting from the Proposed Transaction, with potential for related development in the surrounding area; *provided*, however, that the use of such site for the Proposed Transaction will be subject to certain diligence results and findings provided by a third party [Geotech] firm previously engaged by the USL to assess the feasibility of the

site for such purpose. For clarity, prior to execution of this Amended Letter Agreement, the Parties agreed to split the cost 50/50 related to any such work that they agreed upon in advance in writing and worked in good faith to review the feasibility assessment and make a final determination as to whether or not to proceed with the Proposed Transaction on the Quarry Site, pursuant to the CS Agreement.. As of the date of this Amended Letter Agreement, Springfield shall assume the role of primary point of contact for all third-party entities conducting feasibility and pre-development studies, and all related fees and expenses incurred shall be borne by Springfield at its sole cost and expense.

Stadium; USL Teams

As part of the Proposed Transaction, the Parties will continue to work together in good faith towards the development of a soccer-specific stadium (the "**Stadium**"), which shall (i) have a minimum seating capacity of [5,000], with ability to expand to at least [10,000] seats, (ii) meet the then-current USL stadium requirements (the requirements in effect as of the date hereof are generally outlined in **Exhibit A**), (iii) serve as the home stadium for each of a (x) men's professional soccer team (the "**Men's Team**"), and (y) women's professional soccer team (the "**Women's Team**" and together with the Men's Team, the "**Teams**"). The Parties intend for the Men's Team to compete in the second tier of the USL men's professional competition structure, in a league currently known as USL League One, and for Women's Team to compete in a league within the USL women's ecosystem, in its sole discretion. For clarity, upon consummation of the Proposed Transaction, the USL (or its designee) will have the right to serve as both "anchor tenant" of the Stadium, and the right of first refusal to serve as Stadium operator/manager (in each case the USL (or its designee) will be permitted to assign its rights under certain terms).

Missouri State

During the time period within which the Quarry Site is being assessed, remediated, and/or developed as part of the Proposed Transaction, Springfield will use its best efforts to cause Missouri State University to enter into a stadium lease/use agreement with the USL(or its designee) to permit the Teams to play their home games at Robert W. Plaster Stadium, commencing with the USL League One season first occurring with a Springfield team and continuing thereafter until the Proposed Transaction is completed.

Definitive Agreements

The terms set forth herein are not intended to set forth a complete summary of all deal terms, and shall be superseded by the execution of the definitive agreements among the Parties that are required to complete the transactions contemplated in this Amended Letter Agreement (collectively, the "**Definitive Agreements**"); *provided*, however, that, for clarity, the Parties acknowledge and agree that during the time period from the date hereof through the earlier of (a) execution of the Definitive Agreements, and (b) expiration of the Exclusivity Period (as defined below), including any extensions thereof (as set forth below), each Party's obligations set forth in this Amended Letter Agreement related to the exclusive arrangement contemplated hereunder, including but not limited to, the obligation for each Party to exclusively discuss and negotiate in good faith with the other Party as it relates to the Proposed Transaction during the Exclusivity Period, shall be binding obligations.

Exclusivity; Protected Territory

From the date hereof through December 31, 2027 (such period of time, the "**Exclusivity Period**"), USL and Springfield shall continue to engage in good faith discussion and negotiation, on an exclusive basis, with respect to the Proposed Transaction (or any alternative transaction substantially similar to the Proposed Transaction), and will exclusively negotiate in good faith the terms thereof as will be set forth in the Definitive Agreements. The Parties acknowledge and agree that if the Definitive Agreements have not been finalized and executed by the initial expiration date of the Exclusivity Period (as set forth above), unless they otherwise mutually agree in writing, the Exclusivity Period will automatically be extended for up two (2) consecutive six-month periods (through December 31, 2028); *provided*, however, either Party may terminate this Amended Letter Agreement upon a material breach by the other Party that remains uncured for five (5) days after receipt of notice thereof.

