



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Phyllis Ferguson, Zone 1
Abe McGull, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Jan Fisk, General A
Craig Hosmer, General B
Andrew Lear, General C
Richard Ollis, General D

Upcoming Council Meeting Agenda October 7, 2019 6:30 p.m.

**Speakers must sign up with the City Clerk to speak to an issue on the agenda.
Speakers are to limit their remarks to three to five minutes.**

Note: Sponsorship does not denote Council member approval or support.

- 1. ROLL CALL.**
- 2. APPROVAL OF MINUTES. September 9, 2019 And September 23, 2019 City Council Meetings And September 17, 2019 And September 24, 2019 Special City Council Meetings.**
- 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 MEETINGS.**
- 6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**
- 7. Council Bill 2019-219. (McGull)**

A special ordinance declaring the necessity of condemning construction and permanent easements over, under, and through the following properties generally located near 340 South

Patterson Avenue and west of East Horning Street, south of Elmwood Avenue in the City of Springfield, Missouri; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Beechwood Heights Storm Water Project-Phase I: East Walnut Street Project #2015PW0091WTE funded through the ¼-Cent Capital Improvement Sales Tax.

Documents:

[2019-219.PDF](#)

8. Council Bill 2019-220. (Lear)

A special ordinance authorizing a budget adjustment amending the Fiscal Year 2019-2020 budget of the Department of Environmental Services Solid Waste Management Enterprise Fund in the amount of \$1,850,000 by appropriating fund balance reserves of said fund for the purpose of purchasing and refurbishing several pieces of heavy equipment at the Springfield Noble Hill Sanitary Landfill.

Documents:

[2019-220.PDF](#)

9. Council Bill 2019-221. (Ollis)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' by repealing in its entirety Section 2-8 'Disclosure of certain transactions.'

Documents:

[2019-221.PDF](#)

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

11. Council Bill 2019-223. (Schilling)

A resolution granting a Short-Term Rental Type 2 Permit for the property located at 601 South Main Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

Documents:

[2019-223.PDF](#)

12. Council Bill 2019-224. (Schilling)

A resolution initiating amendments to the Springfield Land Development Code, Article III, 'Zoning Regulations,' for the purpose of allowing manicurists and estheticians as home occupations.

Documents:

[2019-224.PDF](#)

13. Council Bill 2019-225. (McClure)

A resolution confirming the appointment of Kenneth Thompson as Hearing Examiner for certain matters pursuant to Section 2-60(o)(1) of the Code of the City of Springfield; and referring certain matters to the said Hearing Examiner.

Documents:

[2019-225.PDF](#)

14. **EMERGENCY BILLS. Citizens May Speak. Be Voted On.**

15. **Council Bill 2019-226. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Vernon County, Missouri, for use of the Vernon County Jail for housing prisoners sentenced to incarceration by the Springfield Municipal Court; and declaring an emergency.

Documents:

[2019-226.PDF](#)

16. **PUBLIC IMPROVEMENTS.**

17. **GRANTS. Citizens May Speak. May Be Voted On.**

18. **Council Bill 2019-227. (Lear)**

A special ordinance authorizing the City Manager, or his designee, to apply for and accept a grant in the amount of \$175,637.50 from the Missouri Department of Natural Resources to support construction of a Stormwater Improvement Project on Fassnacht Creek at the Springfield Art Museum; and to amend the budget of the Department of Public Works for Fiscal Year 2019-2020 in that amount upon award of the grant; and declaring that this Ordinance qualifies as a one-reading bill.

Documents:

[2019-227.PDF](#)

19. **Council Bill 2019-234. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to accept funding from the Missouri Department of Social Services in the amount of \$484,000.00 for the SkillUp Program to provide assistance with job skills and trainings to individuals receiving Supplemental Nutrition Assistance Program Benefits; and amending the budget for the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of \$484,000.00; and declaring that this Ordinance qualifies as a one-reading bill.

Documents:

[2019-234.PDF](#)

20. **AMENDED BILLS.**

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

22. **Council Bill 2019-228. (McGull)**

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 2.2 acres of property, generally located at 852 and 906 South National Avenue and 1224 and 1234 East Page Street, from R-HD, High-Density Multifamily Residential District and R-SF, Single-Family Residential District within Urban Conservation District No. 2, Areas A and D, to Planned Development No. 372; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.) (By: Board of Missouri General Baptist Association and Wenping Qui Etal; 852 & 906 South National Avenue and 1224 & 1234 E. Page Street; Planned Development No. 372.)

Documents:

23. Council Bill 2019-229. (Ferguson)

A special ordinance approving a Petition to Re-establish the Kansas and Kearney Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City, the District, and the Kansas & Kearney Intersection Center, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the creation of the District. (Staff recommends approval.)

Documents:

[2019-229.PDF](#)

24. Council Bill 2019-230. (Ferguson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3 acres of property, generally located at 833, 911, and 921 East Division Street, the 1500 Block of North Sherman Avenue, and 824 and 826 East Locust Street from R-SF, Single-Family Residential, R-TH, Residential Townhouse, and LB, Limited Business to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Springfield Public Schools; 833, 911 & 921 East Division Street, 1500 Block of North Sherman Avenue & 824, 826 East Locust Street; Z-20-2019.)

Documents:

[2019-230.PDF](#)

25. Council Bill 2019-231. (Simpson)

A special ordinance granting Conditional Use Permit No. 439 for the purpose of reducing the front yard setback for structures built within the R-LD, Low-density Multifamily Residential District, generally located at 2675 South Jefferson Avenue. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2019-231.PDF](#)

26. FIRST READING BILLS. Citizens May Speak. Not Anticipated To Be Voted On.

27. Council Bill 2019-232. (Ollis)

A special ordinance authorizing the City of Springfield, Missouri, to enter into a Master Equipment Lease Purchase Agreement and related Schedule or Schedules of Equipment, the proceeds of which will be used to pay the costs of acquiring equipment for the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2019-2020 in the amount of \$517,250.

Documents:

[2019-232.PDF](#)

28. Council Bill 2019-233. (Ollis)

A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding four new job titles to the Crafts, Trades and Labor salary schedule and two new job titles to the Professional, Administrative and Technical salary schedules and adding one additional full time equivalent position for the new job title of Airport Custodian; and amending the Fiscal Year 2019-2020 budget of the Airport Board, to

adjust the authorized employee positions.

Documents:

[2019-233.PDF](#)

29. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

30. **NEW BUSINESS.**

Refer to the Community Involvement Committee the issue of alternative to incarceration and community work service assignments.

As per RSMo. 109.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

31. **UNFINISHED BUSINESS.**

32. **MISCELLANEOUS.**

33. **CONSENT AGENDA – FIRST READING BILLS.**

34. **CONSENT AGENDA – ONE READING BILLS. See Item #3.**

35. **Council Bill 2019-235. (Lear)**

A resolution granting a new liquor license to sell retail liquor by the drink to Hotel Vandivort Operator LLC, d/b/a Hotel Vandivort, for their location at 260 East McDaniel Street, such license to include a 3,500 square foot rooftop patio.

Documents:

[2019-235.PDF](#)

36. **CONSENT AGENDA – SECOND READING BILLS. See Item #3.**

37. **Council Bill 2019-222. (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission granting temporary access to City rights-of-way to allow the State to make improvements to the Scenic Avenue Bridge over James River Freeway and define responsibilities for construction and maintenance.

Documents:

[2019-222.PDF](#)

38. **END OF CONSENT AGENDA.**

39. **ADJOURN.**

Persons addressing City Council are asked to step to the microphone and clearly state their name and address before speaking.

All meetings are recorded.

In accordance with ADA guidelines, if you need special accommodations when attending any City meeting, please notify the City Clerk's Office at 864 -1443 at least 3 days prior to the scheduled meeting.

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed 09-17-19

Sponsored by McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2019- 219

SPECIAL ORDINANCE _____

AN ORDINANCE

DECLARING the necessity of condemning construction and permanent easements over, under, and through the following properties generally located near 340 South Patterson Avenue and west of East Horning Street, south of Elmwood Avenue in the City of Springfield, Missouri; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Beechwood Heights Storm Water Project-Phase I: East Walnut Street Project #2015PW0091WTE funded through the ¼-Cent Capital Improvement Sales Tax.

WHEREAS, Public Works is attempting to alleviate storm water issues in the Beechwood Heights subdivision by installation of curbs and gutters, underground pipe and box culverts, and open grass channel, identified as project #2015PW0091WTE; and

WHEREAS, City staff have successfully negotiated agreements regarding the necessary rights-of-way from seventeen (17) out of nineteen (19) properties within the Project area and now must proceed with condemnation in order to ensure timely completion of the Project.

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

Section 1 – City Council hereby declares it necessary to condemn the following described property, for the purpose of constructing and maintaining storm water improvements including curbs and gutters, underground pipe and box culverts, and open grass channel, including necessary fixtures and appurtenances, for the Beechwood Heights Storm Water Project-Phase I, identified as project #2015PW00091WTE, to-wit:

Owner of Tract 1 is Deck Investments, LLC, a Missouri Limited Liability Corporation.

Tract #1:

PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 319.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°30'23" WEST ALONG SAID WEST LINE A DISTANCE OF 20.42 FEET; THENCE SOUTH 83°19'10" WEST A DISTANCE OF 73.81 FEET; THENCE NORTH 87°54'09" WEST A DISTANCE OF 144.55 FEET; THENCE NORTH 85°49'38" WEST A DISTANCE OF 391.86 FEET; THENCE NORTH 65°53'57" WEST A DISTANCE OF 76.55 FEET; THENCE NORTH 1°30'23" EAST A DISTANCE OF 32.39 FEET; THENCE SOUTH 65°08'27" EAST A DISTANCE OF 79.73 FEET; THENCE SOUTH 87°01'51" EAST A DISTANCE OF 145.46 FEET; THENCE SOUTH 87°45'56" EAST A DISTANCE OF 367.92 FEET; THENCE SOUTH 82°00'21" EAST A DISTANCE OF 93.80 FEET TO THE POINT OF BEGINNING, CONTAINING 24,236 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 300.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°30'23" WEST ALONG SAID LINE A DISTANCE OF 19.79 FEET; THENCE NORTH 82°00'21" WEST A DISTANCE OF 93.80 FEET; THENCE NORTH 87°45'56" WEST A DISTANCE OF 367.92 FEET; THENCE NORTH 87°01'51" WEST A DISTANCE OF 145.46 FEET; THENCE NORTH 65°08'27" WEST A DISTANCE OF 79.73 FEET; THENCE NORTH 1°30'23" EAST A DISTANCE OF 20.10 FEET; THENCE SOUTH 67°03'59" EAST A DISTANCE OF 118.60 FEET; THENCE SOUTH 88°10'35" EAST A DISTANCE OF 413.51 FEET; THENCE SOUTH 86°33'00" EAST A DISTANCE OF 155.88 FEET TO THE POINT OF BEGINNING, CONTAINING 9,462 SQUARE FEET, MORE OR LESS.

ALSO,

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 340.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°30'23" WEST ALONG SAID WEST LINE A DISTANCE OF 14.46 FEET; THENCE SOUTH 84°38'01" WEST A DISTANCE OF 139.85 FEET; THENCE NORTH 85°18'15" WEST A DISTANCE OF 541.96 FEET; THENCE NORTH 1°30'23" EAST A DISTANCE OF 39.63 FEET; THENCE SOUTH 65°53'57" EAST A DISTANCE OF 76.55 FEET;

THENCE SOUTH 85°49'38" EAST A DISTANCE OF 391.86 FEET; THENCE SOUTH 87°54'09" EAST A DISTANCE OF 144.55 FEET; THENCE NORTH 83°19'10" EAST A DISTANCE OF 73.81 FEET TO THE POINT OF BEGINNING, CONTAINING 11,799 SQUARE FEET, MORE OR LESS.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by City of Springfield, whichever shall occur last.

Owner of Tract 2 is Deck Investments, LLC, a Missouri Limited Liability Corporation.

Tract #2

PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 269.34 FEET; THENCE NORTH 88°29'37" WEST A DISTANCE OF 679.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°30'23" WEST A DISTANCE OF 32.39 FEET; THENCE NORTH 60°29'03" WEST A DISTANCE OF 40.07 FEET; THENCE SOUTH 77°41'33" WEST A DISTANCE OF 77.21 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE NORTH 59°35'27" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 51.59 FEET; THENCE NORTH 77°41'33" EAST A DISTANCE OF 73.80 FEET; THENCE NORTH 87°51'34" EAST A DISTANCE OF 44.86 FEET; THENCE SOUTH 69°33'51" EAST A DISTANCE OF 41.32 FEET TO THE POINT OF BEGINNING, CONTAINING 4,327 SQUARE FEET, MORE OR LESS.

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 269.34 FEET; THENCE NORTH 88°29'37" WEST A DISTANCE OF 679.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69°33'51" WEST A DISTANCE OF 41.32 FEET; THENCE SOUTH 87°51'34" WEST A DISTANCE OF 44.86 FEET; THENCE SOUTH 77°41'33" WEST A DISTANCE OF 13.46 FEET; THENCE NORTH 27°18'46" WEST A DISTANCE OF 14.55 FEET; THENCE NORTH 85°31'56" EAST A DISTANCE OF 82.54 FEET; THENCE SOUTH 67°03'59" EAST A DISTANCE OF 23.47 FEET; THENCE SOUTH 1°30'23" WEST A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1,523 SQUARE FEET, MORE OR LESS.

134 ALSO, A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF
135 SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE
136 COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

137 COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF
138 BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT
139 THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH
140 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST
141 ADDITION A DISTANCE OF 301.73 FEET; THENCE NORTH 88°29'37" WEST A DISTANCE
142 OF 679.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°30'23" WEST A
143 DISTANCE OF 39.63 FEET; THENCE NORTH 57°33'53" WEST A DISTANCE OF 92.63 FEET;
144 THENCE NORTH 77°41'33" EAST A DISTANCE OF 45.40 FEET; THENCE SOUTH 60°29'03"
145 EAST A DISTANCE OF 40.07 FEET TO THE POINT OF BEGINNING, CONTAINING 2,181
146 SQUARE FEET, MORE OR LESS.

147
148 Note: The above described temporary construction easement shall terminate one year
149 from the date a notice to proceed is issued by the City of Springfield for construction to
150 begin, or upon the expiration of six months after completion and acceptance of the
151 construction project by City of Springfield, whichever shall occur last.

152
153 Section 2 – City Council hereby finds and declares that the Beechwood Heights
154 Storm Water Project-Phase I, identified as project #2015PW009WTE, serves a
155 legitimate public purpose as it includes needed improvements to the City's stormwater
156 infrastructure.

157
158 Section 3 – The City Attorney, or designee, is hereby authorized to proceed
159 immediately with condemnation proceedings against the above described properties as
160 authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of
161 the City Charter; and the officers of the City are further authorized to exercise any and
162 all powers necessary to carry out the terms of this Ordinance.

163
164 Section 4 – This Ordinance shall be in full force and effect from and after
165 passage.

166
167 Passed at meeting: _____

168
169
170 _____
171 Mayor

172 Attest: _____, City Clerk

173
174 Filed as Ordinance: _____

175
176 Approved as to form: , Assistant City Attorney

177
178
179 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-219

FILED: 09-17-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Declaring the necessity of condemning drainage easements and temporary construction easements over, under, and through the following properties generally located near 340 South Patterson Avenue and west of East Horning Street which lies west of South Elmwood Avenue in the City of Springfield, Missouri; authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Beechwood Heights Storm Water Project - Phase I: East Walnut Street Project #2015PW0091WTE funded through the ¼-Cent Capital Improvement Sales Tax.

BACKGROUND INFORMATION: The easements are necessary for constructing and maintaining storm water drainage improvements for the Beechwood Heights Storm Water Project - Phase I: East Walnut Street Storm Water Improvement Project #2015PW0091WTE. The project is funded through the ¼-Cent Capital Improvement Sales Tax.

This project will provide improvements to reduce flooding in the Beechwood Heights subdivision by installing curb and gutter along portions of East Walnut Street, South Elmwood Avenue, and East Horning Street, installing underground pipe and box culverts within the Beechwood Heights subdivision to carry storm water drainage, and constructing an open grass channel to slow and provide additional storage as the storm water travels westward and under the railroad.

City right-of-way staff have been able to reach agreements regarding the necessary rights-of-way from seventeen (17) out of nineteen (19) properties. This Ordinance allows the Law Department to begin condemnation proceedings regarding the remaining properties shown in "Exhibits A and B."

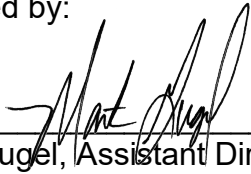
Negotiations are continuing with the remaining property owners to obtain the necessary easements and we are hopeful to reach agreements soon. To keep this project on schedule for a June 2020 bidding, it is necessary to gain this approval now. Should settlements be reached with the remaining property owners, condemnation will not be pursued.

This Council Bill supports the following City Council Priorities:

- Public safety
- Quality of Place
- Fiscal sustainability

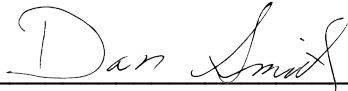
REMARKS: The Public Works Department recommends passage of this Council bill.

Submitted by:



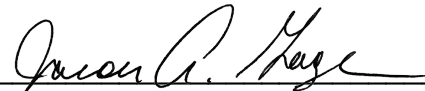
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 319.93 feet to the Point of Beginning; thence continuing South 1°30'23" West along said west line a distance of 20.42 feet; thence South 83°19'10" West a distance of 73.81 feet; thence North 87°54'09" West a distance of 144.55 feet; thence North 85°49'38" West a distance of 391.86 feet; thence North 65°53'57" West a distance of 76.55 feet; thence North 1°30'23" East a distance of 32.39 feet; thence South 65°08'27" East a distance of 79.73 feet; thence South 87°01'51" East a distance of 145.46 feet; thence South 87°45'56" East a distance of 367.92 feet; thence South 82°00'21" East a distance of 93.80 feet to the Point of Beginning, containing 24,236 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:

A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 300.14 feet to the Point of Beginning; thence continuing South 1°30'23" West along said line a distance of 19.79 feet; thence North 82°00'21" West a distance of 93.80 feet; thence North 87°45'56" West a distance of 367.92 feet; thence North 87°01'51" West a distance of 145.46 feet; thence North 65°08'27" West a distance of 79.73 feet; thence North 1°30'23" East a distance of 20.10 feet; thence South 67°03'59" East a distance of 118.60 feet; thence South 88°10'35" East a distance of 413.51 feet; thence South 86°33'00" East a distance of 155.88 feet to the Point of Beginning, containing 9,462 square feet, more or less.

ALSO,

A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 340.35 feet to the Point of Beginning; thence continuing South 1°30'23" West along said west line a distance of 14.46 feet; thence South 84°38'01" West a distance of 139.85 feet; thence North 85°18'15" West a distance of 541.96 feet; thence North 1°30'23" East a distance of 39.63 feet; thence South 65°53'57" East a distance of 76.55 feet; thence South 85°49'38" East a distance of 391.86 feet; thence South 87°54'09" East a distance of 144.55 feet; thence North 83°19'10" East a distance of 73.81 feet to the Point of Beginning, containing 11,799 square feet, more or less.