During the Exclusivity Period, USL shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly, solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any other proposals from third parties that may constitute, or could reasonably be expected to lead to, an alternative transaction for construction of a stadium where men's and women's professional soccer teams participating in the same USL-owned and operated leagues as the Teams would play their home games, at any other location within the defined territory outlined in **Exhibit B** (the "**Protected Territory**") (collectively, an "**Alternative USL Transaction**"). Further, during the Exclusivity Period, the USL shall make good faith efforts to identify and negotiate with prospective USL teams, investors, and/or other relevant stakeholders interested in participating in the Proposed Transaction. The USL will work in good faith with Springfield to determine the details with respect to the use and programming of the Stadium.

During the Exclusivity Period, Springfield shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly: (i) solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any proposal from a person or organization, or group of persons, other than USL, its affiliates, and prospective USL teams and/or investors identified by USL that may constitute, or could reasonably be expected to lead to an alternative transaction related to the construction or operation of a stadium where professional soccer teams (men's and women's) other than the Teams (or other teams participating in USL-owned and operated leagues) would play their home games, at any other location within Springfield, Missouri (an "**Alternative City Transaction**"); (ii) enter into or participate in any discussions or negotiations with any person or group of persons other than USL, its affiliates, and prospective USL teams and/or investors identified by USL regarding an Alternative City Transaction, (iii) furnish any information related to the USL or any of its subsidiaries, assets or businesses, or afford access to the assets, business, properties, books, or records of the USL or any of its subsidiaries to any person or group of persons other than the USL or its subsidiaries, in all cases for the purpose of assisting with or facilitating an Alternative City Transaction; or (iv) enter into an Alternative City Transaction or any agreement, arrangement, or understanding, including, without limitation, any letter of intent, term sheet, or other similar document, relating to an Alternative City Transaction. As of the date hereof and continuing throughout the Exclusivity Period (as the same may be extended as set forth herein), Springfield shall, and shall cause its Representatives to, affirmatively terminate in writing any and all existing discussions or negotiations with any third party regarding an Alternative City Transaction.

As used herein, the term "**Representatives**" means a Party's members, shareholders, affiliates,

directors, officers, employees, agents, investment bankers, attorneys, accountants, consultants, advisors and other representatives.

Subject to the previous 50/50 split of all costs related to the feasibility assessment of the Quarry Site as set forth above, and the subsequent termination thereof, the Parties acknowledge and agree that, during the remainder of the Exclusivity Period, Springfield will be responsible for arranging any and all commercially reasonable pre-development studies and paying, at Springfield's sole cost and expense, all associated costs related to the Proposed Transaction that Springfield determines are necessary (including but not limited to site surveys, additional feasibility studies, financial projections, lobbyist or consultant fees, necessary architect fees and necessary engineering fees), up to a total investment by the City of Springfield of $75,000, including all amounts previously reimbursed to the USL under the Cost-Share Agreement. Neither Party shall have any obligation to pay, reimburse, or otherwise fund any study costs in excess of $75,000 unless the Parties otherwise agree in writing. Both Parties further agree that each Party shall receive a copy of all feasibility and pre-development studies and reports from any such task undertaken as a result of this Amended Letter Agreement.

Miscellaneous Items

The Parties acknowledge and agree that a material breach of this Amended Letter Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, either Party may seek equitable relief in the event of any breach or threatened breach of this Letter Agreement, including injunctive relief against any breach thereof and specific performance of any provision thereof, in addition to any other remedy to which the either Party may be entitled.

The Parties acknowledge and agree that the execution and delivery of this Amended Letter Agreement does not create a binding obligation on the part of either Party to consummate the Proposed Transaction, and that this Amended Letter Agreement is an expression of the Parties' interests in continuing discussions regarding the Proposed Transaction in accordance with the terms and conditions set forth herein, in a good faith effort to enter into the Definitive Agreements.

This Amended Letter Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

This Amended Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

If this Amended Letter Agreement accurately sets forth your understanding of the subject matter contained herein, kindly execute the enclosed copy of this Amended Letter Agreement and return it to the undersigned.

[Signatures follow]

Very truly yours,

United Soccer Leagues, LLC

By:_____
Name: Paul McDonough
Title: Chief Executive Officer

Date: _____

ACKNOWLEDGED AND AGREED:

City of Springfield, Missouri

By:_____
Name:
Title:

Date: _____

Exhibit A

USL Stadium Requirements[1]

[*Attached*]

[1] The USL will provide this to Springfield under separate cover.

Exhibit B

Protected Territory

The Protected Territory consists of the geographic area within the 30-mile radius around Springfield City Hall located at 840 N Boonville Ave, Springfield, Missouri 65802 (as highlighted on the map below).

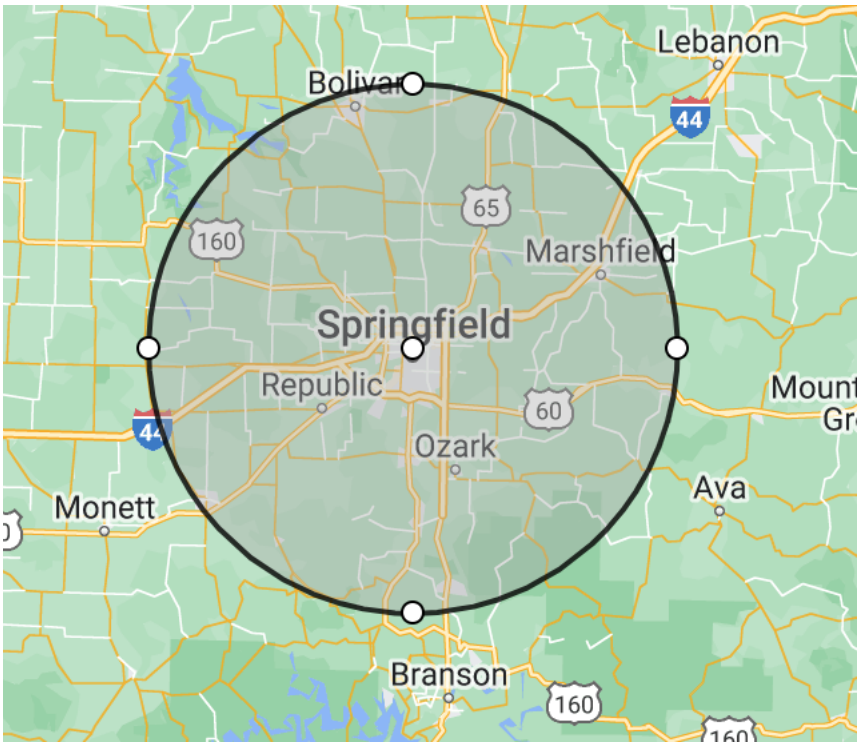


Exhibit C

Cost-Share Agreement

[*Attached*]

Exhibit D

Termination of Cost-Share Agreement

[*Attached*]

Exhibit C

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) ATTORNEY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE SEE DATE OF EXECUTION	TERMINATION DATE	ADDENDUM **# 1** TO CONTRACT **# 2025-0040**	

CITY	CONTRACTOR
City of Springfield **840 Boonville, P.O. Box 8368** **Springfield, MO 65802** **Phone: 417-864-1037 Fax: 417-864-1030** **Attn: Amanda Ohlensehlen, Economic Vitality Director**	**United Soccer Leagues, LLC** **1715 N. Westshore Blvd., Suite 825** **Tampa, FL 33607** **Phone: (813) 963-3909**

Termination of Cost-Share Agreement

This termination of Cost-Share Agreement (the "Agreement") is entered into as of this _____ day of _____, 2026 by and between CITY and CONTRACTOR. CITY and CONTRACTOR are each referred to herein as a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into that certain Cost-Share Agreement dated February 19, 2025, by and between the Parties (the "Contract"); and

WHEREAS, the Parties desire to terminate the Contract on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1. That the Contract shall be terminated as of the date of execution entered above (the "Termination Date"), and, as of the Termination Date, all rights, duties, obligations, liabilities and responsibilities of the of the Parties pursuant to or relating to the Contract shall automatically cease and be of no further force or effect, except for any provisions that expressly survive termination pursuant to the terms of the Contract.