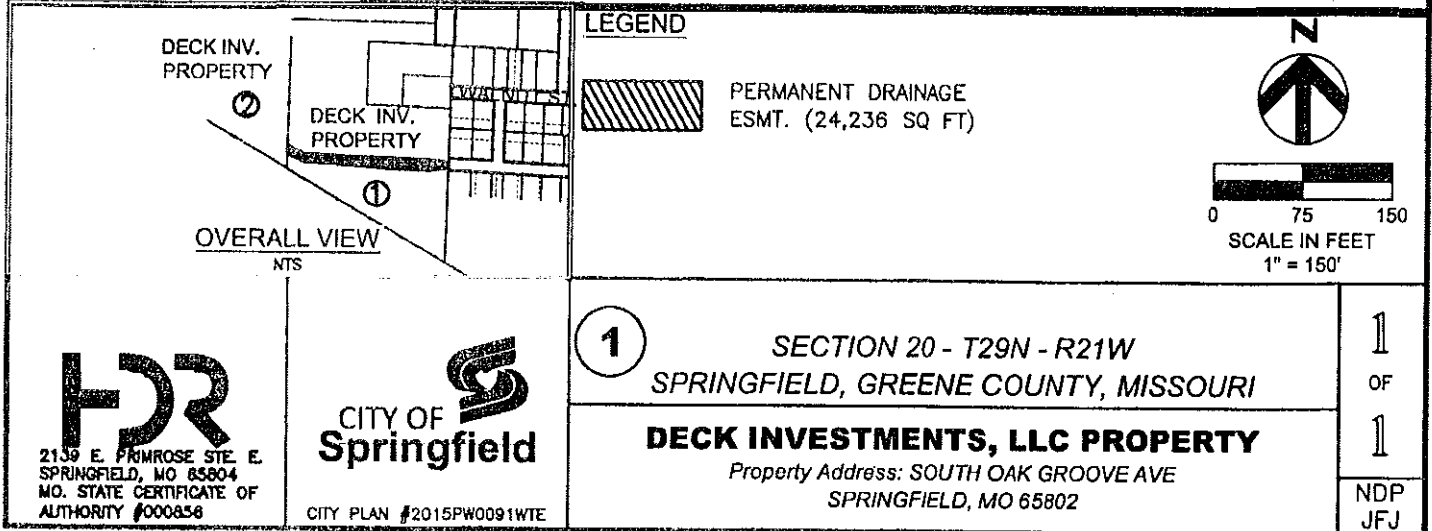
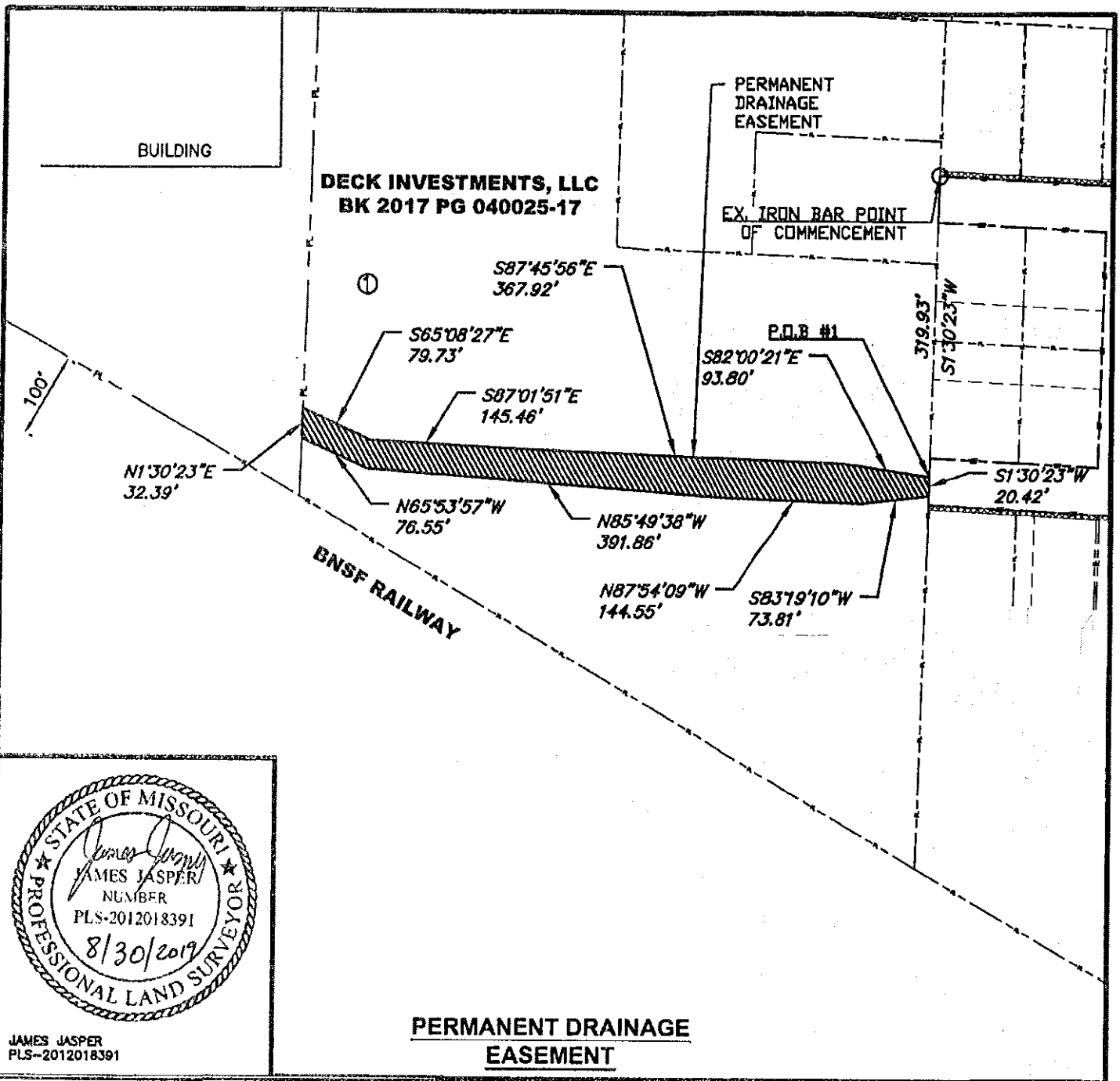


Exhibit B

PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South $1^{\circ}30'23''$ West along the west line of said Beechwood Heights First Addition a distance of 269.34 feet; thence North $88^{\circ}29'37''$ West a distance of 679.70 feet to the Point of Beginning; thence South $1^{\circ}30'23''$ West a distance of 32.39 feet; thence North $60^{\circ}29'03''$ West a distance of 40.07 feet; thence South $77^{\circ}41'33''$ West a distance of 77.21 feet to the northeasterly right-of-way line of Burlington Northern Santa Fe Railroad; thence North $59^{\circ}35'27''$ West along said right-of-way line a distance of 51.59 feet; thence North $77^{\circ}41'33''$ East a distance of 73.80 feet; thence North $87^{\circ}51'34''$ East a distance of 44.86 feet; thence South $69^{\circ}33'51''$ East a distance of 41.32 feet to the Point of Beginning, containing 4,327 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS: A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

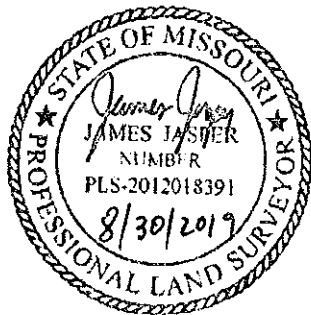
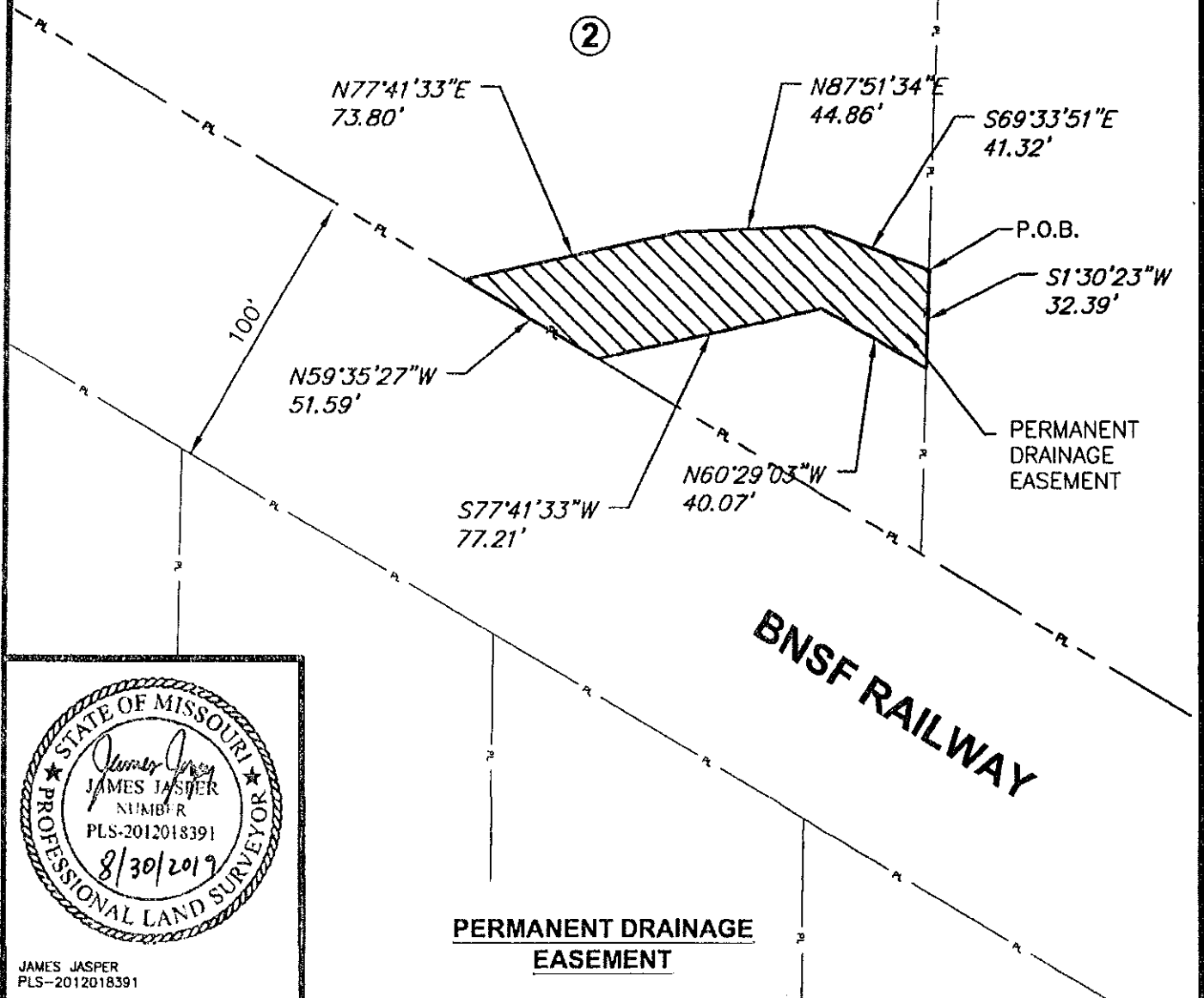
Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 269.34 feet; thence North 88°29'37" West a distance of 679.70 feet to the Point of Beginning; thence North 69°33'51" West a distance of 41.32 feet; thence South 87°51'34" West a distance of 44.86 feet; thence South 77°41'33" West a distance of 13.46 feet; thence North 27°18'46" West a distance of 14.55 feet; thence North 85°31'56" East a distance of 82.54 feet; thence South 67°03'59" East a distance of 23.47 feet; thence South 1°30'23" West a distance of 20.10 feet to the Point of Beginning, containing 1,523 square feet, more or less.

Also, a portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

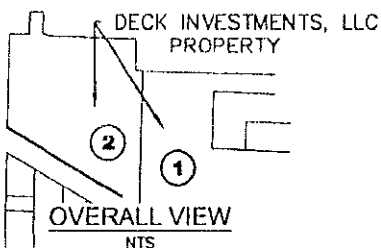
Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 301.73 feet; thence North 88°29'37" West a distance of 679.70 feet to the Point of Beginning; thence South 1°30'23" West a distance of 39.63 feet; thence North 57°33'53" West a distance of 92.63 feet; thence North 77°41'33" East a distance of 45.40 feet; thence South 60°29'03" East a distance of 40.07 feet to the Point of Beginning, containing 2,181 square feet, more or less.

**DECK INVESTMENTS,
LLC PROPERTY
BK 2017 PG 040025-17**

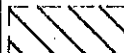
②



JAMES JASPER
PLS-2012018391



LEGEND



PERMANENT DRAINAGE
ESMT. (4327 SQ FT)



0 25 50
SCALE IN FEET
1" = 50'



2139 E. PRIMROSE STE. E.
SPRINGFIELD, MO 65804
MO. STATE CERTIFICATE OF
AUTHORITY #000856



CITY PLAN #2015PW0091WTE

②

SECTION 20 - T29N - R21W
SPRINGFIELD, GREENE COUNTY, MISSOURI

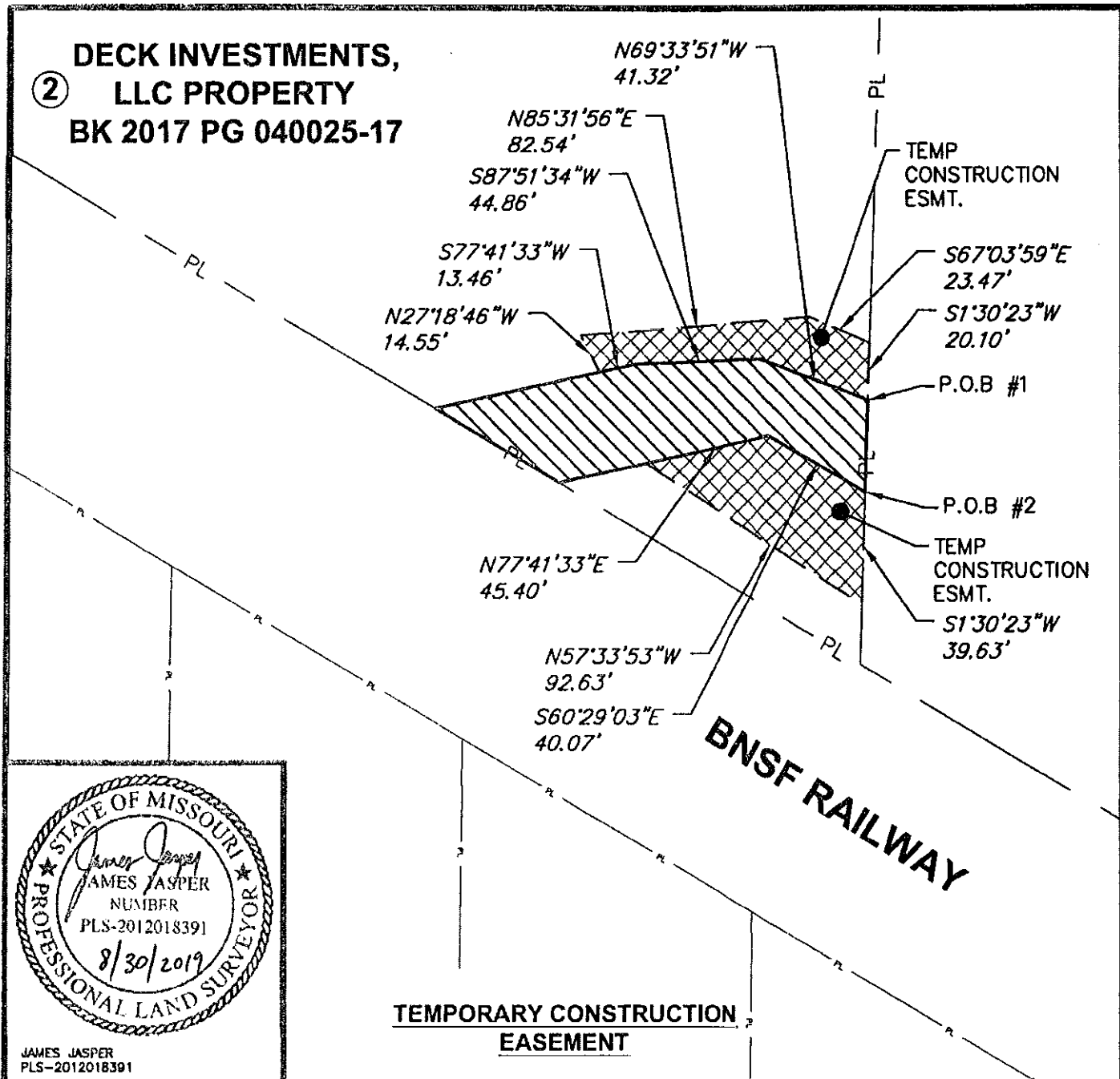
DECK INVESTMENTS, LLC PROPERTY

Property Address: 340 S. PATTERSON AVE.
SPRINGFIELD, MO 65802

1
OF
1

NDP
JFJ

**② DECK INVESTMENTS, LLC PROPERTY
BK 2017 PG 040025-17**



DECK INVESTMENTS, LLC PROPERTY OVERALL VIEW NTS	LEGEND - TEMPORARY CONSTRUCTION ESMT. North Side: 1,523 SF South Side: 2,181 SF - PERMANENT DRAINAGE ESMT. SCALE IN FEET 0 25 50 1" = 50'
HDR 2139 E. PRIMROSE STE. E. SPRINGFIELD, MO 65804 MO. STATE CERTIFICATE OF AUTHORITY #000858 CITY OF Springfield CITY PLAN #2015PW0091WTE	② SECTION 20 - T29N - R21W SPRINGFIELD, GREENE COUNTY, MISSOURI DECK INVESTMENTS, LLC PROPERTY Property Address: 340 S. PATTERSON AVE. SPRINGFIELD, MO 65802 1 OF 1 NDP JFJ

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 09-17-19

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019-220

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING a budget adjustment amending the Fiscal Year 2019-2020 budget of
2 the Department of Environmental Services Solid Waste Management
3 Enterprise Fund in the amount of \$1,850,000 by appropriating fund
4 balance reserves of said fund for the purpose of purchasing and
5 refurbishing several pieces of heavy equipment at the Springfield
6 Noble Hill Sanitary Landfill.
7 _____
8

9 WHEREAS, the City of Springfield Solid Waste Management Division (SWMD) is
10 proposing to appropriate funds to complete several needed repairs, refurbishments and
11 heavy equipment purchases for the Springfield Noble Hill Sanitary Landfill; and
12

13 WHEREAS, an amendment to the budget of the Department of Environmental
14 Services for the Fiscal Year 2019-2020 has been approved and recommended by the
15 City Manager and by the Director of Environmental Services.
16

17 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
18 SPRINGFIELD, MISSOURI, as follows, that:
19

20 Section 1 – The City Manager, or his designee, is hereby authorized on behalf
21 of the City of Springfield, Missouri to approve transfer of reserve funds in the amount of
22 \$1,850,000 for the purpose of purchasing and refurbishing several pieces of heavy
23 equipment for the Springfield Noble Hill Sanitary Landfill.
24

25 Section 2 – The budget of the Department of Environmental Services for Fiscal
26 Year 2019-2020 is hereby amended in the accounts and in the amounts as shown on
27 Budget Adjustment No. 008, a copy of which is attached hereto and incorporated herein
28 by reference as “Exhibit A.”
29

30 Section 3 – City Council hereby finds that the budget adjustment made in Section
31 2 above has been recommended by the City Manager and further finds the adjustment
32 necessary to allow the SWMD to continue to provide environmentally and economically
33 responsible waste management to the citizens of Springfield.

34
35 Section 4 – The City Manager is directed to cause the appropriate accounting
36 entries to be made in the books and records of the City.

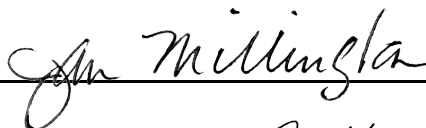
37
38 Section 5 – This Ordinance shall be in full force and effect from and after
39 passage.

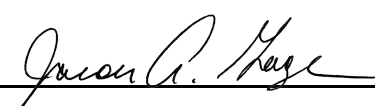
40
41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49
50 Filed as Ordinance: _____

51
52 Approved as to form: , Deputy City Attorney

53
54
55 Approved for Council action: , City Manager
56

EXPLANATION TO COUNCIL BILL 2019-220

FILED: 09-17-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To approve a budget adjustment amending the Fiscal Year 2019-2020 budget of the Department of Environmental Services Solid Waste Management Enterprise Fund in the amount of \$1,850,000 by appropriating fund balance reserves of said fund for the purpose of purchasing and refurbishing several pieces of heavy equipment for the Springfield Noble Hill Sanitary Landfill. Additionally, some funds will be used to purchase replacement parts and complete needed repairs to existing equipment that is necessary to maintain environmental compliance at the Landfill.

BACKGROUND: The Solid Waste Management Division ("SWMD") is proposing to appropriate funds to complete several needed repairs, refurbishments and heavy equipment purchases for the Springfield Noble Hill Sanitary Landfill. Items included in this budget appropriation include: refurbishing a D8T dozer and 836 landfill compactor, purchasing a rubber-tired wheel loader, two recurring lease payments for a landfill compactor and mowing tractor, and replacing heavy duty tarpaulin panels and high litter control fencing along the perimeter of the property. With MDNR's recent approval of the landfill expansion in March 2019, which provides an additional 60-80 years of landfill airspace, and the continued growth in the waste management needs of the facility, these expenditures will provide much needed updates and repairs to allow the SWMD to continue to provide environmentally and economically responsible waste management to the citizens of Springfield.

Staff have been researching costs and return on investment for these expenditures and the data indicates these repairs and purchases meet or exceed industry leading practices for the solid waste management industry

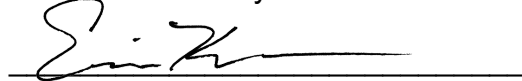
REMARKS: Environmental Services recommends passage of this Council bill and budget adjustment.

Submitted by:



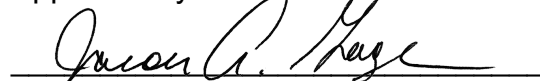
Wade Drossel, P.E.
Assistant Director of Environmental Services

Recommended by:



Errin Kemper, P.E.
Director of Environmental Services

Approved by:



Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment 008

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						-	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	36510	508170	000000	00000	\$ 1,850,000	Equipment purchases, equipment replacement parts and repairs/refurbishing, and litter control panels and fencing replacement.
Net Expenditure Adjustment						\$ 1,850,000	

Fund Balance Appropriation:

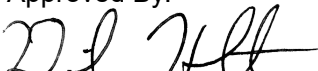
Fund	Dept	Title	Amount
55010	08	Solid Waste Enterprise Fund	\$ (1,850,000)

Explanation: To appropriate reserves of the Solid Waste Enterprise Fund for the funding of Landfill equipment purchases, equipment replacement parts & repairs/refurbishing, and litter control panels and fencing replacement.