2. Each Party acknowledges and agrees that no payments or other consideration are owed by either Party to the other under the Contract, and that neither Party has any outstanding claims for payment arising out of or related to the Contract.

3. This Agreement constitutes the entire agreement of the Parties with respect to the termination of the Contract and supersedes all prior discussions relating thereto. This Agreement may be executed in counterparts, may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year herein stated.

APPROVED AS TO FORM

_____
City Attorney or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

United Soccer Leagues, LLC

By: _____
Paul McDonough, Chief Executive Officer
Title: _____

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-166 (CARROLL)

FILED: 07/16/2026

ORIGINATING DEPARTMENT: Fire

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a revised Intergovernmental Agreement with Ozarks Technical Community College (“OTC”) for the purpose of providing cooperative training between the Fire Department and OTC.

PURPOSE: To provide for the approval and adoption of a renewal of an established Intergovernmental Agreement of Training Partnership between Community College District of Central Southwest Missouri, a/k/a Ozarks Technical Community College ("OTC") and the City of Springfield Fire Department ("SFD").

BACKGROUND INFORMATION: In August of 2012, SFD and OTC entered into an Intergovernmental Agreement ("IGA") for the purposes of providing shared training facilities and cooperative training between the two entities. Since that time, the OTC Fire Science Technology ("FST") program has occupied classroom space at Fire Station 6. The intent of the original agreement planned for the movement of the practical training component of the program to SFD Training Center.

In 2019, SFD and OTC leadership worked cooperatively to review and modify the IGA to allow for the movement of the FST program to the Regional Police and Fire Training Center, and to agree upon mutually beneficial terms for the future.

Remarks: This is a renewal of an existing agreement, without modification.

Submitted By: David Pennington, Fire Chief

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 07/21/2026

Attachments:
1. IGA SFD-OTC_ord
2. Exh A- 2021-Final Agreement City of Springfield Fire-OTC-Rob Executed

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-166 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a revised Intergovernmental Agreement with Ozarks Technical Community College ("OTC") for the purpose of providing cooperative training between the Fire Department and OTC.

_____

WHEREAS, the Springfield Fire Department ("SFD") and Ozarks Technical Community College ("OTC") have a long tradition of providing firefighter training in the Springfield area; and

WHEREAS, in 2012 the City of Springfield entered into an Intergovernmental Agreement with OTC for the purpose of providing shared facilities and cooperative training between SFD and OTC; and

WHEREAS, in 2019, the City of Springfield and OTC entered into an agreement which continued the relationship established in 2012, and relocated the practical training component of the OTC Fire Science Technology program to the Regional Police and Fire Training Center; and

WHEREAS, SFD and OTC further desire to renew the existing Intergovernmental Agreement to ensure continued cooperation into the future.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an Intergovernmental Agreement with Ozarks Technical Community College ("OTC") for the purpose of providing shared facilities and cooperative training between Springfield Fire Department ("SFD") and OTC, said Agreement to be substantially in the same form and content as that document attached hereto and incorporated by reference as "Exhibit A." The City Manager, or designee, is further authorized, upon the execution and approval of the agreement by all parties thereto, to perform, or direct to be performed, all of the duties and obligations under the Agreement.

Section 2 – This ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Deputy City Attorney

Approved for Council action: _____, City Manager

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INTERGOVERNMENTAL AGREEMENT OF TRAINING PARTNERSHIP

Between

City of Springfield/Springfield Fire Department

And

Community College District of Central Southwest Missouri aka Ozarks Technical Community College

PURPOSE

This document is used to outline the partnership responsibilities of each entity involved and facilitate ease of operation in relation to the Ozarks Technical Community College (OTC) Fire Science Technology Program (FST), or the City of Springfield Fire Department (SFD).

BACKGROUND

On August 27, 2012, the SFD and OTC entered into an intergovernmental agreement for the purpose of providing shared training facilities and cooperative training between the two entities. Since that time, OTC has held a portion of their Fire Science Technology classes at SFD's Fire Station 6. The intent of the original agreement planned for the practical training component of the program to also move to the SFD training center.

New employees of the SFD attend a twenty-four-week Fire Academy consisting of numerous job-related courses, certifications and licensure. The core of the academy is the State of Missouri IFSAC Firefighter I and II certification. As part of the FST degree program at OTC, one of the core components of degree completion are the Firefighter I and II courses. Both entities currently fully and independently instruct, fund, and oversee their own Firefighter I and II programs. Other like training takes place daily in which numerous similar pieces of equipment bought and maintained by each entity are utilized.

In order to more efficiently work within our budgets, remove duplication of many purchasing efforts, and make effective use of limited space, OTC has previously moved a portion of the FST program to Fire Station 6, located at 2620 West Battlefield, and has moved components of the practical training programs from the Battlefield Fire Protection District to the Springfield Regional Police and Fire Training Center (SRPFTC), allowing for the use of the situational training room, training grounds, the training annex building, warehouse storage, and most recently, the newly completed drill tower.

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AGREEMENT

The City of Springfield, Missouri/Springfield Fire Department and Ozarks Technical Community College hereby covenant and agree as follows:

1. This agreement replaces and supersedes the Intergovernmental Agreement of Training Partnership dated January 27, 2021. Upon ratification of this agreement, that agreement is terminated.

2. This agreement grants OTC the permission to conduct seated classroom courses and practical training associated with the FST program courses at the SRPFTC complex.

3. Each party waives all claims against each other for damages and compensation for any loss, damage, personal injury, death, or any other matter occurring because of performance of this agreement.

4. No agency shall have liability for the failure of equipment supplied by the other.

5. Neither entity is responsible for providing insurance coverage for the other, regardless of location of activity.

6. Damage to Property, Risk of Loss and Liability.

(a) Each Party agrees to pay for any damage to the premises caused by its employees, students, invitees, and guests; ordinary wear and tear excepted.

(b) Except as provided in 6(a), if the premises are damages or destroyed by fire or other casualty so as to render the premises unavailable for use by the parties, the City shall not be obligated to repair or restore the premises in the event of such damage.

(c) Except as provided in 6(d), OTC retains the risk of loss of any equipment, props, training materials, or other property owned by OTC and use or stored on City Property, except due to willful misconduct by the City/SFD..

(d) Each party agrees to pay for damage caused by its employees, students, invitees and guests to any equipment, props, or other training materials provided by the other party for joint training use under this Agreement

(e) Liability: The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. OTC hereby agrees to assume responsibility for the liabilities imposed by law on this employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official, or governmental immunity applicable to either party, its board or council members, officers, or employees.

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7. Consumable costs associated with education or training activities are the responsibility of the entity hosting training.

8. The primary point of contact between the FST and the SFD is designated as the FST Program Director and the SFD Assistant Fire Chief of Support Services.

9. The FST Program Director and SFD Assistant Fire Chief of Support Services will meet at least quarterly, or more frequently as needed, for the purposes of inter-agency coordination.

10. The SFD agrees to provide at least one dedicated classroom for use by the OTC FST program, Monday through Friday, between the hours of 08:00 and 22:00. Office space for instructor use will be provided adjacent to the classroom(s) in room A122. This space remains a part of the City of Springfield Continuity of Operations Plan (COOP), and may be used by the City without advanced notification upon activation of the COOP.

11. OTC agrees to clean and maintain the classrooms designated for the FST program consistent with the expectations of the SFD. OTC has permission to utilize the waste containers and dumpster for disposal of allowable trash items.

12. Upon ratification of this agreement, OTC agrees to provide compensation to the SFD in the amount of five-thousand ($5,000) dollars on an annual basis, payable within thirty-days (30) of the beginning of each fiscal year. Compensation for 2021 shall be paid within 30 days of ratification of this agreement.