Requested By:


Department Head 9/18/19
Date

Approved By:


Director of Finance 9/18/19
Date

Authorization:

City Manager Date Council Bill No. 2019-220
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 09-17-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 - 221

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' by repealing in its
2 entirety Section 2-8 'Disclosure of certain transactions.'

3
4
5 WHEREAS, RSMo Sec. 105-485.4 provides that a municipality may, in lieu of
6 utilizing the state financial disclosure law, adopt a municipal financial disclosure
7 ordinance by September 15 that is effective for two (2) years; and

8
9 WHEREAS, the City adopted General Ordinance 6391 regarding financial
10 disclosure on August 21, 2017; and

11
12 WHEREAS, pursuant to state law, General Ordinance 6391 could only be in
13 effect for a two-year period which ended as of September 15, 2019, and, therefore, by
14 force of state law General Ordinance 6391 is no longer in effect; and

15
16 WHEREAS, passage of this Ordinance will remove the provisions of General
17 Ordinance 6391 from the City Code since such ordinance is no longer in effect.

18
19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 SPRINGFIELD, MISSOURI, as follows, that:

21
22 Section 1 – The Springfield City Code, Chapter 2, 'Administration,' is hereby
23 amended by repealing Section 2-8 'Disclosure of certain transactions' in its entirety.

24
25 Section 2 – This Ordinance shall be in full force and effect from and after
26 passage.

27
28 Passed at meeting: _____

29
30
31 _____
32 Mayor

33
34
35
36
37
38
39
40
41
42
43

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 221

FILED: 09-17-19

ORIGINATING DEPARTMENT: Law

PURPOSE: To amend the Springfield City Code, Chapter 2, 'Administration,' by repealing Section 2-8 'Disclosure of certain transactions' in its entirety.

BACKGROUND INFORMATION: Revised Statutes of Missouri Section 105-485 authorizes a municipality to adopt a financial disclosure ordinance, in lieu of the state financial disclosure law, every two years provided that the ordinance is adopted by September 15. The City adopted General Ordinance 6391 regarding financial disclosure on August 21, 2017. General Ordinance 6391 added Section 2-8 'Disclosure of certain transactions' to the City Code.

Pursuant to state law, General Ordinance 6391 could only be in effect for a two-year period which ended as of September 15, 2019, and, therefore, by force of state law General Ordinance 6391 is no longer in effect. However, General Ordinance 6391 did not include a sunset provision, so while the ordinance is no longer in effect, the only mechanism available to remove Section 2-8 from the City Code is an ordinance repealing the section. It is advisable to avoid confusion by readers of the City Code by removing Section 2-8 from the Code.

Financial disclosure by candidates for City Council, Council members, and certain City employees will still be required by state law.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 18
Filed: 10-01-19

Sponsored by: Schilling

COUNCIL BILL 2019- 223 RESOLUTION

RESOLUTION

1 GRANTING a Short-Term Rental Type 2 Permit for the property located at 601 South
2 Main Avenue, for the purpose of allowing the establishment of a Short-
3 Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.
4 _____
5

6 WHEREAS, the owner of the property located at 601 South Main Avenue has
7 applied for a Short-Term Rental ("STR") Type 2 Permit; and
8

9 WHEREAS, Section 36-473 requires that those seeking a permit to establish a
10 STR Type 2 obtain the signatures of at least fifty-five percent of the property owners
11 adjacent to and immediately across the street from the proposed STR; and
12

13 WHEREAS, if the applicant cannot secure the signatures of at least fifty-five
14 percent of the neighboring property owners then said applicant may apply to City
15 Council to obtain the requested STR Type 2 Permit; and
16

17 WHEREAS, the applicant has not obtained the signatures of at least fifty-five
18 percent of adjacent property owners.
19

20 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
21 SPRINGFIELD, MISSOURI, as follows, that:
22

23 Section 1 – City Council hereby grants the applicant a Short-Term Rental Type 2
24 Permit for the property located at 601 South Main Avenue. The granting of said Permit
25 is expressly subject to compliance with Section 36-473 of the Zoning Ordinance.
26

27 Section 2 – This Resolution shall be in effect immediately upon adoption.
28

29 Passed at meeting: _____
30

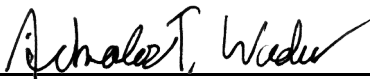
31 _____
32 Mayor
33

34 Attest: _____, City Clerk
35

36 Filed as Resolution: _____

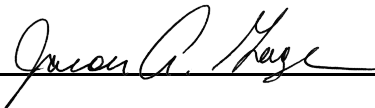
37

38

39 Approved as to form: , Assistant City Attorney

40

41

42 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 223

FILED: 10-01-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Granting a Short-Term Rental Type 2 permit for the property generally located at 601 South Main Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

BACKGROUND INFORMATION:

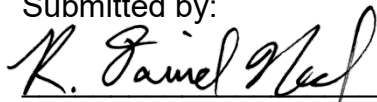
The property owner has applied for a Short-Term Rental ("STR") Type 2 license and STR Type 2 permit to establish a Short-Term Rental Type 2 at 601 South Main Avenue. Section 36-473 of the Zoning Ordinance requires that Type 2 applicants conduct a neighborhood meeting and obtain signatures from fifty-five percent or more of property owners adjacent to and immediately across the street from the proposed STR. If the signatures of at least fifty-five percent of neighboring property owners cannot be secured the applicant may apply to the City Council to obtain a resolution granting the STR Type 2 permit.

The applicant has obtained two signatures of the four adjacent property owners, resulting in fifty (50) percent consent as shown on "Exhibit C." The applicant originally obtained a third signature but later found the signee wasn't an authorized representative for the LLC. This STR Type 2 permit was originally submitted within the 30-day grace period.

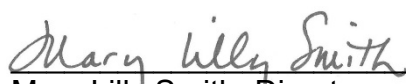
Property owners within 500 feet of the proposed Short-Term Rental Type 2 establishment have been notified by regular mail of the meeting on October 7, 2019.

If approved, all other requirements of the Short-Term Rental requirements of Section 36-473 of the Zoning Ordinance must be met.

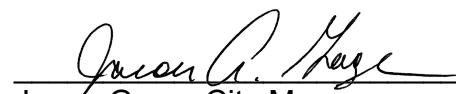
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Applicants Appeal Letter

Exhibit B, Neighborhood Meeting Summary and Sign-In Sheet

Exhibit C, Adjacent Owner Consent Affidavit Form

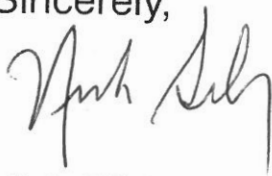
Exhibit A

September 7, 2019

Dear Council,

I have submitted an application for a license for a short-term rental for my property at 601 S. Main. I sent out the letters to all 82 property owners within 500 feet of the property and had the neighborhood meeting. I had no negative responses. Everyone has been encouraging. I have had trouble getting the 55% of adjacent property owners to sign the form that says they are good with it. I have two out the four—50%. The other two have LLC's and have attorneys as their registered agents. I have contacted them numerous times and they just say their clients haven't responded. I got the signature of one of the owners but the City says I need the registered agent. The two registered agents tell me their owners just haven't responded to them. Maybe the owners are trying to avoid billable time from their attorney agents, I don't know. But, they have had months to register a complaint about the procedure and given the rough neighborhood, I imagine my short term rental next door is not a major concern. So, I have 50% and am asking for an exemption to the 55% requirement to be licensed. My property is an old gas station that the City allowed me to turn into a 200 sq. ft. apartment that is now a monthly rental. It is near downtown and I think would be a good short-term rental. Thank you for your consideration.

Sincerely,



Nick Sibley





Application for Short-Term Rental Type 2

eCity INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Pre-apply and, if needed, pay your processing fees online
2. Complete this application and upload a digital (pdf) copy through eCity.

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount: \$350*

The signers of this application ask the City Council of the City of Springfield, Missouri to approve an application for the use of a short-term rental at the following address:

Property Address: 601 S. MAIN

We, the signers of this application, do attest to the truth and correctness of all facts and information presented with this application as required by the Zoning Ordinance of the City of Springfield.

PROPERTY OWNER'S INFORMATION:

Name of current property owner: NICK SIBLEY

If corporation: Corporate Official: _____

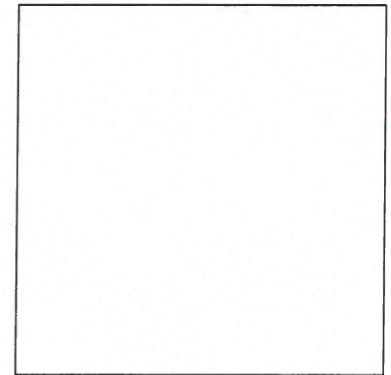
Mailing Address: 1665 E. Delmar

Zip Code: 65804 Phone: 417 693 1011

E-mail: nick@nicksibleymusic.com

PROPERTY OWNER'S SIGNATURE:

Nick Sibley



(Corporate Seal)

OPERATOR'S INFORMATION (if different):

Name: _____

Mailing Address: _____ Zip Code: _____

Phone: _____ E-mail: _____

NOTE: This application must be delivered to the Development Review Office. This application must be complete and all the items listed on the attached checklist must accompany the application or it will be returned to the applicant.

*Fees are non-refundable

Exhibit B

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request to establish a Short-Term Rental Type 2.

2. Meeting Date & Time: MAY 22, 2019

3. Meeting Location: 601 S. MAIN

4. Number of invitations that were sent: 81

5. Number of neighbors in attendance (attach a sign-in sheet): 1 ADAM

6. 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 owner/operator must explain why the issues cannot be resolved.)

supported

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

I, _____ (print name), attest that the neighborhood meeting was held on
_____ (month/date/year), in accordance with the attached "Neighborhood Notification and Meeting
Process."

Nick Sibley
Signature of person completing affidavit

Nick Sibley
Printed name of person completing affidavit

**SHORT-TERM RENTAL TYPE 2 ADJACENT OWNER CONSENT AFFIDAVIT**Address of Proposed Short-Term Rental 601 S. MAINSTATE OF MOCOUNTY OF Greene

The undersigned hereby states that the undersigned verified the ownership of each residential property adjacent to the above-referenced address as defined in section 36-472(2) and obtained written consent of the proposed short-term rental at the above-referenced address from at least 55% of said owners as shown on Exhibit 1 and attached hereto. The undersigned further states that he or she personally witnessed the signatures contained on Exhibit 1 and that each person signed Exhibit 1 in the undersigned's presence.

(Corporate Seal**)

Nick Sibley
Signature of Property Owner

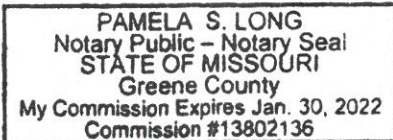
NICK SIBLEY
Typed or Printed Name

ATTEST:

owner
Title

Corporate Secretary
(If no seal)

Name of Company or Organization
(If Applicable)

Subscribed and sworn to before me a notary public on this 17 day of July, 20 19.

Pamela S. Long
Notary Public

My Commission expires: 1-30-22

City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM
Exhibit 1

417-693-1011

The undersigned hereby certifies that I/we are the owners of property referenced below and that I/we consent to the proposed short-term rental located at 601 S Main.

In addition, each individual signing in a representative capacity hereby affirms that he or she is authorized to sign on behalf of said owner.

1. Address of Adjacent Property: 604 W Mt Vernon St.

Mt Vernon 604, LLC

Owner(s) of Record (Typed or Printed)

Mt Vernon 604, LLC [Signature]

Signature(s) of Owners

member

Title

2. Address of Adjacent Property: 530 W Mt Vernon St

Delaware Investment Group, LLC

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

3. Address of Adjacent Property: _____

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

**If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.
**The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

RESOLUTION OF THE MEMBERS OF

Witnesseth, that on August 09, 2019, a majority of the Partners of
Mt Vernon 604, LLC, met to discuss the matter of
the sale of real estate owned by said partnership located
604 West Mt Vernon,

It was the decision of the majority present to allow the following individual(s) to sign
for the Partnership as Authorized Agents any and all documents pursuant to the sale,
including but not limited to real estate sales contracts, Warranty Deeds, affidavits and
closing disclosures necessary to complete the sale:

Brandon Dickman is authorized to sign
on the behalf of Mt Vernon 604, LLC

Partners also herein state that the number of signatures appearing below constitutes
a majority of all partners in accordance with provisions of the Partnership Agreement
dated 12/31/15.

Signed by:

Brandon Dickman member of Mt Vernon 604, LLC

Print Name: Mt Vernon 604, LLC by

Brandon Dickman member

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Sworn before me this 9 day of August, 2019.



JONNA M. STEINERT
My Commission Expires
September 9, 2019
Webster County
Commission #15419195

Jonna M. Steinert
Notary Public

**City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM
Exhibit 1**

4. Address of Adjacent Property: 603 W. Mt. Vernon

Affordable Housing Action Board

Owner(s) of Record (Typed or Printed)

430 East Bob Barker Blvd.

Springfield, MO 65802

Signature(s) of Owners

Executive Director

Title

5. Address of Adjacent Property: _____

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

6. Address of Adjacent Property: _____

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

7. Address of Adjacent Property: _____

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

**If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.
**The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

City of Springfield Short-Term Rental
ADJACENT OWNER CONSENT FORM
Exhibit 1

8. Address of Adjacent Property: 613 S. MAIN

Earline Maynard-Reid
Owner(s) of Record (Typed or Printed)

[Signature]
Signature(s) of Owners

Owner
Title

9. Address of Adjacent Property: _____

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

10. Address of Adjacent Property: _____

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

11. Address of Adjacent Property: _____

Owner(s) of Record (Typed or Printed)

Signature(s) of Owners

Title

H. Hugh Maynard-Reid, D.Min, BCC
CASAC #18645; CHAPLAIN
Notary Public #01MA6033120
Expire 11-15-2020
Director of Pastoral Care Service

7-25-2019

**If the ownership is under two or more individuals (each individual) must sign this form. Only the owner's signature constitutes consent.
**The address and owner of record of all adjacent residential properties must be listed, whether they consent or not.

Adjacent Property



Legend

601 S Main Ave

Type 2 Rental Status*

Approved

Pending

*Status as of 9/11/2019

0 0.125 0.25 0.5 Miles



S KANSAS EXPY

S FORT AVE

N GRANT AVE

W MOUNT VERNON ST

S SOUTH AVE

E WALNUT ST

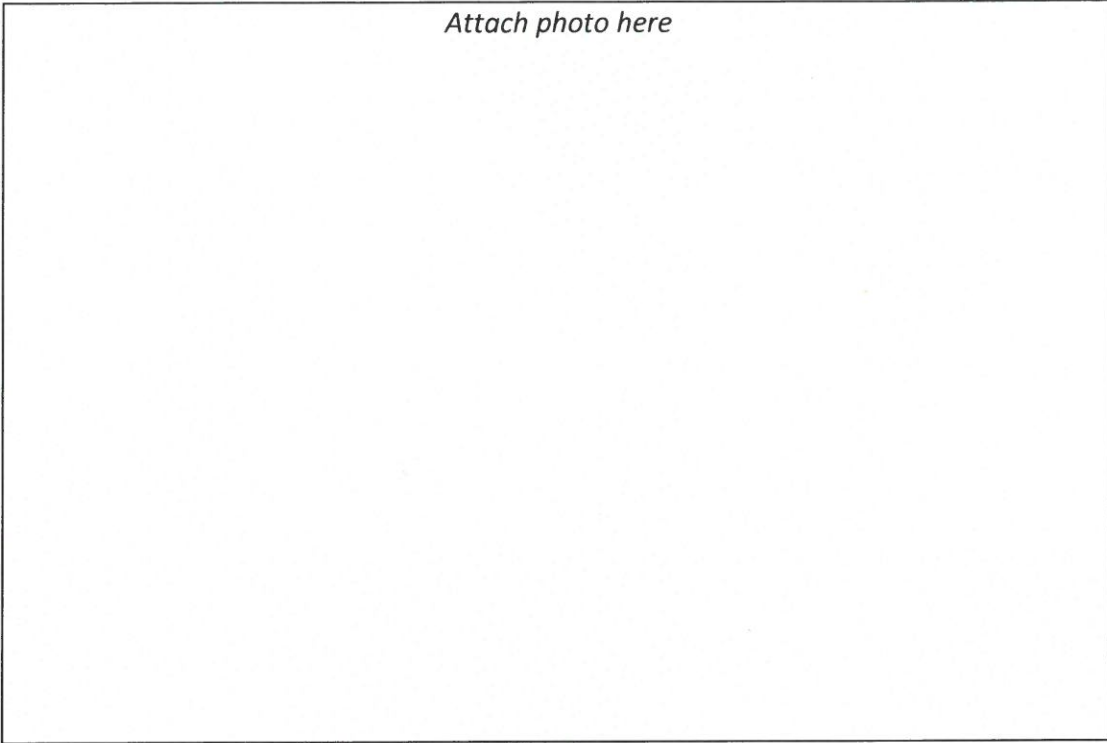
E GRAND ST

W MOUNT VERNON ST

S MARKET AVE

AFFIDAVIT OF SIGN POSTING

Attach photo here



(sign lettering must be legible in photo)

I, Nick Sibly (print name of owner, agent, attorney), attest that the above sign was posted 10 days before the public hearing on Nov 22 / 2019 (month/day/year) and in accordance with the given posting requirements.

Nick Sibly
Signature of person completing sign posting

Nick Sibly
Printed name of person completing sign posting



Created web portal

2/27/19
2:05
SHORT TERM RENTAL
adm

City of Springfield, Missouri Short-Term Rental Application

BUS LIC/PERMIT# BUS2019-00370 DATE: 2/27/19 LIC PERSONNEL: INDA ARNOLD

- 601 S. Main
- Owner(s) Name: NICK SIBLEY
Owner(s) Address: 1665 E. DeMar 601
Short-Term Rental Address: 601 S. Main Actual address 601 S. Main
Phone: 417 693 1011 601 E-Mail: nick@nickSibleymusic.com
 - Operators name, address, e-mail, and phone if different: _____

- ☐ Type 1 (owner occupied; R-SF or R-TH; no more than 95 rental days).
☒ Type 2 (non-owner occupied or owner occupied; R-SF or R-TH unlimited rental days).
☐ Type 3 (owner occupied or non-occupied; all other districts except R-SF or R-TH; no more than 2 units per premise; unlimited rental days).

Unit _____ Unit _____

- Are guests housed in the primary structure or a historic carriage house (built before January 1, 1940)?
☐ Primary Structure ☐ Historic Carriage House

5. NICK SIBLEY
Owner/Operator

Nick Sibley
Signature

**APPLICANT FILL OUT TO THIS POINT and RETURN FORM TO:
LICENSE DIVISION OF FINANCE DEPARTMENT
(BUSCH MUNICIPAL BUILDING), 840 BOONVILLE AVENUE; SPRINGFIELD, MO 65801**

PLANNING and DEVELOPMENT TO COMPLETE THE FOLLOWING SECTION

- Proposed location is zoned: R-SF
- Verification of rental type: Type 2
- Verification of Historic Carriage House: N/A
- Provide applicant with appropriate instructional packet.
- Verify compliance with applicable notice and meeting requirements.
- Forward to BDS for inspection and occupancy permit (Type 2 & 3).

Date: _____ BDS Personnel: _____

Comments: _____

One-rdg. X
P. Hrngs.
Pgs. 4
Filed 10-01-19

Sponsored by: Schilling

COUNCIL BILL 2019- 224 RESOLUTION

A RESOLUTION

1 INITIATING amendments to the Springfield Land Development Code, Article III,
2 'Zoning Regulations,' for the purpose of allowing manicurists and
3 estheticians as home occupations.
4 _____
5

6 WHEREAS, home occupations are activities carried out for compensation in a
7 residential dwelling; and
8

9 WHEREAS, City Council desires to consider code changes modifying the home
10 occupation section of the Springfield Land Development Code, Article III, 'Zoning
11 Regulations,' to allow for manicurists and estheticians as a permitted home occupation;
12 and
13

14 WHEREAS, to that end, City Council desires to authorize the City Manager to
15 prepare amendments to the Springfield Land Development Code, Article III, 'Zoning
16 Regulations,' consistent with the intent and purpose of this Resolution; and
17

18 WHEREAS, City Council desires to further authorize the City Manager to prepare
19 any other amendments which may be beneficial or convenient for City Council's
20 consideration and are related to the purpose of this Resolution.
21

22 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
23 SPRINGFIELD, MISSOURI, as follows, that:
24

25 Section 1 – City Council hereby initiates, and authorizes the City Manager, or
26 designee, to prepare proposed amendments to the Springfield Land Development
27 Code, Article III, 'Zoning Regulations,' on behalf of and for consideration by City
28 Council, to allow for manicurists and estheticians as a permitted home occupation.
29

30 Section 2 – The City Manager, or his designee, is further authorized to prepare
31 any other proposed additional amendments to the Springfield Land Development Code,
32 Article III, 'Zoning Regulations,' which may be beneficial or convenient, for City
33 Council's consideration and are related to the intent and purpose of this Resolution.
34

35 Section 3 – The City Manager, or his designee, shall transmit proposed
36 amendments to the Planning and Zoning Commission for their report and
37 recommendation, as provided in Sec. 36-367. Such amendments shall then be
38 transmitted to City Council for consideration.

39
40 Section 4 – This Resolution shall be effective from and after passage.

41
42 Passed at meeting: _____

43
44 _____
45 Mayor

46
47 Attest: _____, City Clerk

48
49 Filed as Resolution _____

50
51 Approved as to form: Richard T. Widen, Assistant City Attorney

52
53
54 Approved for Council action: Jason R. Hage, City Manager
55

EXPLANATION TO COUNCIL BILL 2019-224

FILED: 10-01-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Initiating amendments to the Springfield Land Development Code , Article III, 'Zoning Regulations,' for the purpose of allowing manicurists and estheticians as home occupations..

BACKGROUND INFORMATION:

Home occupations are activities carried out for compensation in a residential dwelling. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. Staff is proposing modifications to the home occupation section of the Zoning Ordinance as well as any other sections that may be affected.

Councilman Schilling has asked staff to prepare amendments to the Zoning Ordinance text to add manicurist and esthetician to the list of permitted home occupations. We currently permit hair cutting and styling uses in our residential district but limit them to one customer at a time and hours of operation from 7 AM to 7 PM. Staff is proposing using the same conditions for manicurists and estheticians.

The State of Missouri provides the following definitions for licensing purposes:

1. Estheticians: includes the use of mechanical, electrical apparatuses or appliances, or by the use of cosmetic preparations, antiseptics, tonics, lotions or creams, not to exceed ten percent phenol, engages for compensation, either directly or indirectly, in any one, or any combination, of the following practices: massaging, cleansing, stimulating, manipulating, exercising, beautifying or similar work upon the scalp, face, neck, ears, arms, hands, bust, torso, legs or feet and removing superfluous hair by means other than electric needle or any other means of arching or tinting eyebrows or tinting eyelashes, of any person.
2. Manicurist: includes cutting, trimming, polishing, coloring, tinting, cleaning or otherwise beautifying a person's fingernails, applying artificial fingernails, massaging, cleaning a person's hands and arms; pedicuring, which includes cutting, trimming, polishing, coloring, tinting, cleaning or otherwise beautifying a person's toenails, applying artificial toenails, massaging and cleaning a person's legs and feet.

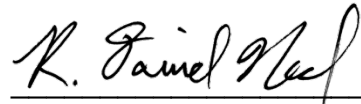
These modifications would include review and recommendations to the personal service uses that are allowed in this section.

This Resolution directs staff to prepare amendments to the Zoning Ordinance. This action does not amend the Zoning Ordinance. Separate public hearings will be

scheduled at a later date at both Planning and Zoning Commission and City Council meetings.

REMARKS: Staff recommends approval.

Submitted by:

A handwritten signature in cursive script, appearing to read "R. Daniel Neal", written over a horizontal line.

Daniel Neal, Senior Planner

Recommended by:

A handwritten signature in cursive script, appearing to read "Mary Lilly Smith", written over a horizontal line.

Mary Lilly Smith, Director

Approved by:

A handwritten signature in cursive script, appearing to read "Jason Gage", written over a horizontal line.

Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 4
Filed: 10-01-19

Sponsored by: McClure

COUNCIL BILL 2019- 225 RESOLUTION

RESOLUTION

1 CONFIRMING the appointment of Kenneth Thompson as Hearing Examiner for certain
2 matters pursuant to Section 2-60(o)(1) of the Code of the City of
3 Springfield; and referring certain matters to the said Hearing Examiner.
4
5

6 WHEREAS, Section 2-60(o)(1) of the City Code of Springfield provides for the
7 Council to confirm a mayoral appointment of a Hearing Examiner to determine if a
8 Councilmember has violated provisions of Section 2-60; and
9

10 WHEREAS, Mayor McClure has nominated Kenneth Thompson to serve as Hearing
11 Examiner as to matters referred by Councilmembers concerning conduct of Councilmember
12 Fisk alleged to violate the provisions of Sec. 2-60; and
13

14 WHEREAS, requests concerning alleged impropriety on the part of Councilmember
15 Jan Fisk signed by the requisite number of Councilmembers have been presented to the
16 City Council for consideration for referral to a Hearing Examiner; and
17

18 WHEREAS, the Missouri Ethics Commission previously determined that there are
19 reasonable grounds to support (a) one or more violations of Chapter 105, RSMo., and
20 Springfield Ordinances as to personal financial disclosure by Councilmember Fisk, and (b)
21 one or more violations of Springfield Ordinances and Charter as to direct or indirect financial
22 interest of Councilmember Fisk in city contracts, and referred all such matters to the City for
23 appropriate action; and
24

25 WHEREAS, the ordinances of the City and public confidence in the integrity of the
26 City Council and the conduct of its members require that incidents of alleged misconduct be
27 properly investigated and appropriately dealt with.
28

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

31
32 I
33 APPOINTMENT OF HEARING EXAMINER
34

- 35 1. Kenneth Thompson, a resident and registered voter of the City of Springfield and
36 licensed to practice law in the State of Missouri, is hereby confirmed as Hearing
37 Examiner pursuant to Section 2-60(o)(1) of the City Code of Springfield to determine

the propriety of the conduct of Councilmember Jan Fisk as to the alleged violations hereinafter referred to said Hearing Examiner.

2. The Hearing Examiner is authorized and directed to conduct a hearing with respect to the matters hereinafter referred, and to thereafter make written findings of fact and conclusions of law as to a determination concerning the propriety of the conduct of Councilmember Fisk, and to file such findings and conclusions with the City Council for such further action as the Council may determine in accord with Section 2-60(p) of the City Code of Springfield.

II MATTERS REFERRED

The following questions regarding allegations of misconduct by Councilmember Jan Fisk are referred to the Hearing Examiner for a determination as to the propriety of the Councilmember's conduct in each instance.

1. Has Councilmember Jan Fisk filed complete, accurate and timely personal financial interest statements as required by Sec. 2-8 of the Springfield City Code and Sec. 105.450 through 105.496, RSMo., during her service on the Springfield City Council?
2. Has Councilmember Jan Fisk had a financial interest, direct or indirect, in any contract with the City, or been financially interested, directly or indirectly, in the sale to the City of any services, except on behalf of the City as an officer or employee in violation of the provisions of Sec. 19-16 of the Springfield City Charter and/or Sec. 2-60 of the Springfield City Code?

This Resolution shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Ronald Lewsader, City Attorney

Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019 -225

FILED: 10-01-19

ORIGINATING DEPARTMENT: City Council

PURPOSE: To confirm the appointment of Kenneth Thompson as Hearing Examiner for certain matters pursuant to Section 2-60(o)(1) of the Code of the City of Springfield; and to refer certain matters to said Hearing Examiner.

BACKGROUND INFORMATION: This Resolution appoints the Honorable Kenneth Thompson as a Hearing Examiner pursuant to City Code Section 2-60(o)(1) and refers the following matters to him for a determination as to the propriety of Councilmember Fisk's conduct:

- Has Councilmember Jan Fisk filed complete, accurate and timely personal financial interest statements as required by Section 2-8 of the Springfield City Code and Section 105.450 through 105.496, RSMo., during her service on the Springfield City Council?
- Has Councilmember Jan Fisk had a financial interest, direct or indirect, in any contract with the City, or been financially interested, directly or indirectly, in the sale to the City of any services, except on behalf of the City as an officer or employee in violation of the provisions of Section 19-16 of the Springfield City Charter and/or Section 2-60 of the Springfield City Code?

September 24, 2019

REVISED REQUEST FOR REFERRAL TO A HEARING EXAMINER OF
ALLEGATIONS OF MISCONDUCT AGAINST
COUNCILMEMBER JAN FISK

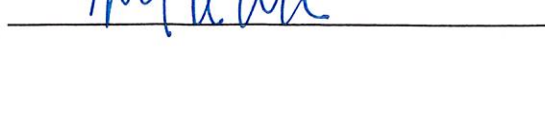
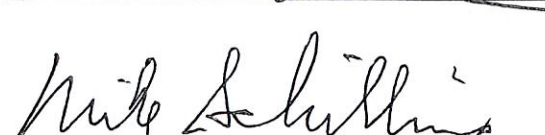
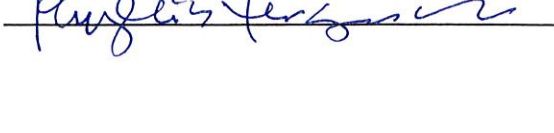
The undersigned Councilmembers of the City Council of Springfield, Missouri, request referring the following matter regarding Councilmember Jan Fisk to a hearing examiner in accordance with the provisions of City Code Section 2-60(o)(l):

Violation of City Charter Sec. 19-6 and City Code Sec. 2-60(d)(1) by reason of having a direct or indirect financial interest in a contract with the City and violation of Sec. 2-8 of the City Code and applicable state law regarding disclosure of financial interests and transactions.

The Missouri Ethics Commission ("MEC"), after an investigation, found reasonable grounds to support one or more violations of City Charter Sec. 19-6 and City Code Sec. 2-60(d)(1) by Councilmember Fisk. The cited provisions prohibit a councilmember from having a direct or indirect financial interest in a City contract or in the sale of services to the City. The MEC referred its report to City Council for possible action. The alleged violation relates to a City contract for charter bus services with Executive Limousines. Executive Limousines outsources work to Fisk Limousines, and Councilmember Fisk has a financial interest in Fisk Limousines, through her husband or otherwise.

In addition, state law and City Code Sec. 2-8 require councilmembers to report certain financial interests and transactions. It is believed Councilmember Jan Fisk failed to comply with those reporting requirements in regard to her association with Fisk Limousines and its business activities.

There had been a prior request for referral to a hearing examiner regarding whether Councilmember Jan Fisk violated the City's Code of Ethics and the requirement to disclose a financial and other private interest in regard to Council Bill 2019-058. We have been advised the circumstances are such that the formal imposition of sanctions for Councilmember Fisk's conduct in that matter is not warranted. Accordingly, that request is withdrawn.



One-rdg. X
P. Hrngs.
Pgs. 6
Filed: 10-01-19

Sponsored by: Fisk

First Reading:

Second Reading:

COUNCIL BILL 2019- 226

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Agreement with Vernon County, Missouri, for
3 use of the Vernon County Jail for housing prisoners sentenced to
4 incarceration by the Springfield Municipal Court; and declaring an
5 emergency.
6
7

8 WHEREAS, the City of Springfield, Missouri ("City") and Vernon County,
9 Missouri, entered into an agreement in December 2016 ("2016 Agreement") for the
10 purpose of housing City inmates in the Vernon County Jail; and
11

12 WHEREAS, the 2016 Agreement provided for the housing of all City inmates,
13 including those sentenced to incarceration by the Springfield Municipal Court as well as
14 pretrial detainees for charges pending in the Springfield, Municipal Court; and
15

16 WHEREAS, Vernon County, through its Sheriff, has notified the City that it
17 intends to exercise its right to terminate the 2016 Agreement after October 31, 2019;
18 and
19

20 WHEREAS, Vernon County has expressed a willingness to enter into a revised
21 agreement which would allow for the housing of inmates serving a sentence of
22 incarceration; and
23

24 WHEREAS, no other alternative currently exists for the housing of inmates
25 sentenced to incarceration by the Springfield Municipal Court after October 31, 2019;
26 and
27

28 WHEREAS, entering into an agreement for the housing of inmates sentenced to
29 incarceration prior to the termination of the 2016 Agreement will allow for a seamless
30 transition with no lapse in the availability of housing as to those inmates.
31

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

34
35 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
36 an Intergovernmental Agreement with Vernon County, Missouri; said agreement to be in
37 substantially the form as the document attached hereto and incorporated herein by
38 reference as “Exhibit A.”
39

40 Section 2 – City Council hereby finds and declares that an emergency exists in
41 that this Ordinance relates to the preservation of the public peace, property, health,
42 safety, and morals pursuant to Section 2.12(1) of the City Charter in that the housing of
43 inmates is crucial to the effective enforcement of City ordinance violations. Therefore,
44 this Ordinance shall be in full force and effect from and after passage.
45

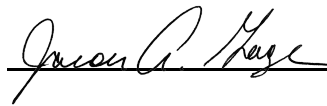
46 Passed at meeting: _____
47

48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53 Filed as Ordinance: _____
54

55
56 Approved as to form: , Assistant City Attorney
57

58
59 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 226

FILED: 10-01-19

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Vernon County, Missouri, for use of the Vernon County Jail for housing prisoners sentenced to incarceration by the Springfield Municipal Court and declaring an emergency.

BACKGROUND INFORMATION: In 2016 the City of Springfield ("City") entered into an Intergovernmental Agreement with Vernon County, Missouri, for the purpose of housing Springfield Municipal Inmates ("2016 Agreement"). Under the terms of the 2016 Agreement, Vernon County provided housing for all Springfield Municipal Inmates, including pretrial detainees and inmates serving a sentence of incarceration. Vernon County further provided transportation for inmates between the Springfield Municipal Court and the Vernon County Jail.

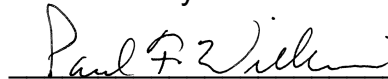
Vernon County, through its Sheriff, recently notified the City that it intends to exercise its right to terminate the 2016 Agreement after October 31, 2019. In the absence of a replacement agreement, or agreements, the City will not have any housing available for Springfield Municipal inmates beginning November 1, 2019.

Vernon County has expressed a willingness to continue to house Springfield Municipal inmates serving a sentence of incarceration after November 1, 2019. Sentenced inmates, as opposed to pretrial detainees, represent a smaller portion of the City's average daily population in the Vernon County Jail and do not require daily transportation to and from Springfield Municipal Court. As the proposed agreement is for sentenced prisoners only, Vernon County would discontinue its daily transportation between the Vernon County Jail and Springfield Municipal Court and the City will become responsible for delivering its prisoners to the Vernon County Jail.

The City currently averages approximately seven (7) prisoners per day serving a sentence of incarceration in the Vernon County Jail.

COMMENTS: If no arrangement for the housing of sentenced inmates is made prior to November 1, 2019, the City will not be able to utilize sentences of incarceration as an enforcement mechanism for City Ordinance violations. Without at least the possibility of a sentence of incarceration, other enforcement mechanisms likewise become less effective.

Submitted by:


Paul F. Williams, Chief of Police

Approved by:

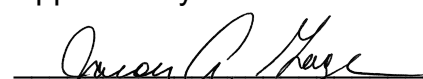

Jason Gage, City Manager

Exhibit A

INTERGOVERNMENTAL AGREEMENT

REGARDING

HOUSING OF SPRINGFIELD CITY INMATES

The City of Springfield, Missouri, (hereinafter City) and its Police Chief, Paul F Williams, (hereinafter Chief Williams) and the County of Vernon, Missouri, (hereinafter County) and its Sheriff, Jason Mosher, (hereinafter Sheriff Mosher) each of them being a body politic and corporate, do hereby enter into this Intergovernmental Agreement pursuant to Section 70.220, RSMo., the purpose of which is to set forth the understanding between the City and County, and their agency heads regarding housing of inmates under the direction of Chief Williams, in the Vernon County Jail Facility under the direction and control of Sheriff Mosher, and the agreements concerning housing of those inmates

WHEREAS, Chief Williams, has a duty to oversee and maintain a reasonably safe and secure environment of certain inmates; and

WHEREAS, Sheriff Mosher has the jail capacity and ability to provide a safe and secure environment for additional inmates, and

WHEREAS, Chief Williams has agreed that Sheriff Mosher has the capacity and ability to oversee inmates to be housed at the Vernon County Jail Facility; and

WHEREAS, on December 19, 2016 the City and The County entered into an Intergovernmental Agreement regarding the housing of Springfield city inmates; and

WHEREAS, the City and the County wish to continue their cooperative relationship regarding the housing of Springfield city inmates, with certain modifications as reflected in this agreement;

Now, therefore, effective November 1, 2019, it is agreed as follows:

1. The "Whereas" clauses above stated are incorporated herein by reference.
2. County agrees to house up to ten (10) inmates who have been sentenced to incarceration by the Springfield Municipal Court. Upon request from the City, County may accept inmates in excess of the ten (10) guaranteed under this agreement, subject to available space, only upon written approval from Sheriff Mosher.
3. City agrees to pay County Forty-five Dollars (\$45.00) per day, per inmate, for inmates incarcerated in the Vernon County Jail Facility.
4. County agrees to be responsible for basic medical expenses and healthcare needs of City inmates.
5. City agrees to be responsible for all special medical expenses for the City's inmates housed at the Vernon County Jail Facility. A Vernon County Jail representative shall seek approval from Chief Williams, or his designated representative, prior to incurring any special medical expenses unless it is an

emergency medical situation and in that instance, County is authorized to obtain immediate medical aid. Special medical expenses include: a condition that would require out of the facility care; obtaining "out of house" medical supplies or prescriptions; and labor required to transfer, guard or obtain supplies or prescriptions.

6. County agrees to be responsible for inmate security and room and board.
7. City is responsible for transportation of inmates to and from the Vernon County Jail facility.
8. County shall indemnify defend and hold harmless the City and its elected officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses (including, but not limited to, reasonable attorney fees) and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of County, or its officers, agents or employees, in the performance of its obligations under this Agreement or in confining persons who have been presented by the City to and accepted by County for confinement in the Vernon County Jail Facility while said persons are in the jail or in the custody of County outside of the jail.
9. Without limiting any other obligations under this agreement, County shall secure and maintain at its own cost, throughout the duration of this agreement, liability insurance of such type and in such amounts as may be necessary to protect it and the interests of the City against all risks of loss and liability which may arise out of the performance of this agreement, including but not limited to violations of inmates civil rights under the United States Constitution, the Missouri Constitution, federal or state statutes, or Missouri common law. The form and limits of such insurance are subject to approval by the City.
10. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the City's or County's rights or defenses with regard to each entities applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.
11. This agreement is intended to replace and supersede the previous agreement between City and County regarding housing of Springfield City Inmates that was executed December 19, 2016. As of the effective date of this agreement, the previous agreement is terminated.
12. This Agreement may be terminated at any time by either party with written notice providing sufficient notice to allow the safe transfer of inmates.

County of Vernon

City of Springfield

By _____
Joe Hardin, Presiding Vernon Co.
Commissioner

By _____
City Manager or Designee

By _____
Cindy Thompson Vernon Co.
Northern Commissioner

By _____
Everett Wolfe Vernon Co.
Southern Commissioner

By _____
Sheriff Jason Mosher

ATTEST: I, _____, the Clerk of the City of Springfield hereby attests that the above agreement was executed by the authorized City of Springfield Officials, pursuant to City of Springfield regulations for the passage of a motion regarding the housing of the City's inmates.

City Clerk

ATTEST: I, Mike Buehler, the Clerk of the Vernon County Commission hereby attests that the above agreement was executed by the Vernon County Presiding Commissioner, Joe Hardin pursuant to a duly passed motion of the County approving the agreement.

County Clerk, Mike Buehler

Approved as to form:

City Attorney or Designee

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 therefor.

Director of Finance or Acting Director

One-rdg. X
P. Hrngs.
Pgs. 12
Filed: 10-01-19

Sponsored by: Lear

First Reading:

Second Reading:

COUNCIL BILL 2019- 227

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to apply for and accept a grant in
2 the amount of \$175,637.50 from the Missouri Department of Natural
3 Resources to support construction of a Stormwater Improvement
4 Project on Fassnight Creek at the Springfield Art Museum; amending
5 the budget of the Department of Public Works for Fiscal Year 2019-
6 2020 in that amount upon award of the grant; and declaring that this
7 bill qualifies as a one-reading bill.
8
9

10 WHEREAS, the City of Springfield has an opportunity to apply for a grant from
11 the Missouri Department of Natural Resources to support construction of stormwater
12 improvements to Fassnight Creek at the Art Museum; and
13

14 WHEREAS, if awarded the City will provide matching funds from the ¼-Cent
15 Capital Improvement Sales Tax Stormwater Program; and
16

17 WHEREAS, this project supports City Council Priorities to Promote Quality of
18 Place and Economic Vitality.
19

20 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
21 SPRINGFIELD, MISSOURI, as follows, that:
22

23 Section 1 – The City Manager, or his designee, is authorized to apply for and
24 accept a grant from the Missouri Department of Natural Resources in the amount of
25 \$175,637.50 to support construction of stormwater improvements on Fassnight Creek at
26 the Art Museum, by executing a grant application in substantially the same form as
27 “Exhibit A,” which is attached hereto and incorporated by reference; and to do all things
28 necessary to execute such documents as required to receive and disburse such funds.
29

30 Section 2 – City Council hereby authorizes the amendment of the budget of the
31 Department of Public Works for Fiscal Year 2019-2020 in the accounts and in the
32 amounts shown on Budget Adjustment No. 010, upon the awarding of grant funds, said

Budget Adjustment to be in the form of "Exhibit B," which is attached hereto and incorporated herein by this reference.

Section 3 – City Council hereby finds and declares this Ordinance relates to the acceptance of a grant from a state or federal agency and pursuant to Section 2.16(25) of the City Charter, this Ordinance shall require one reading. Therefore, this Ordinance shall be in full force and effect from and after passage.

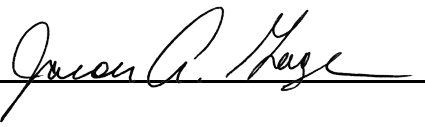
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019- 227

FILED: 10-01-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to apply for and accept a grant in the amount of \$175,637.50 from the Missouri Department of Natural Resources to support construction of a Stormwater Improvement Project on Fassnacht Creek at the Springfield Art Museum; and to amend the budget of the Department of Public Works for Fiscal Year 2019-2020 in that amount upon award of the grant.

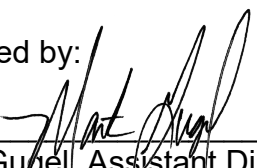
BACKGROUND INFORMATION:

As part of the Master Plan for the Springfield Art Museum, Fassnacht Creek will be restored to a naturalized channel for flood mitigation, and water quality benefit. The project will improve approximately 1,000 linear feet of existing concrete channel. The project construction activities shall include demolition and removal of the existing concrete channel lining, channel cross section modification, and site vegetation restoration. The primary project objectives are to naturalize the channel and reduce the risk of flooding to the Art Museum and surrounding residential properties. This project is consistent with channel improvements shown in the Art Museum Master Plan.

REMARKS: This Council Bill will authorize the City of Springfield to apply for and accept the grant if awarded. Matching funds for construction will be provided through the $\frac{1}{4}$ Cent Capital Improvements Sales Tax Stormwater Program. Public Works recommends approval of this Council Bill and budget adjustment.

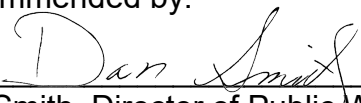
This project supports the City Council Priorities to Promote Quality of Place and Economic Vitality.

Submitted by:



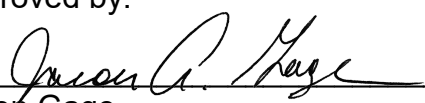
Martin Gugel, Assistant Director of Public Works

Recommended by:



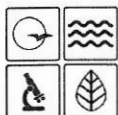
Dan Smith, Director of Public Works

Approved by:



Jason Gage,
City Manager

Exhibit A



MISSOURI DEPARTMENT OF NATURAL RESOURCES WATER PROTECTION PROGRAM, FINANCIAL ASSISTANCE CENTER STORMWATER GRANT OR LOAN APPLICATION

Submit to: P.O. Box 176, Jefferson City, MO 65102-0176
Attn: Financial Assistance Center

FOR OFFICE USE ONLY

DATE RECEIVED

LOAN/ GRANT NUMBER

APPLICANT INFORMATION

APPLICANT NAME City of Springfield, Missouri		FEDERAL TAX ID NUMBER / DUNS NUMBER 44-6000268	
MAILING ADDRESS 840 N. Boonville Ave.			
CITY Springfield	STATE Missouri	ZIP CODE + FOUR 65802	COUNTY Greene
TELEPHONE NUMBER WITH AREA CODE (417) 864-1990 Ext.		APPLICANT EMAIL ADDRESS kpreston@springfieldmo.gov	
AUTHORIZED REPRESENTATIVE NAME		AUTHORIZED REPRESENTATIVE TITLE	
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION Kirkland Preston		TELEPHONE NUMBER WITH AREA CODE (417) 684-1990 Ext.	
STATE SENATE DISTRICT NUMBER(S) FOR PROJECT Senate District 30		STATE REPRESENTATIVE DISTRICT NUMBER(S) FOR PROJECT Congressional District 7, House District 134	

ENGINEERING CONSULTANT INFORMATION

CONSULTING ENGINEER HDR, Inc.		
CONSULTANT MAILING ADDRESS 2139 E. Primrose, Ste. E		
CITY Springfield	STATE MO	ZIP CODE + FOUR 65804
CONSULTANT TELEPHONE NUMBER WITH AREA CODE 4173516500 Ext.		CONSULTANT EMAIL ADDRESS eric.dove@hdrinc.com

GENERAL AND FINANCIAL INFORMATION

Current Monthly User Charge Storm Water: (Attach Current Rate Ordinances) \$ 0.00 (NO MONTHLY USER CHARGES)		
Population Served: 168,122 (July 1, 2018 est.)		Number of Customers: no direct user charges
Does applicant have an adequate accounting system? (Attach latest year-end financial report or audit) ☒ Yes ☐ No		
Amount of Storm Water Operating Reserve \$ * FINANCIAL RPT ATTACHED	Median Household Income of Service Area \$ 34,775.00	Outstanding Storm Water Debt \$ * FINANCIAL RPT ATTACHED

ESTIMATED PROJECT COST INFORMATION (Please see 10 CSR 20-4.061 (5) for cost eligibility) Attach additional pages as needed.

Cost Estimate Dated: June 2019	Grant	Loan	If Applicable: How will the applicant repay the loan? If by rate increase, indicate the new user rate. Not Applicable
Land	\$	\$ 0.00	
Administrative/Legal	\$	\$ 0.00	
Engineering – Planning and Design	\$	\$ 0.00	
Engineering – Construction Services	\$	\$ 0.00	
Engineering – Construction Inspection	\$	\$ 0.00	
Construction	\$175,637.50	\$ 0.00	
Equipment	\$	\$ 0.00	Bond Information/Debt Instrument
Storm Water Control Plan Development	\$	\$ 0.00	
Contingency (5% of Construction)	\$	\$ 0.00	
Total Project Costs	\$	\$ 0.00	
Closing Costs (Loan Only) (Typically \$1,000)	\$	\$ 0.00	
Loan amount requested	\$	\$ 0.00	☐ General Obligation Bonds \$
			☐ Revenue Bonds \$
			☐ No Bonds Available

PROJECT DESCRIPTION	
(ATTACH ADDITIONAL PAGES AS NEEDED OR ENGINEERING REPORT, IF AVAILABLE) The project consists of channel improvements at a portion of the Fassnacht Creek open channel, located south of the Springfield Art Museum at 1111 E. Brookside Drive in Springfield, MO. The project consists of demolition and removal of the existing concrete channel lining and limestone facing so that the channel can be naturalized. In addition, channel cross section modifications are planned to widen the channel at specific locations in the reach. To accommodate the channel widening, a portion of the existing parking lot for the Springfield Art Museum will be removed to allow for construction of the naturalized channel. The overall result of the project will be a net reduction in the impervious surfacing at the Springfield Art Museum. In addition to removal of impervious concrete and asphalt surfacing, the project consists of planting the channel with plants native to Missouri for aesthetic and water quality purposes. Excerpts from the Springfield Art Museum Master Plan are attached to this application to show the channel. The overall objective of the project is to modify and naturalize the channel to reduce FEMA floodplain impacts to the Springfield Art Museum and surrounding properties. The design consultant shall be responsible hydraulic modeling and FEMA submittals (CLOMR and LOMR) as part of the design scope of work.	
STORM WATER COORDINATING COMMITTEE	
☒ Applicant has formed a Storm Water Coordinating Committee (see 10 CSR 20-4.061 (2)(I)). Please list members: City of Springfield Public Works Stormwater Division Personnel: Chris Dunnaway, PE - Principal Stormwater Engineer, Julie Hawkins, PE, Kirkland Preston, PE, and Zach Mills, EIT	
ADDITIONAL DOCUMENTATION	
THE APPLICANT HAS INCLUDED WITH THIS APPLICATION: ☒ Comprehensive Storm Water Management Plan (see 10 CSR 20-4.061 (3)(D) for requirements) ☒ Project Specific Basin Plan (see 10 CSR 20-4.061 (3)(D)2 for requirements) ☒ Resolution of Governing Body designating an authorized representative (form attached)	
CERTIFICATION	
The undersigned authorized representative certifies that the information submitted in this application is true and correct to the best of his/her knowledge and that he/she is authorized to sign and submit this application. The applicant agrees, if a loan and/or grant is awarded on the basis of this application, to comply with all applicable rules and regulations of the Department of Natural Resources and the terms and conditions of the loan and/or grant agreement. Incomplete applications will be returned.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
NAME AND OFFICIAL TITLE (TYPE OR PRINT)	TELEPHONE NUMBER WITH AREA CODE Ext.
PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)	
SIGNATURE OF PREPARER	DATE
NAME AND TITLE (PRINT OR TYPE) Kirkland Preston - Professional Engineer	TELEPHONE NUMBER WITH AREA CODE (417) 864-1990 Ext.

MO 780-2882 (06/19)

RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo.).

WHEREAS under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by _____
(governing body of applicant)

1. That _____ be and he/she is hereby authorized to execute and
(designated official)
file an application on behalf of _____
(legal name of applicant)
with the State of Missouri for a loan and/or grant to aid in the construction of:

(brief project description)

2. That _____,
(name of authorized official) (title)

he/she is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____ of the
(title of officer)

_____, does hereby certify: That the attached resolution is a
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the
_____ held on the _____ day of _____,
(name of the governing body of applicant)

_____; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____.

(signature of recording officer)

(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

July 2, 2019

Ms. Carrie Lamb, Water Quality Coordinator
City of Springfield Public Works
290 East Central Street
Springfield, MO 65802

RE: City of Springfield Public Works – Stormwater Letter of Commitment

Dear Ms. Lamb:

The Missouri Department of Natural Resources is pleased to offer funds for storm water loans and grants to first class counties, entitlement cities, and the Metropolitan St. Louis Sewer District (MSD) for storm water control projects. Storm water control projects include control plans, stormwater studies, and construction projects.

The program is administered under 10 CSR 20-4.061 Storm Water Grant and Loan Program. Available funds must be distributed proportionately to eligible recipients by latest census population. The 2010 census was used to calculate the City of Springfield's share. Enclosed is a chart detailing the distribution of loan and grant funds that are available to eligible entities.

The City of Springfield is eligible for grant funds of \$175,637.50 and loan funds of \$175,637.50. Grant allocations can be used for 50 percent project cost. The city must provide 50 percent match, which may come from the city loan allocation.

Please consider this as a letter of intent to provide funds to the city. Recipients interested in applying for this funding opportunity should return a complete application by **November 30, 2019**. If a complete application is not received by that date, the funds allocated to you will be recovered and re-offered to other eligible storm water entities. Complete applications will include a basin plan for the project. Basin plan requirements are detailed in 10 CSR 4.061 (3) General Requirements.

Each eligible recipient must form a Storm Water Coordinating Committee (SCC). For entitlement cities, the SCC shall consist of a committee or organization unit designated by the city. In St. Louis City and County, the SCC shall consist of a committee or organizations unit designated by the Executive Director of MSD. In all other eligible counties, the SCC must be representative of the county government and incorporated municipalities in the county. When choosing projects, keep in mind that construction projects funded by these grant and loan monies must be awarded within 12 months of this letter. For planning projects, some funds must be spent within 24 months of this letter. In order to meet these deadlines, you should proceed with project development as quickly as possible once your application is accepted.

Ms. Carrie Lamb, Water Quality Coordinator
July 2, 2019
Page 2

Due to the limited nature of funds, the City of Springfield may choose to allocate funds they do not intend to use to Greene County. To relinquish funds, please send a letter to Greene County clearly stating that the city does not intend to use their storm water allocation. Please state if you are relinquishing grant or loan (or both) funds and the amount, and provide a copy of the letter to me at the address below.

An application for this opportunity is enclosed and is available at the following address: <https://dnr.mo.gov/forms/docs/780-2882-f.pdf>. Please contact Ms. Emilie Peterson, at 573-526-0828 or Emilie.Peterson@dnr.mo.gov, with any questions. The application should be returned to Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176. Thank you.

Sincerely,

WATER PROTECTION PROGRAM



Hannah Humphrey, Director
Financial Assistance Center

HH:epn

Enclosures



MISSOURI DEPARTMENT OF NATURAL RESOURCES
WATER PROTECTION PROGRAM, FINANCIAL ASSISTANCE CENTER
STORMWATER GRANT OR LOAN APPLICATION

Submit to: P.O. Box 176, Jefferson City, MO 65102-0176
Attn: Financial Assistance Center

FOR OFFICE USE ONLY

DATE RECEIVED

LOAN/ GRANT NUMBER

APPLICANT INFORMATION			
APPLICANT NAME		FEDERAL TAX ID NUMBER / DUNS NUMBER	
MAILING ADDRESS			
CITY	STATE	ZIP CODE + FOUR	COUNTY
TELEPHONE NUMBER WITH AREA CODE Ext.		APPLICANT EMAIL ADDRESS	
AUTHORIZED REPRESENTATIVE NAME		AUTHORIZED REPRESENTATIVE TITLE	
NAME OF PERSON TO CONTACT ABOUT THIS APPLICATION		TELEPHONE NUMBER WITH AREA CODE Ext.	
STATE SENATE DISTRICT NUMBER(S) FOR PROJECT		STATE REPRESENTATIVE DISTRICT NUMBER(S) FOR PROJECT	
ENGINEERING CONSULTANT INFORMATION			
CONSULTING ENGINEER			
CONSULTANT MAILING ADDRESS			
CITY	STATE	ZIP CODE + FOUR	
CONSULTANT TELEPHONE NUMBER WITH AREA CODE Ext.		CONSULTANT EMAIL ADDRESS	
GENERAL AND FINANCIAL INFORMATION			
Current Monthly User Charge Storm Water: (Attach Current Rate Ordinances) \$			
Population Served:		Number of Customers:	
Does applicant have an adequate accounting system? (Attach latest year-end financial report or audit) ☐ Yes ☐ No			
Amount of Storm Water Operating Reserve \$	Median Household Income of Service Area \$	Outstanding Storm Water Debt \$	
ESTIMATED PROJECT COST INFORMATION (Please see 10 CSR 20-4.061 (5) for cost eligibility) Attach additional pages as needed.			APPLICANT FINANCIAL INFORMATION
Cost Estimate Dated:	Grant	Loan	If Applicable: How will the applicant repay the loan? If by rate increase, indicate the new user rate.
Land	\$	\$	
Administrative/Legal	\$	\$	
Engineering – Planning and Design	\$	\$	
Engineering – Construction Services	\$	\$	
Engineering – Construction Inspection	\$	\$	
Construction	\$	\$	
Equipment	\$	\$	Bond Information/Debt Instrument
Storm Water Control Plan Development	\$	\$	Date of Ballot Approval:
Contingency (5% of Construction)	\$	\$	Anticipated Date for Bond Election:
Total Project Costs	\$	\$	☐ General Obligation Bonds \$
Closing Costs (Loan Only) (Typically \$1,000)	\$	\$	☐ Revenue Bonds \$
Loan amount requested	\$	\$	☐ No Bonds Available

MO 780-2882 (06/19)

PROJECT DESCRIPTION

(ATTACH ADDITIONAL PAGES AS NEEDED OR ENGINEERING REPORT, IF AVAILABLE)

STORM WATER COORDINATING COMMITTEE☐ Applicant has formed a Storm Water Coordinating Committee (see 10 CSR 20-4.061 (2)(I)). Please list members:**ADDITIONAL DOCUMENTATION**

THE APPLICANT HAS INCLUDED WITH THIS APPLICATION:

- ☐ Comprehensive Storm Water Management Plan (see 10 CSR 20-4.061 (3)(D) for requirements)
- ☐ Project Specific Basin Plan (see 10 CSR 20-4.061 (3)(D)2 for requirements)
- ☐ Resolution of Governing Body designating an authorized representative (form attached)

CERTIFICATION

The undersigned authorized representative certifies that the information submitted in this application is true and correct to the best of his/her knowledge and that he/she is authorized to sign and submit this application. The applicant agrees, if a loan and/or grant is awarded on the basis of this application, to comply with all applicable rules and regulations of the Department of Natural Resources and the terms and conditions of the loan and/or grant agreement. **Incomplete applications will be returned.**

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

NAME AND OFFICIAL TITLE (TYPE OR PRINT)

TELEPHONE NUMBER WITH AREA CODE

Ext.

PREPARER'S NAME AND SIGNATURE (IF APPLICABLE)

SIGNATURE OF PREPARER

DATE

NAME AND TITLE (PRINT OR TYPE)

TELEPHONE NUMBER WITH AREA CODE

Ext.

MO 780-2882 (06/19)

**RESOLUTION OF GOVERNING BODY OF APPLICANT
RESOLUTION NO. _____**

Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo.).

WHEREAS under the terms of the Missouri Clean Water Law, Section 644, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

NOW, THEREFORE, be it resolved by _____
(governing body of applicant)

- 1. That _____ be and he/she is hereby authorized to execute and**
(designated official)
file an application on behalf of _____
(legal name of applicant)
with the State of Missouri for a loan and/or grant to aid in the construction of:

(brief project description)

- 2. That _____,**
(name of authorized official) *(title)*

he/she is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

CERTIFICATE OF RECORDING OFFICER

The undersigned, duly qualified and acting _____ of the
(title of officer)

_____, does hereby certify: That the attached resolution is a
(legal name of applicant)

true and correct copy of the resolution adopted at a legally convened meeting of the
_____ held on the _____ day of _____
(name of the governing body of applicant)

_____ ; and further that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of

_____, _____.

(signature of recording officer)

(title of recording officer)

SEAL (If applicant has an official seal, impress here.)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
010

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46080	20	73020	416020	102761	00000	175,637.50	Missouri Department of Natural Resources State Grant Revenues
Net Revenue Adjustment						175,637.50	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46080	20	73020	509110	102761	00000	175,637.50	Fassnight Creek Stormwater Improvements near the Art Museum
Net Expenditure Adjustment						175,637.50	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate Missouri Department of Natural Resources state grant funds for partial funding of the Fassnight Creek Stormwater Improvements near the Art Museum to reduce the risk of flooding in the surrounding area.

Requested By:

Don Smith 10/2/19
Department Head Date

Approved By:

DL Hill 10/2/19
Director of Finance Date

Authorization:

Council Bill No. 2019-227
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

34
35 Section 2 – The budget of the City’s Department of Workforce Development, for
36 Fiscal Year 2019-2020, is hereby amended in the accounts and in the amounts as
37 shown on Budget Adjustment No. 012 in the Amount of \$440,000.00, for the Skill UP
38 Program serving participants with children, a copy of which is attached hereto and
39 incorporated herein by reference as “Exhibit A,” and Budget Adjustment No. 013 in the
40 amount of \$44,000.00, for the SkillUp Program serving participants without children, a
41 copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”
42

43 Section 3 – City Council finds that the budget adjustments made above have
44 been recommended by the City Manager.
45

46 Section 4 – The City Manager is directed to cause the appropriate accounting
47 entries to be made in the books and records of the City. In the event additional funding
48 is provided under this grant by the grantor, the Director of Finance is hereby authorized
49 to adjust this appropriation by an amount not to exceed 20 percent.
50

51 Section 5 – City Council hereby finds and declares that this Ordinance authorizes
52 the acceptance of grant funds from the State of Missouri and may be passed as a one-
53 reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the
54 acceptance of grant funds from a state or federal agency. Therefore, this Ordinance
55 shall be in full force and effect from and after passage.
56

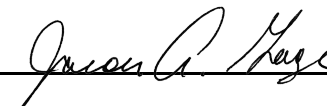
57 Passed at meeting: _____
58

59 _____
60 Mayor
61

62 Attest: _____, City Clerk
63

64 Filed as Ordinance: _____
65

66
67 Approved as to form:  _____, Assistant City Attorney
68

69
70 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-234

FILED: 10-01-19

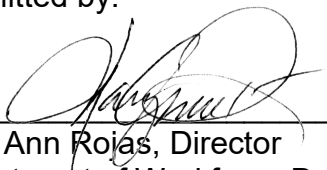
ORIGINATING DEPARTMENT: Workforce Development

PURPOSE: Authorizing the City Manager, or his designee, to accept funding from the Missouri Department of Social Services in the amount of \$484,000.00 for the SkillUp Program to provide assistance with job skills and trainings to individuals receiving Supplemental Nutrition Assistance Program Benefits; and amending the budget for the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of \$484,000.00.

BACKGROUND: The Missouri Department of Social Services has allocated funds in the amount of \$484,000.00 to the Ozark Region Department of Workforce Development to address generational poverty and help individuals receiving Supplemental Nutrition Assistance Program ("SNAP") Benefits with additional job trainings and skills to obtain gainful employment and reduce the need for public social services programs. Of the total, \$440,000 will be allocated to the SkillUp Program that serves volunteers with children and \$44,000.00 will be specifically used for training of volunteers without children that are currently receiving SNAP Benefits in the SkillUp Program. The SkillUp Program will help individuals aged 16-59 that receive SNAP Benefits with job trainings, additional job skills, and connecting with employers to obtain a job or a better job. The SkillUp Program will begin on October 1, 2019, and end May 31, 2020.

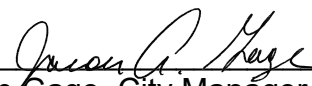
REMARKS: This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for acceptance of funds from a state or federal agency

Submitted by:



Mary Ann Rojas, Director
Department of Workforce Development

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
012

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24130	21	28210	416010			\$ 440,000.00	FEDERAL GRANT REVENUE - SKILLUP 2.0 (TANF)
Net Revenue Adjustment						\$ 440,000.00	

Expenditures:

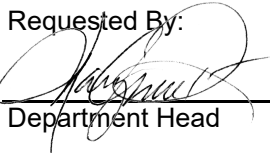
Fund	Dept	Org	Account	P&G	Location	Amount	Description
24130	21	28110	505820			\$ 6,363.64	BUILDING RENT
24130	21	28210	500110			40,000.00	BASE SALARIES
24130	21	28210	500210			6,926.36	LAGERS CONTRIBUTION
24130	21	28210	500250			3,060.00	FICA CONTRIBUTION
24130	21	28210	500260			4,000.00	HEALTH INS CONTRIBUTION
24130	21	28210	500280			400.00	WORKMENS COMP CONTRIBUTION
24130	21	28210	501240			1,000.00	OFFICE SUPPLIES
24130	21	28210	505690			750.00	TRAVEL
24130	21	28210	502530			9,000.00	PARTICIPANT WAGES
24130	21	28210	502540			1,000.00	PARTICIPANT FRINGE
24130	21	28210	502645			350,000.00	TUITION ASSISTANCE - ITA
24130	21	28210	502580			1,000.00	VOUCHER - EMERGENCY TRANSPORTATION
24130	21	28210	502610			5,000.00	WORK RELATED EXPENSE
24130	21	28210	505820			4,000.00	BUILDING RENT
24130	21	28210	502380			1,500.00	PRINTING AND BINDING
24130	21	28210	502010			5,000.00	ADVERTISING (OUTREACH)
24130	21	28210	504590			1,000.00	PROFESSIONAL DEVELOPMENT
Net Expenditure Adjustment						\$ 440,000.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2019-20 budget by appropriating federal grant revenue to support the Department of Workforce Development SkillUP program that serves participants with children.

Requested By:


Department Head
10/2/19
Date

Approved By:


Director of Finance
10/2/19
Date

Authorization:

Council Bill No. 2019-234
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
013

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24130	21	28210	416010			\$ 44,000.00	FEDERAL GRANT REVENUE - SKILLUP 1.0 (TANF - 100%)
Net Revenue Adjustment						\$ 44,000.00	

Expenditures:

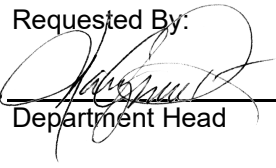
Fund	Dept	Org	Account	P&G	Location	Amount	Description
24130	21	28210	502645			\$ 44,000.00	TUITION ASSISTANCE - ITA
Net Expenditure Adjustment						\$ 44,000.00	

Fund Balance Appropriation:

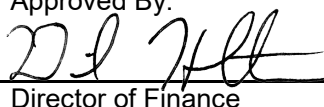
Fund	Title	Amount

Explanation: To amend the FY2019-20 budget by appropriating federal grant revenue to support the Department of Workforce Development SkillUP program that serves participants without children.

Requested By:


Department Head
10/2/19
Date

Approved By:


Director of Finance
10/2/19
Date

City Manager
Date

Authorization:

Council Bill No. 2019-234
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. X
Pgs. 36
Filed: 10-01-19

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 – 228

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 2.2 acres of property,
3 generally located at 852 and 906 South National Avenue and 1224 and
4 1234 East Page Street, from R-HD, High-Density Multifamily Residential
5 District and R-SF, Single-Family Residential District within Urban
6 Conservation District No. 2, Areas A and D, to Planned Development No.
7 372; and adopting an updated Official Zoning Map. (Planning and Zoning
8 Commission and Staff recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 852 and 906 South National Avenue and 1224 and 1234 East Page
13 Street, which is more fully described on "Exhibit A," from R-HD, High-Density Multifamily
14 Residential District and R-SF, Single-Family Residential District within Urban
15 Conservation District No. 2, Areas A and D to Planned Development No. 372; and
16

17 WHEREAS, following proper notice, a public hearing was held before the
18 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
19 hearing being attached hereto as "Exhibit B" and incorporated herein by this reference,
20 and said Commission made its recommendation; and
21

22 WHEREAS, the City has reviewed the applicant's request and prepared a staff
23 report concerning the application which is attached hereto as "Exhibit C;" and
24

25 WHEREAS, proper notice was given of a public hearing before City Council, and
26 said hearing was held in accordance with law.
27

28 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
29 SPRINGFIELD, MISSOURI, as follows, that:
30

31 Section 1 – The property described in "Exhibit A" of this Ordinance, which is
32 attached hereto and incorporated herein by this reference, is hereby rezoned from R-
33 HD, High-Density Multifamily Residential District and R-SF, Single-Family Residential

District within Urban Conservation District No. 2, Areas A and D, or such zoning districts as are designated on the official zoning map adopted by City Council, to Planned Development No. 372; the provisions of Urban Conservation District No. 2 shall remain in full force and effect on those portions of the property described in "Exhibit A" which are currently subject to the provisions of Urban Conservation District No. 2; and the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified accordingly.

Section 2 – The property described in "Exhibit A" of this Ordinance shall be subject to the requirements and standards described in "Exhibit 1," which is attached hereto and incorporated herein by this reference, and these requirements, standards, and design shall govern and control the use and development of the land hereby rezoned to Planned Development No. 372.

Section 3 – City Council hereby directs the City Manager, or his 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 36-306, 'Official zoning maps and rules of interpretation.'

Section 4 – 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 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: Richard T. Widen, Assistant City Attorney

Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019 – 228

FILED: 10-01-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 2.2 acres generally located at 852 and 906 South National Avenue and 1224 and 1234 East Page Street from R-HD, High-Density Multifamily Residential District and R-SF, Single-Family Residential District within Urban Conservation District No. 2, Areas A and D, to Planned Development No. 372. (Planning and Zoning Commission and Staff recommend approval.)

BACKGROUND INFORMATION: PLANNED DEVELOPMENT DISTRICT NO. 372

The applicant is proposing to rezone the subject properties generally located at 852 and 906 South National Avenue and 1224 and 1234 East Page Street from a R-HD, High-Density Multifamily Residential District and R-SF, Single-Family Residential District within UCD No 2, Areas A & D to Planned Development No. 372. The applicant is proposing the Planned Development with the intent of developing a mixed-use development (multi-family residential, Baptist Student Union, offices and retail uses). This request is to have a maximum of thirty-eight (38) dwelling units per acre or 83 dwelling units and a maximum of 24,000 square feet for first-floor nonresidential uses (Baptist Student Union, offices, retail and restaurant uses). The Urban Conservation District (Rountree) No. 2 and specific sub-areas will remain in the same location as originally zoned.

The applicant is requesting a maximum residential density of up to 38 dwelling units per acre. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 32 dwelling units per acre. Staff can support an increase in density based on the proximity of the project to the MSU campus, proximity to transit routes and the proposed micro-efficiency apartments. Micro-efficiency apartments are limited to not more than 400 square feet per unit. These one-bedroom apartments would generate less traffic and parking impacts than a similar number of three or four bedroom apartments permitted by the current zoning. In addition, the proposed mixed-use development will provide services to the development, the adjoining neighborhood and campus in a walkable environment. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached as "Exhibit C - Attachment 3".

The subject property will have to meet the off-street parking requirements for residential and commercial uses except that religious student union or worship assembly (church associated uses) off-street parking are to be assessed at 50% due to internal capture of residents onsite. Also, the zoning ordinance allows for up to a 10% off-street parking reduction for bicycle parking (one space per two bike spaces). The proposed PD is

reducing the number of parking spaces by 20% by providing bicycle parking spaces at a rate of two (2) bicycle spaces for each required off-street automobile parking space. This is the same language as permitted in the UN, University Combining District. Staff believes this development has similar characteristics to this district with its proximity to the MSU campus. "Exhibit 2" is an illustration of off-street parking calculations if the property is developed as proposed. Final off-street parking calculations shall be reviewed and approved at Final Development Plan stage.

The Major Thoroughfare Plan classifies National Avenue as a primary arterial and Page Street is classified as a local roadway. A Traffic Impact Study ("TIS") is required as a part of this development. The proposed development creates an increase in trip generation in the AM/PM peaks, as well as the daily peaks during the week and on the weekends. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed prior to approval of the construction plans.

REMARKS:

The Planning and Zoning Commission held a public hearing on September 12, 2019, and recommended to approve the proposed Planned Development No. 372, by a vote of 7 to 0.

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

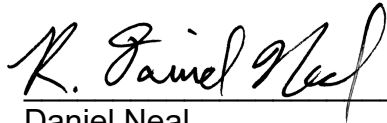
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan*, *Rountree Neighborhood Plan*, and *Rountree Urban Conservation District* support the rezoning of the subject properties.
2. This area is located within the Missouri State University and Vicinity (Major) Activity Center as designated in the *Growth Management and Land Use Plan* Element of the *Comprehensive Plan*. The MSU campus is a significant location of employment, housing, business and entertainment. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties fit these criteria.
3. This rezoning request is consistent with a previously approved request along National Avenue to the north i.e. PD 356 (aka Boomertown).
4. This proposal did require a Multi-Family Location and Design Guidelines assessment. The request is consistent with the Revised Multi-Family Development Location and Design Guidelines as approved by the Planning and

Zoning Commission and City Council (see attached assessment on "Exhibit C - Attachment 3").

5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:


Daniel Neal
Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:

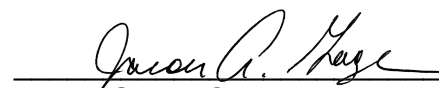

Jason Gage, City Manager

Exhibit A, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Development Review Staff Report

Attachment 1, Department Comments
Attachment 2, Neighborhood Meeting Summary
Attachment 3, Multi-Family Location and Design Guideline Assessment

PLANNED DEVELOPMENT 372 EXHIBITS:

Exhibit 1, Requirements and Standards Applicable to Planned Development
District No. 372
Exhibit 2, Preliminary Development Site Plan
Exhibit 3, Planned Development Rendering

Exhibit A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT 372

THAT CERTAIN PARCEL OF TRACT OF LAND BEING A PART OF LOT 8 OF GEORGE M. JONES FIRST ADDITION, A RECORDED SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE PLATTED NORTHWEST CORNER OF SAID LOT 8;
THENCE, S01°30'53"W, A DISTANCE OF 20.00 FEET;
THENCE, S88°29'07"E, A DISTANCE OF 223.37 FEET TO AN EXISTING 5/8" IRON PIN AND THE POINT OF BEGINNING;
THENCE, ALONG THE APPARENT SOUTH RIGHT-OF-WAY LINE OF PAGE STREET FOR THE FOLLOWING TWO (2) DESCRIBED COURSES:
THENCE, S88°29'07"E, A DISTANCE OF 80.00 FEET TO AN EXISTING STONE MARKER;
THENCE, S88°39'51"E, A DISTANCE OF 79.81 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, S01°29'38"W, A DISTANCE OF 198.00 FEET TO AN EXISTING TREE;
THENCE, S88°41'58"E, A DISTANCE OF 72.05 FEET TO AN EXISTING AXLE;
THENCE, S01°27'35"W, A DISTANCE OF 99.63 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, N88°44'20"W, A DISTANCE OF 456.68 FEET TO AN EXISTING 5/8" IRON PIN, SAID POINT BEING ON THE APPARENT EAST RIGHT-OF-WAY LINE OF NATIONAL AVENUE;
THENCE, ALONG SAID APPARENT EAST RIGHT-OF-WAY LINE, FOR THE FOLLOWING TWO (2) DESCRIBED COURSES:
THENCE, N01°45'39"E, A DISTANCE OF 99.94 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, N01°43'50"E, A DISTANCE OF 90.03 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, S88°41'36"E, A DISTANCE OF 119.00 FEET TO AN EXISTING 5/8" IRON PIN;
THENCE, S87°47'51"E, A DISTANCE OF 103.93 FEET;
THENCE, N02°00'20"E, A DISTANCE OF 109.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.2 ACRES, MORE OR LESS.

Exhibit B

**RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT 372
RECORD OF PROCEEDINGS**

Planning and Zoning Commission – September 12, 2019

Planned Development 372

852 & 906 South National Avenue and 1224 & 1234 East Page Street

Applicant: Missouri Baptist

Mr. Hosmer stated that this is a request to rezone approximately 2.2 acres generally located at 852 & 906 S. National Avenue and 1224 & 1234 E. Page Street from a R-HD, High-Density Multifamily Residential District and R-SF, Single-Family Residential District within UCD No 2, Areas A & D to Planned Development No. 372 for a mixed-use development. The Comprehensive Plan, Rountree Neighborhood Plan, and Rountree Urban Conservation District support the rezoning of the subject properties. This area is located within the Missouri State University and Vicinity (Major) Activity Center. Rountree Neighborhood Plan goal is to promote sustainable, mixed-use, pedestrian-oriented development opportunities. The Plan's vision for the National Avenue Corridor Sub-Area is to re-envision the corridor to function as a gateway and front door to the neighborhood from the Missouri State campus, with improved utility infrastructure, pedestrian and bicycle safety and amenities, and a high-quality streetscape to support a vibrant, complete street, mixed-use nodes and civic development, with its own identity and image that enhances the unique character of Rountree and its neighbors. The applicant is proposing to develop a mixed-use development (multi-family residential, Baptist Student Union, offices and retail uses). The Major Thoroughfare Plan classifies National Avenue as a primary arterial and Page Street is classified as a local roadway. A Traffic Impact Study (TIS) is required as a part of this development (10 feet of additional right-of-way along National Avenue and 8 feet along Page Street). The property is located within the Fassnight Creek drainage area; and is not in stream buffer. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. The applicant is requesting a residential density up to 38 dwelling units per acre. The Multi-Family Development Location and Design Guidelines assessment resulted in a density of 32 dwelling units per acres. Staff supports an increase in density based on the project's proximity to the MSU campus, transit routes and the proposed micro-efficiency apartments. The applicant is proposing 65 micro-efficiency and 17 two-bedroom apartments which equates to approximately 37 dwelling units per acre. This rezoning request is consistent with a previously approved development along National Avenue to the north i.e. PD 356 (aka Boomertown). The PD will allow for 1,500 sf of restaurant space and 1,550 sf of retail space. Amenities will include an onsite volleyball court and park benches provide as shown on the site plan. The PD will also allow for 1 food truck space within the parking lot center (hours of operation 8 AM to 9 PM). A Bufferyard "Type D" at least fifteen (15) feet wide with a 6-foot solid wood fence, masonry/brick wall or evergreen hedge is required adjacent to RSF property. All structures will remain below a 45-degree bulk plane from adjacent R-SF property. The

maximum structure height will be 5 stories or 60 feet. The site plan does allow for a possible bus turn out and possible pedestrian bridge across National Avenue, but these have yet to be finalized. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Billy Kimmons, 400 South Avenue, representing the owner. They have studied the Rountree Plan (UCD) and made sure it complimented the Plan and reached out to the neighborhood and has received support. During the neighborhood meeting there were noted traffic concerns and the developer made parking changes to receive the neighborhood support.

Mr. Chris Wilson, 906 S. National Avenue, representing Missouri Baptist Student Union and states that the neighborhood is excited and wants to provide walkability.

Mr. Doennig closed the public hearing.

Ms. Cox asked about the bus turnout and the in and out on Page Street.

Mr. Hosmer stated that it would be an extension back into the street.

Ms. Cox also asked about the current pedestrian crosswalk and who maintains it.

Ms. Dawne Gardner noted that it is Pedestrian signal only and maintained by the City.

COMMISSION ACTION:

Mr. Jobe motioned to approve Planned Development 372 (852 & 906 South National Avenue and 1224 & 1234 East Page Street). Mr. Rose seconded the motion. Ayes: Doennig, Coltrin, Shuler, Cox, Thomas, Rose, and Jobe. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

SEPTEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING:

OCTOBER 7, 2019



CASE NUMBER:

Planned Development No. 372

LOCATION: 852 & 906 S. National Avenue and 1224 & 1234 E. Page Street

ACRES: 2.2 acres

EXISTING LAND USE:

Baptist Student Union, retail building and parking lot

APPLICANT: Board of Missouri General Baptist Association and Wenping Qui Etal

STAFF: Daniel Neal
Senior Planner, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve rezoning the subject property to Planned Development No. 372

SUMMARY OF REQUEST:

Request to rezone approximately 2.2 acres generally located at 852 & 906 S. National Avenue and 1224 & 1234 E. Page Street from a R-HD, High-Density Multifamily Residential District and R-SF, Single-Family Residential District within UCD No 2, Areas A & D to Planned Development No. 372 for a mixed-use development.

FINDINGS FOR STAFF RECOMMENDATION:

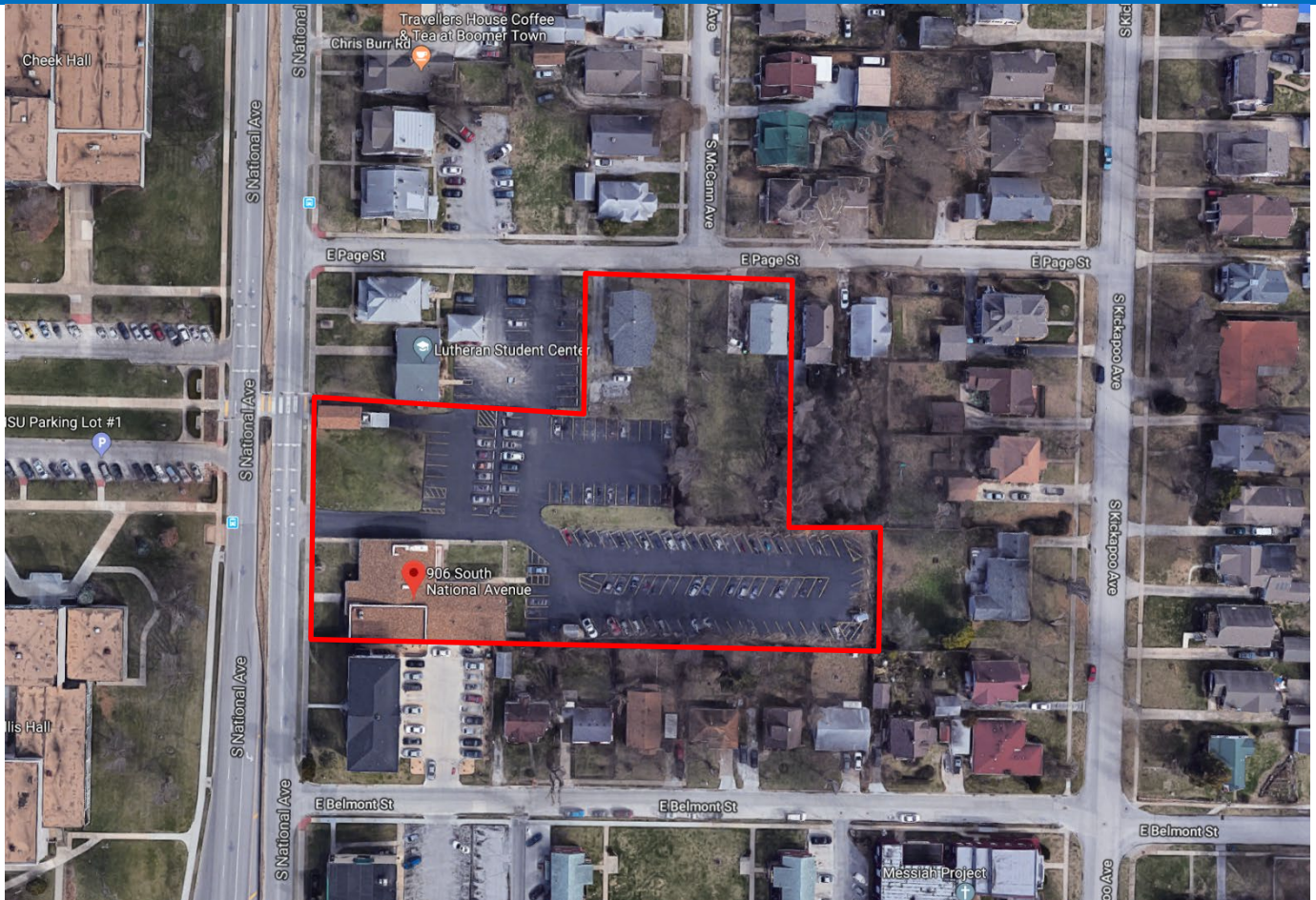
1. The *Growth Management and Land Use Plan*, *Rountree Neighborhood Plan*, and *Rountree Urban Conservation District* support the rezoning of the subject properties.
2. This area is located within the Missouri State University and Vicinity (Major) Activity Center as designated in the *Growth Management and Land Use Plan* Element of the *Comprehensive Plan*. The MSU campus is a significant location of employment, housing, business and entertainment. Activity Centers are identified as areas of significant business and high-density housing. It is intended that additional development be concentrated in and around these activity centers to optimize transportation investments, citizen convenience, investor confidence and a compact growth pattern. Properties within Activity Centers are to be intensively and efficiently used. The subject properties fit these criteria.
3. This rezoning request is consistent with a previously approved development along National Avenue to the north i.e. PD 356 (aka Boomertown).
4. This proposal did require a Multi-Family Location and Design Guidelines assessment. The request is consistent with the Revised Multi-Family Development Location and Design Guidelines as approved by the Planning and Zoning Commission and City Council (see attached assessment).

-
5. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF and R-HD	R-SF and R-HD	R-SF	GI
LAND USE	Single-family and church uses	Single-family and multi-family uses	Single-family uses	Missouri State University

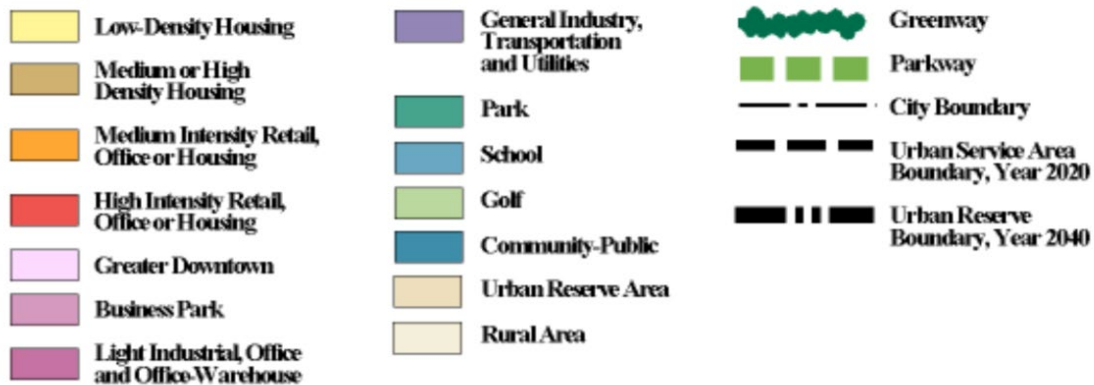
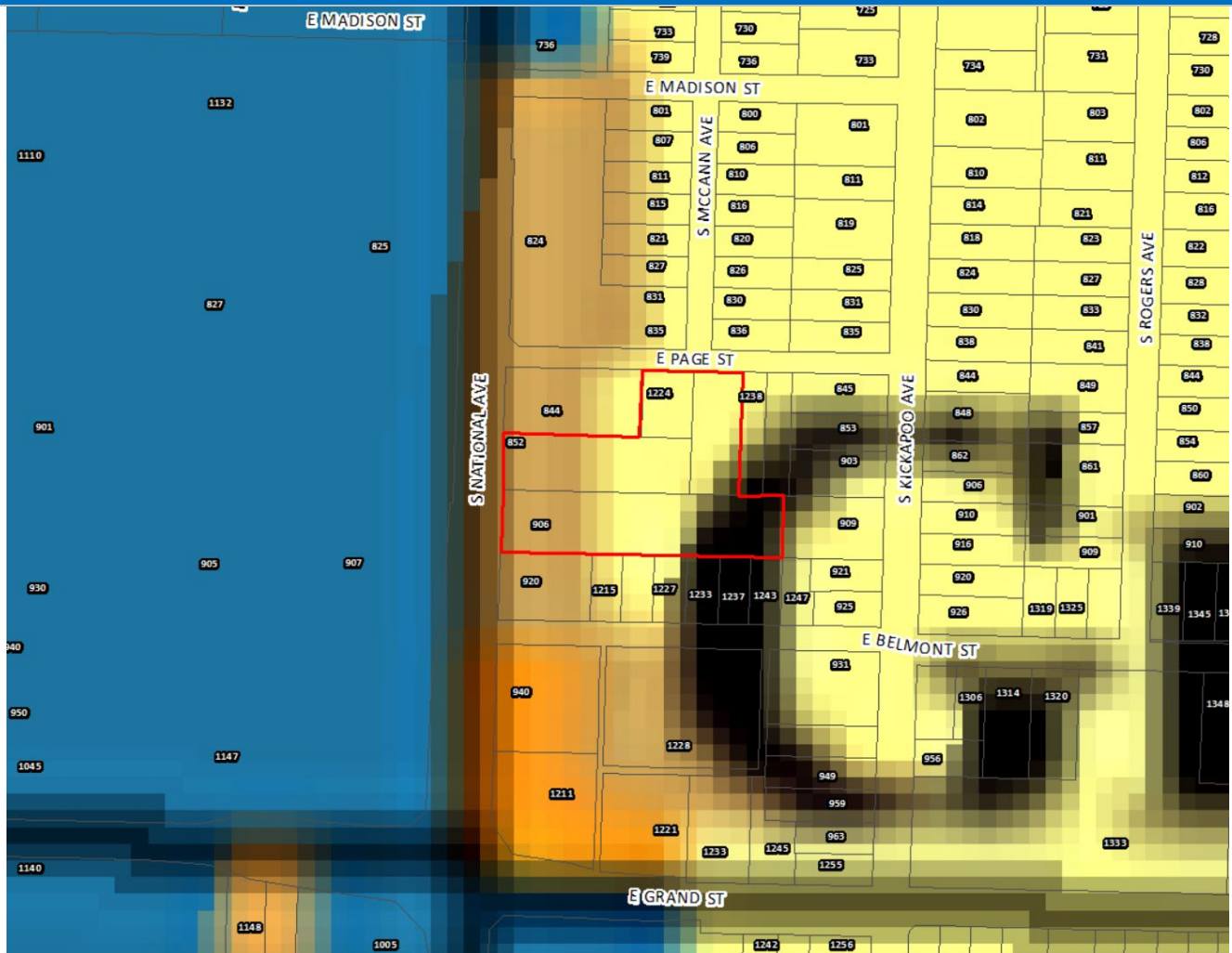
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:

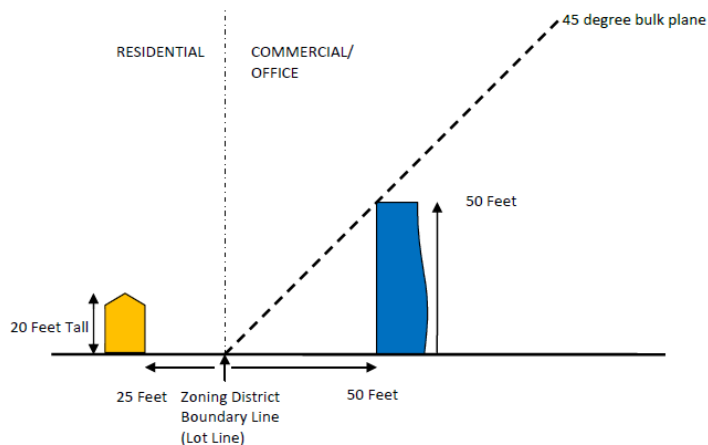


PROPERTY HISTORY:

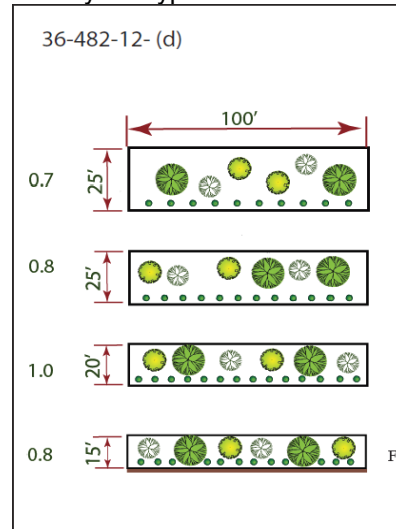
The western portion of the subject property was zoned R-3, Multi-Family District prior to 1995 and was included in the Rountree Urban Conservation District on May 29, 2001. The City's zoning map was amended on January 23, 1995 and zoned this property to R-HD, High-Density Multi-Family Residential District within the Urban Conservation District No. 2 Sub Area D. A part of Rountree UCD Sub Area D was amended in 2014 to allow for retail sales uses in existing buildings along National Avenue between Belmont and Page Streets. The eastern portion of the subject property was zoned R-1, Single-Family Residential prior to 1995 and was included in the Rountree Urban Conservation District on May 29, 2001. The City's zoning map was amended on January 23, 1995 and zoned this property to R-SF, Single-Family Residential District within the Urban Conservation District No. 2 Sub Area A.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR PD 372
Use Limitations	Mobile food vendors must comply with all requirements of 36-452.(3)(b)2. and 36-452.(4), Temporary Uses. The hours of operation for mobile food vendors will be limited to 8:00 a.m. to 9:00 p.m.
Maximum Structure Height	Five (5) stories and/or 60 feet and no portion of a multi-family structure shall be higher than allowed by a forty-five (45) degree bulk plane where the property adjoins an R-SF District.
Front Yard Setback	As shown on the PD Exhibit 2 Site Plan
Side Yard Setbacks	Six (6) feet or as required by <i>Section 36-453, Supplemental Open Space and Yard Regulations</i>
Rear Yard Setbacks	Ten (10) percent of the lot depth but may not be less than ten (10) feet nor will more than twenty (20) feet be required
Open Space Requirement	20% open space
Design Requirements	See Exhibit 1 for details
BULK PLANE	LANDSCAPING



Bufferyard Type D



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies these properties as an appropriate area for Medium- to High-Density Housing on the western portion and Low-Density Housing on the eastern portion; however, a large portion of this site is already developed with the existing Baptist Student Union, a small retail building and off-street parking. The Medium- to High Density Housing category indicates that all various forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and non-residential land uses, and at high-amenity locations. The *Plan* also promotes a policy of generally increasing the compactness of urban development and housing which may be combined in the same building or closely integrated on the same site with retail or office space. Further, the *Plan* promotes the development of well-designed moderate-density housing adjacent to amenities such as shopping, recreational or cultural facilities and employment centers.

The request is consistent with the recommendations of the current Urban Conservation District No 2 regulations and the recently adopted Rountree Neighborhood Plan. The overall goal of the Plan is to promote sustainable, mixed-use, pedestrian-oriented development opportunities.

STAFF COMMENTS:

1. The applicant is proposing to rezone the subject properties generally located at 852 & 906 S. National Avenue and 1224 & 1234 E. Page Street from a R-HD, High-Density Multifamily Residential District and R-SF, Single-Family Residential District within UCD No 2, Areas A & D to Planned Development No. 372. The applicant is proposing the Planned Development with the intent of developing a mixed-use development (multi-family residential, Baptist Student Union, offices and retail uses). This request is to have a maximum of thirty-eight (38) dwelling units per acre or 83 dwelling units and a maximum of 24,000 square feet for first-floor nonresidential uses (Baptist Student Union, offices, retail and restaurant uses).
2. The original Rountree Neighborhood Plan was first completed in July of 1985 and was last amended on May 14, 2001. The Rountree Neighborhood Plan Addendum subscribes to the philosophy and goals originally established in 1985. However, the size of the Rountree Study area has been reduced to the area contained within the boundaries of the Rountree Urban Conservation District. The original plan philosophy states that the Rountree Study Area should continue to serve and house a diverse population close to the center of the city. To do so, it should consist of a mix of land uses which provide a functional, stimulating and livable environment for its residents, including, where appropriate, business, institutional, multi-family and single-family uses. One of the major goals of the supplemental Plan is to maintain the single-family character and integrity of the Rountree study area by focusing special attention on the maintenance of the physical environment and through the elimination of activities which detract from the character and integrity of the neighborhood. Other goals include preserving the street system within the residential portion of the Rountree study area for local use, supporting the harmonious, orderly and efficient use of the National Avenue and Cherry Street corridors and preserving and improving the aesthetic and environmental quality of the Rountree study area.
3. The current Rountree Neighborhood Plan was adopted by City Council on November 19, 2018. The overall goal of the Plan is to promote sustainable, mixed-use, pedestrian-oriented development opportunities. The Plan's vision for the National Avenue Corridor Sub-Area is to re-envision the corridor to function as a gateway and front door to the neighborhood from the Missouri State campus, with improved utility infrastructure, pedestrian and bicycle safety and amenities, and a high-quality streetscape to support a vibrant, complete street, mixed-use nodes and civic development, with its own identity and image that enhances the unique character of Rountree and its neighbors. The Plan's goal for the National Avenue Corridor Sub-Area is to facilitate mixed-use and civic development along National Avenue and guide the stabilization of McCann Avenue through the use, scale and character of development. The Plan recommendation is to establish UCD regulations to facilitate the development of building types of complementary scale and character along National Avenue to serve as a transition to the Rountree Neighborhood, especially the single-family homes along McCann Avenue. It also recommends establishing UCD regulations to facilitate dense, walkable, mixed-use nodes along National Avenue at Elm/Cherry Street and Grand Street to support National Avenue as a future Public Transportation Corridor and improving the walkability and pedestrian safety of National Avenue through public realm enhancements. The Plan recommends buildings in the

National Avenue Corridor Sub-Area to be no taller than 5 stories or 68 feet in height and no building setback requirements which is reflected in the proposed development. The applicant has worked with the Rountree Neighborhood Association to meet the proposed vision for the National Avenue Corridor Sub-Area. Staff reviewed the proposed Planned Development and believes that the recommendations of the Rountree Neighborhood Plan support the rezoning to a Planned Development.

4. Approximately 0.65 acre of the western portion of the site is currently zoned High-Density Multi-Family Residential and can be developed up to 40 dwelling units per acre which equates to 26 dwelling units. The R-HD does not specify a maximum number of bedrooms so they could be from 1 to 4 bedroom units. If developed to the fullest extent, there could be approximately 104 bedrooms on the proposed site. The applicant is proposing 65 micro-efficiency units (one-bedroom unit) and 17 two-bedroom units which equates to 99 bedrooms.
5. The applicant provides the following analysis of the existing permitted density and their proposed project. This excerpt is from the PD 372 Exhibit 1 narrative:

The intent of this planned development is to rezone the subject lots to support a mixed-use development. Currently, the subject property is zoned R-HD to the west and R-SF to the east. The lots will be conveyed under one owner, and a lot combination will be required pending approval of the planned development. All existing structures will be demolished to make way for the new development. Onsite public improvements will be required to relocate a sewer main, and associated easement will need to be relocated as a result of these changes.

This PD is a mixed-use with more micro-efficiency units than other unit types. The proposed development would allow up to 83 dwelling units. This falls within the allowable density if the entire subject property were zoned R-HD. This multi-use development also includes up to 3,000 SF of commercial space, and the remaining first floor will house a non-profit organization. These non-residential uses add diversity that would support the adjacent neighborhood land use plans. The required parking has been calculated so that shared parking could help balance the site and reduce the impact of impervious surface development. A reduced parking density is in line with the neighborhood UCD. Additionally, because of the immediate access to the heart of the University's classroom quadrangle, we would anticipate that many of the students or faculty that reside in the building will be without a vehicle

6. The current Rountree Urban Conservation District Sub-Area D was created to provide for transitional uses necessary for this area and to provide a buffer between single-family areas and higher intensity uses. The regulations were intended to focus dense mixed-use redevelopment along the National Avenue corridor while preventing the encroachment of higher intensity uses into the surrounding single-family residential areas. Staff believes the Rountree UCD (Sub Areas A and D) requirements and standards have been met.
7. The applicant is requesting a maximum residential density of up to 38 dwelling units per acre. The Revised Multi-Family Development Location and Design Guidelines assessment resulted in a density of 32 dwelling units per acre. Staff can support an increase in density based on the proximity of the project to the MSU campus, proximity to transit routes and the proposed micro-efficiency apartments. Micro-efficiency apartments are limited to not more than 400 square feet per unit. These one-bedroom apartments would generate less traffic and parking impacts than a similar number of three or four bedroom apartments permitted by the current zoning. In addition, the proposed mixed-use development will provide services to the development, the adjoining neighborhood and campus in a walkable environment. Further analysis of the proposed development under the Revised Multi-Family Development Location and Design Guidelines is attached (Attachment 3).
8. The Major Thoroughfare Plan classifies National Avenue as a primary arterial and Page Street is classified as a local roadway. A Traffic Impact Study (TIS) is required as a part of this development. The proposed development creates an increase in trip generation in the AM/PM peaks, as well as the daily peaks during the week and on the weekends. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed prior to approval of the construction plans.

9. The existing sanitary sewer that serves the site is a 6-inch liner and has reduced capacity. Capacity of the sewer to accommodate this development will need to be analyzed. Staff is currently reviewing the submitted flow rates and are evaluating the downstream impacts to the public mains. Additional downstream improvements may be required to accommodate the development if there is not adequate capacity. These costs would be at the developer's expense.
10. The subject property will have to meet the off-street parking requirements for residential and commercial uses except that religious student union or worship assembly (church associated uses) off-street parking are to be assessed at 50% due to internal capture of residents onsite. Also, the zoning ordinance allows for up to a 10% off-street parking reduction for bicycle parking (one space per two bike spaces). The proposed PD is reducing the number of parking spaces by 20% by providing bicycle parking spaces at a rate of two (2) bicycle spaces for each required off-street automobile parking space. This is the same language as permitted in the UN, University Combining District. Staff believes this development has similar characteristics to this district with its proximity to the MSU campus. Exhibit 2 is an illustration of off-street parking calculations if the property is developed as proposed. Final off-street parking calculations shall be reviewed and approved at Final Development Plan stage.
11. On-street parking is regulated in the western portion of the Rountree neighborhood due to the close proximity of the Missouri State University campus. Residents in the neighborhood are allowed to park on the street provided a parking permit is displayed on the vehicle. Parking permits are required 24 hours per day, Monday through Saturday in Parking District No. 1. Each dwelling unit within the parking district may obtain 2 parking stickers and 1 visitor's permit. Proof of residency and vehicle information is required for the permits. Vehicles parked on the street that do not display a valid parking permit will be ticketed. Resident parking permits are available from the City's Licensing Division. Staff has prohibited this development from participating in the Rountree on-street parking program thus residents and patrons of the proposed development are not allowed to park along McCann or Page Streets which are within Parking District No. 1.
12. The intent of Exhibit 2 is to show development of this tract in conformance with the requirements of Exhibit 1. The site layout of buildings and parking may shift while still maintaining conformance with Exhibit 1. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by Subsection 36-405 of the Springfield Zoning Ordinance.
13. Upon development of the property a bufferyard is required along the north, south and east property lines adjacent to the R-SF, Single Family Residential zoned property. The bufferyard required is a Bufferyard "Type D" at least fifteen (15) feet wide with a six foot solid wood fence, masonry/brick wall or evergreen hedge. For each one-hundred (100) linear feet of bufferyard, there must be two (2) canopy trees, two (2) understory trees, two (2) evergreen trees and fourteen (14) shrubs. Plantings on utility easements shall be limited to ornamental trees, shrubs and hedges, ground cover and lawn grass. Each required canopy tree may be replaced by two understory or ornamental trees to reduce conflicts with overheard utilities. Plantings in or adjacent to a utility easement shall be coordinated with the utility.
14. Approval of this application will facilitate redevelopment of this property and promote infill development where investments have already been made in public services and infrastructure.
15. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 22, 2019. A summary of the meeting and sign-in sheet is attached (Attachment 2).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events 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.

Notices sent to property owners within 185 feet: Mailed: 29 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS PLANNED DEVELOPMENT 372

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed PD.

CLEAN WATER SERVICES COMMENTS:

1. Public sewer is available for the proposed site however the proposed buildings are shown directly on top of it. If relocating the sewer, public improvement plans would be required. Relocated sewer would need to be 8" diameter.
2. The existing sewer is a 6" liner and has reduced capacity. Capacity of the sewer to accommodate this development will need to be analyzed. We are reviewing the submitted flow rates and are evaluating the downstream impacts to the public mains. Additional downstream improvements may be required to accommodate the development if there is not adequate capacity.
3. Relocating the sewer would not be able to be escrowed since the proposed buildings would be on top of existing sewer that serves offsite areas. Sewer would need to be completed and accepted before issuing building permits.

FIRE COMMENTS:

No comments.

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies N. National Avenue as a Primary Arterial roadway and E. Page Street as a Local roadway. Standard right-of-way widths for S. National Avenue and E. Page Street are 50 feet from centerline and 25 feet from centerline, respectively. It appears that approximately 10 feet of additional right-of-way needs to be acquired along the entire length of the property frontage on S. National Avenue and approximately 8 feet of additional right-of-way needs to be acquired along the entire length of the property frontage on E. Page Street. A survey is recommended to determine the exact amount of existing right-of-way. S. National Avenue and E. Page Street are both City-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on S. National Avenue between Grand Street and Belmont Street is 35,642 vehicles per day. There are no recent traffic counts for this section of E. Page Street. On-street parking is not allowed along S. National Avenue but is allowed along E. Page Street.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. National Avenue that will need to be closed, as it does not meet the minimum 200-foot spacing requirement for a Primary Arterial roadway. Access

is permitted to/from E. Page Street. Any new proposed driveway approach(es) will need to meet minimum spacing requirements from National Avenue.

SIDEWALK

There is existing sidewalk along the property frontages of S. National Avenue and E. Page Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The LINK is approximately a block to the west of the property in question – which connects to many of the Greenway Trails throughout Springfield. There are bus stops along S. National Avenue, and it is the understanding that a new bus stop is being proposed with this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Impact Study (TIS) is required as a part of this development. As can be seen in Table 1 below, the proposed development creates an increase in trip generation in the AM/PM peaks, as well as the daily peaks during the week and on the weekends. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed prior to approval of the construction plans. Public Works does not currently have any plans to make improvements to these sections of National or Page Street.

SITE PLAN

Public Improvement Plans will be required for the planned improvements along National – as well as any improvements that arise from the TIS. With the current configuration and layout of the parking lot, there appears to be some possible circulation issues with the one-way drive aisle. Consider reconfiguring this area. Further discussions will need to be had on the proposed future pedestrian overpass over National. Will need to have further discussion on the media screen that is proposed on glass walkway between buildings to prevent driver distraction. Further comments to come as a more detailed site plan is provided.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. National Avenue	Primary Arterial	No	40	50
Street 2	E. Page Street	Local	Yes	17	25
		AM Peak	PM Peak	Weekday	Sat./Sun.
Existing Trips Generated		5	7	58	50/229
*Proposed Trips Generated		132	181	1798	2030/1106
Additional Trips Generated		127	174	1740	1980/877

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Fassnight Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed and detention will be required. The property is not located in a stream buffer area. Since the project will be disturbing more than one (1) acre, a land disturbance permit is required.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing more than one acre, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. Water quality will still need to be provided if more than one acre is disturbed.

Public Works Stormwater Division	Response
Drainage Basin	Fassnight Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

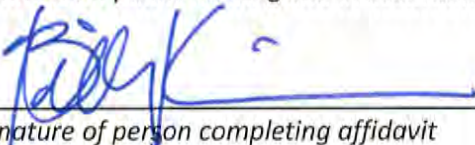
1. Request change to zoning from: R-HD and R-SF to Planned Development
(existing zoning) (proposed zoning)
2. Meeting Date & Time: August 22, 2019 from 4:00pm to 6:30pm
3. Meeting Location: 906 S. National Avenue
4. Number of invitations that were sent: 139
5. How the mailing list was generated: city staff
6. Number of neighbors in attendance (attach a sign-in sheet): 13 (see attached)
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).

See attached.

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

None submitted at the meeting.

I, BILLY KIMMONS (print name), attest that the neighborhood meeting was held on August 22, 2019 (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

BILLY KIMMONS
Printed name of person completing affidavit



August 29, 2019

Application No: PLN2019-00193
Meeting Date: August 22, 2019
Time: 4:00pm to 6:30pm
Location: 906 S. National Avenue
Number of Invitations: 139 sent (list generated by zoning staff)
Number in Attendance: 13 neighbors (see attached log)

Re: Neighborhood Meeting Minutes: rezoning case for 906 S. National Avenue

The neighborhood meeting was held at the project site in accordance with the city's requirements for a rezoning application. There were thirteen (13) neighbors in attendance. No comment cards were turned in. In general, it is my opinion that everyone in attendance offered support for the project. We received several comments about how nice the plans looked, and there was an excitement for the project. Most of the conversation during the meeting was about the specifics of the project. Neighbors wanted to understand what was being proposed.

The questions we did receive all seemed to center around the expected traffic onto Page Street heading east and turning south onto Kickapoo Avenue. Four (4) of the people in attendance live on Kickapoo Avenue. We created a map of the neighborhood and asked attendees to mark where they lived when they arrived. That map is attached to this summary for reference.

We reported that a traffic impact study had been conducted and was being reviewed by the traffic department. The initial findings of the traffic impact study indicated that no public improvements were expected. We made neighbors aware that there are 117 existing parking spaces on the site, and the proposed development is now down to 106 parking spaces. That is a reduction of 11 vehicles on the site. We also discussed how the nature of the traffic pattern is expected to be less. Currently, the on-site parking is largely used by university faculty and staff. These vehicles travel to the site in the morning, and generally leave at the end of the day. The proposed development will be used primarily by residents, many of whom will be students. We anticipate that these residents will either not have vehicles because they are students, or they will not be traveling to and from the site at the same peak hours as it is currently utilized. Neighbors generally agreed with our perspective that the traffic along Page Street and Kickapoo Avenue should not be greatly impacted by this development. One neighbor, Loyce Rushen, expressed concerns about the traffic and did not share this same general feeling.

There was a general opinion that Page Street was too narrow regardless of this development, and neighbors would like to see on-street parking eliminated along that section of Page Street between Kickapoo Avenue and National Avenue.

Respectfully,

Billy Kimmons, AIA
Principal Architect
Hood-Rich Architecture



ATTENDANCE LOG

h

PROJECT	PROJECT #	MEETING DATE	MEETING PURPOSE	
Baptist Student Union Mixed-Use Development	19-113	August 22, 2019	Neighborhood Meeting	
NAME	ORGANIZATION	TYPE OF CONTRACTOR	PHONE	EMAIL
NAME:	HOME ADDRESS:			
Robb Herla		Educational Community CU		robbs@EducationalCU.org
Joel Kaufman		Educational Community CU		joelk@educationalcu.org
Terry Hatch	5713 E. Division			
HING WAH HATCH	" " "			
George A Boyd	2438 S. Farm Rd 123			celticmsu@yahoo.com
Jim Lohmeyer	825 S. WELLS			JimLohmeyer@HondRide.com
Amanda Callaway	838 S. Kickapoo Ave.		—	areft3@mail.missouri.edu
JEFF BARBER	746 S. WELLS	ROUNTREE N.H.		JEFFBARBER@GMAIL.COM
Mark Bradshaw	821 S. McCann			
Loyce Rushen	801 S. Kickapoo			lkrushen@gmail.com
Kevin Rushen	801 S. Kickapoo			krushen@cw.com
Peggy Wise	747 S. Fairway	RNA		plmama524@yahoo.com
Laurel Bryant	1014 S Wells	RNA		laurelrbryant@gmail

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 3 MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT PLANNED DEVELOPMENT 372

The applicant is requesting approval of multi-family apartments on 2.2 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 14 points, thus permitting a residential density of 32 dwelling units/acre. The applicant is currently proposing 65 micro-efficiency and 17 two-bedroom apartments which equates to approximately 37 dwelling units per acre; however, the applicant is requesting the flexibility to develop up to 38 dwelling units per acre or 83 apartments. Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is within one-half mile of a college or university with a need for additional housing and the proximity of the site to a transit route with more than two stops served by three or more buses per hour. The applicant has also indicated that they meet three of the bonus density increases with the site's proximity to an Activity Center (MSU), Bus Transfer Facility (Page and National) and the proposal for a mixed use development. This would add an additional 6 du/ac to the overall development. Staff has factored these bonus densities along with the opportunities and constraints for this site with our recommendation to support the request for 38 du/ac or 83 total micro-efficiency and two-bedroom dwelling units. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (3/3 points)

Three points were given for land use accessibility. There is a high employment concentration, neighbor retail mixture, public school and medical/dental uses within a ¼ mile.

B. Connectivity Analysis (4/5 points)

Four out of a maximum of five points were given for connectivity. The proposed development received scores for its proximity to transit routes.

C. Road Network Evaluation (1/2 points)

One point was given for the road network evaluation.

D. Design Guidelines (6/6 points)

A maximum of six points were given for design guideline criteria. Below are the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 15 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan.

3. Building Orientation and Interior Landscaping – All building orientations will address public streets to receive design points for this element. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.
4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features: windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and PD language.
5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system.
6. Useable Recreational Area/Facility – A minimum of 20% usable open space is required.
7. Amenities – The development will have a volleyball court and provide park benches as shown on the site plan. The mobile food vendor is not a formal amenity but provides convenient food services for residents.
8. Preservation of Trees –All existing trees of 6" caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance with at least 7 trees per acre.

Density Bonus

A density bonus is allowed if a development has met the minimum matrix points for a specified density, at least half the design guidelines are met, and will not exceed 40 dwelling units per acre (du/ac). The total additional bonus dwelling units are as follows:

1. Activity Center: An increase of 1 dwelling unit per acre for developments that front on a major thoroughfare (secondary or higher classification) and are within ½ mile of the primary intersection of an activity center area.
2. Bus Transfer Facility: An increase of 1 dwelling unit per acre for developments that have a bus transfer facility within ½ mile and 2 dwelling units per acre for developments that have a bus transfer facility within ¼ mile.
3. Mixed Use Developments: Mixed Use developments that contain an equal amount or greater total square footage of residential to non-residential are allowed an increase of 3 dwelling units per acre.

Staff has determined that these three density bonus categories are met by the proposed development. This would add an additional 6 du/ac to the overall development. These density bonuses will factor into the opportunities and constraints and overall staff recommendation, though.

Opportunities and Constraints

1. Is the site near a university/college or other use that could generate the need for additional higher density residential development that may augment the land use accessibility analysis?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is within one-half mile of a college or university with a need for additional housing. The project would have the potential to generate fewer automobile trips because residents traveling to the university or college could walk, bicycle, or take transit to campus.

2. Is the site located within a ¼ mile of a more than two transit route stops served by three or more buses per hour?

Staff may consider a recommendation of a higher density than that determined by the matrix calculation when the site is located within ¼ mile of more than two transit stops served by three or more buses per hour because (1) the frequent transit service can result in a higher mode split to transit resulting in fewer automobile trips and (2) higher density developments support the goal of transit service with short headways.

The maximum density based on the Multi-family guidelines evaluation will not allow more than 38 dwelling units per acre, additional density can be allowed based on special circumstances as described in the Guidelines Opportunity and Constraints section. Staff can support an increase in density based on the proximity of the project to the MSU campus, proximity to transit routes and the proposed micro-efficiency apartments. Micro-efficiency apartments are limited to not more than 400 square feet per unit. These one-bedroom apartments would generate less traffic and parking impacts than a similar number of three or four bedroom apartments permitted by the current zoning. In addition, the proposed mixed-use development will provide services to the development, the adjoining neighborhood and campus in a walkable environment. This supports the City's goal of creating walkable, sustainable developments. Staff supports this mixed use Planned Development with up to 83 micro efficiency or two-bedroom apartments and the Baptist Student Union, office/retail/restaurant uses at this location.

DENSITY: The total density is set at up to 38 dwelling units per acre.

EXHIBIT 1
Requirements and Standards Applicable to
Planned Development District No. 372

A. APPLICATION

Building or other permits may not be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the *Springfield Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

B. INTENT

The intent of this planned development is to rezone the subject lots to support a mixed-use development. Currently, the subject property is zoned R-HD to the west and R-SF to the east. The lots will be conveyed under one owner, and a lot combination will be required pending approval of the planned development. All existing structures will be demolished to make way for the new development. Onsite public improvements will be required to relocate a sewer main, and associated easement will need to be relocated as a result of these changes.

This PD is a mixed-use with more micro-efficiency units than other unit types. The proposed development would allow up to 83 dwelling units. This falls within the allowable density if the entire subject property were zoned R-HD.

This multi-use development also includes up to 3,000 SF of commercial space, and the remaining first floor will house a non-profit organization. These non-residential uses add diversity that would support the adjacent neighborhood land use plans. The required parking has been calculated so that shared parking could help balance the site and reduce the impact of impervious surface development. A reduced parking density is in line with the neighborhood UCD. Additionally, because of the immediate access to the heart of the University's classroom quadrangle, we would anticipate that many of the students or faculty that reside in the building will be without a vehicle.

C. DEFINITIONS

The definitions contained in the *Zoning Ordinance* shall apply to this ordinance. For the purpose of this ordinance, the following shall also apply:

Micro-efficiency Apartment: A dwelling unit with a total floor area of four hundred (400) square feet or less.

D. USES PERMITTED

- A. Multi-family dwellings.
- B. Churches and other places of worship, including parish houses and Sunday schools, but excluding overnight shelters.
- C. Clubhouses associated with any permitted use.
- D. Noncommercial, 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 in accordance with the provisions of *Section 36-467, Noncommercial Not-For-Profit Neighborhood Facilities*.

- E. Zero-lot-line construction, in accordance with *Section 36-362, Zero-Lot-Line Construction*.
- F. Eating and Drinking Establishments Use Group.
- G. General Office Use Group.
- H. Personal Services Use Group.
- I. Retail Sales Use Group.
- J. Temporary uses, as permitted by *Section 36-452, Temporary Uses*.
- K. Mobile Food Vendor: A food service operation that operates from a motorized vehicle.

E. USE LIMITATIONS

- 1. All uses shall operate in accordance with the noise standards contained in *Section 36-485* of the *Springfield Zoning Ordinance*.
- 2. No use shall emit an odor that creates a nuisance as determined in the Springfield City Code.
- 3. Mobile food vendors must comply with all requirements of 36-452.(3)(b)2. and 36-452.(4), *Temporary Uses*. The hours of operation for mobile food vendors will be limited to 8:00 a.m. to 9:00 p.m.

F. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

- 1. Maximum residential density shall be 83 dwelling units located on any floor level.
- 2. Maximum 24,000 SF for ground floor, nonresidential uses.
- 3. Maximum of one mobile food vendor uses (excluded from ground floor, nonresidential use sq. ft.)

G. BULK, AREA AND HEIGHT REQUIREMENTS

Development shall comply with Exhibit 2 and Exhibit 3 and the following standards.

- A. Maximum structure height:
 - 1. Five (5) stories and/or 60 feet.
 - 2. No portion of a multi-family structure shall be higher than allowed by a forty-five (45) degree bulk plane where the property adjoins an R-SF District.
- B. Minimum yard requirements:
 - 1. Front Yard: None. Additional ROW will be required to provide 50 feet from the centerline of National Avenue.
 - 2. Side Yard: Six (6) feet or as required by *Section 36-453, Supplemental Open Space and Yard Regulations*.
 - 3. Rear yard: Ten (10) percent of the lot depth but may not be less than ten (10) feet nor will more than twenty (20) feet be required.

H. DESIGN REQUIREMENTS

The design requirements shall adhere to the standards shown on Exhibit 2 and Exhibit 3 and the following:

1. Design to Encourage Pedestrian Activity
 - a. Provide pedestrian amenities such as pedestrian scale lighting and lounge/dining furniture to enhance the pedestrian environment.
 - b. Orient buildings to the street or public/common open space and provide pedestrian access to the street.
 - c. Avoid blank walls along pedestrian circulation areas.
 - d. Provide bicycle parking.
2. Provide a Good Circulation System
 - a. Provide pedestrian and bicycle connections to adjoining public sidewalks.
 - b. Provide connectivity by including direct pedestrian and bicycle connections between abutting or adjacent developments.
3. Building Façades.
 - a. 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 fifty (60) horizontal feet of a building façade or wall:
 - (1) Changes in color, texture and material
 - (2) Projections, recesses and reveals expressing structural bays, entrances or other aspects of the architecture.
 - (3) Groupings of windows or fenestration.
 - b. Building materials and colors.
 - (1) Facade colors shall have low reflectance. High-intensity, metallic, black or fluorescent colors are prohibited. Fabric awnings are excluded from color exclusions.
 - c. Service and Loading Areas. Off-street loading shall be regulated in accordance with *Sections 36-456 and 36-483 of the Springfield Zoning Ordinance*. The following requirements are supplementary.
 - (1) All service and loading areas shall be located in the side or rear yard of buildings.
 - (2) Service and loading areas shall be designed so that the entire service and

loading operations are conducted on the building site. The visibility of service and loading from public streets shall be minimized.

I. OPEN SPACE, LANDSCAPING & SCREENING

The landscaping and screening provisions are intended to improve the physical appearance of the District; to improve the environmental performance by contributing to the abatement of heat, glare and noise, and by promoting natural percolation of storm water and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods.

1. Open space requirements

Minimum open space: Not less than twenty (20) percent of the total lot area shall be devoted to open space including required yards and bufferyards. Open space shall contain living ground cover and other landscaping materials.

Maximum impervious area: The combined area occupied by all main and accessory buildings or structures, parking areas, driveways and any other surfaces which reduce and prevent absorption of stormwater shall not exceed eighty (80) percent of the total lot area.

2. Bufferyards.

a. Required bufferyards:

Whenever any development is located adjacent to an R-SF Zoning District, a fifteen (15) foot Type D bufferyard with six (6) foot high solid wood fence shall be required. No other bufferyards shall be required.

b. Perimeter Landscaping.

- (1) The perimeter landscaping along all streets shall be a minimum of 5 feet in width.

3. Vehicular use area open space.

- a. Interior: Five (5) percent minimum open space.

4. Open space landscaping.

- a. Landscaping plantings. In all open space areas required by this District the following landscaping shall be planted and maintained for each five-hundred (500) square feet of such open space area. Existing trees approved for preservation shall be counted toward satisfaction of this provision.

- (1) One (1) canopy tree or (2) understory, ornamental or evergreen trees.

- (2) Six (6) shrubs.

b. Landscaping standards.

- (1) Tree species, sizes and spacing shall be approved consistent with the City of Springfield's *Arboricultural Design Guidelines* on file with the Planning and Development Director.

- (2) Tree preservation. Preservation of each healthy existing tree of an approved species that is at least four and one-half (4-1/2) inches caliper shall count as two (2) trees toward fulfillment of the tree requirements of this District.
- (3) Maintenance of required landscaping. Upon installation or preservation of required landscape materials, appropriate measures shall be taken to ensure their continued health and maintenance. Required materials that do not remain healthy shall be replaced consistent with this article.

J. EXTERIOR LIGHTING

The requirements and standards of *Section 36-484 of the Springfield Zoning Ordinance*, in effect at the time of development shall apply.

K. ACCESS TO PUBLIC THOROUGHFARES

1. Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.
2. Vehicular access to the property must be at a minimum of 75 feet from National Avenue.
3. The proposed bus turn out is not a requirement of this development, but rather is an option that will require the consultation, coordination and approval of City Utilities and/or Missouri State University. If approved and included as part of the final development plan, the cost of the bus turn out will be constructed and paid for by the developer.
4. A future pedestrian crosswalk, overpass or underpass across National Avenue is not a requirement of this development, but rather is an option that will require consultation, coordination and approval of the City and affected property owners. This is not required to be constructed or paid for by the developer.

L. OFF-STREET PARKING

1. *Off-street Parking Sections 36-455, 36-456 and 36-483 of the Springfield Zoning Ordinance* in effect at the time of development shall apply except as modified below. Refer to Exhibit 2 for illustration of off-street parking calculations if developed as proposed. Final off-street parking calculations shall be reviewed and approved at Final Development Plan stage.
2. The site may provide a 20 percent reduction in the off-street parking required due to the close proximity to the Missouri State University and the mixed-use component. The development must provide additional bicycle parking at a rate of 2 bicycle parking spaces to one vehicular parking space that was reduced.
3. Religious Student Union or worship assembly (church associated uses) off-street parking are to be assessed at 50% due to internal capture of residents onsite.
4. Residents of this development are prohibited from participating in the Rountree on-street parking program.

M. SIGNS

The requirements and standards of *Section 36-454 of the Springfield Zoning Ordinance*, in effect at the time of development shall apply. A bus stop structure and signage is not a requirement of this development and is not required to be constructed or paid for by the developer.

N. REQUIRED IMPROVEMENTS

1. Public improvements to be completed if necessary. Public and private improvements necessary to adequately accommodate the intensity of development proposed in this District shall be constructed prior to or concurrently with the development of the property. If the development of the property is phased, the construction of the improvements may also be phased provided there is a logical relationship between each phase of the development and the construction of the required improvements. Prior to building permits being issued to the applicant or subsequent owners shall:
 - a. construct the required improvements; or
 - b. provide assurances satisfactory to the Director of Public Works guaranteeing that all required improvements will be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department shall be provided to the City.
2. Certificate of occupancy. No certificate of occupancy shall be issued for any structure within this District, or phase of the development, unless:
 - a. the required improvements are completed prior to occupancy of the structures; or
 - b. the Director of Public Works has determined that:
 - (1) any incomplete required improvements have little or no effect on the occupancy of the facility; or
 - (2) conditions beyond the control of the contractor, *i.e.*, strikes, weather, etc., have delayed the completion of the improvements.

If one of these conditions occurs, the Director of Building Development Services may permit occupancy under conditions satisfactory to the Director of Public Works that the required improvements will be completed as required by this ordinance within a reasonable time.

3. Improvement Standards.

Improvements shall conform to the following standards.

- a. All utilities and utility connections shall be located underground, including, but not limited to, electrical and telephone cables, security and other telecommunication systems and wires. Transformers, meters of any type (including electric, gas or other meters), or other apparatus shall be adequately screened and landscaped.
- b. The existing sanitary sewer that serves the site is a 6-inch liner and has reduced capacity. Capacity of the sewer to accommodate this development will need to be analyzed. Staff is currently reviewing the submitted flow rates and are evaluating the downstream impacts to the public mains. Additional downstream improvements may be required to accommodate the development if there is not