13. OTC agrees to waive all facility fees for sworn SFD members attending FST courses (only).

14. SFD agrees to provide OTC with access to: designated classrooms, the situational training room, training annex building, drill tower, and training grounds in support of the FST program. Use of the situational training room, training annex, drill tower and training ground shall be coordinated with the SFD Safety and Training Division. If OTC requires additional classroom space, OTC will schedule room use with the Assistant Fire Chief of Support Services.

15. Classroom upgrades completed at SFD Fire Station 6 / Springfield Police Department-South District Station provided by OTC will remain in place should termination of this agreement take place.

16. OTC agrees to provide and maintain a heavy-duty extractor at the SFD Training Annex for cleaning of firefighting personal protective equipment for use by the SFD and OTC.

17. Space and utility infrastructure will be provided within the SFD Training Annex for the addition of a breathing air cascade system provided by OTC, and for shared use by trained SFD and OTC personnel. The specifications and performance requirements of the breathing air cascade system shall be agreed upon by both parties. OTC shall be responsible for general

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maintenance and repair of the breathing air cascade system. Air quality testing and need for sustainment beyond general maintenance shall be the responsibility of the SFD.

18. SFD agrees to provide a mutually agreed upon parking space for the fire engine owned by OTC.

19. OTC agrees to provide no-cost professional equivalency credit for applicable IFSAC certifications for sworn SFD personnel.

20. OTC agrees to coordinate with SFD on annual enhancement or sustainment using the state enhancement grant, 50/50 funding match, or other sources for capital equipment needs for the SRPFTC consistent with the needs identified in the SFD Training Center Master Plan, as well as the OTC/FST Strategic Plan.

21. Equipment may be shared between agencies if available through normal scheduling procedures. This may include training props and miscellaneous equipment.

22. Any resource available to either entity may be available for use by the other through proper scheduling.

23. SFD agrees to provide OTC with a storage building at the training annex for storage of equipment. Provision for use and storage of training props and/or equipment within the training annex warehouse may occur through coordination with the SFD. OTC agrees to provide necessary storage racks for equipment storage and agrees to maintain all props and equipment.

24. The City of Springfield is responsible for the maintenance, cleanliness, and readiness of any SFD equipment or facility being used.

24. OTC is responsible for the maintenance, sustainment, and operational readiness of information technology, to include cabling, computers, and projectors, utilized in the classrooms.

25. While on the SRPFTC grounds, the rules and regulations of the City of Springfield and the SFD are to be followed by all OTC instructors, staff and students. Copies of applicable documents will be available upon requested.

26. SFD personnel interacting with OTC students will abide by OTC policies governing proper conduct when working with or around the OTC students, in particular, those students considered minors under the law. Copies of applicable documents are available upon request.

27. Both parties agree to follow the current National Fire Protection Association (NFPA) requirement and other nationally recognized standards when using props, equipment, and facilities provided under this Agreement.

28. This agreement in no way binds each party from entering into other contracts for service or partnership.

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29. All invoicing, billing, and payments required for outside evaluators for certification testing is the responsibility of the agency hosting training.

30. This agreement shall be valid from the date it is signed by the parties until June 30, 2026. Upon the end of the term, any needed revisions may be considered prior to renewal of the agreement. Either party wishing to terminate the agreement may do so with 30 days notice at the end of the agreement period.

31. This agreement may be terminated by either party for any or no cause at any time during the Initial Term or any Renewal term by providing at least ninety (90) days written notice to Lessor or Lessee. If notice to terminate is given by SFD, OTC shall be entitled to continue to occupy the premises and continue operations thereon until the conclusion of the academic year ending June 30th.

Agreed upon by:

Community College District of Central Southwest Missouri aka Ozarks Technical Community College:

DocuSigned by:
Rob Rector
582A1BF572C44BF...

Vice Chancellor for Administrative Services

Date: 8/9/2021

City of Springfield:

City Manager

Date: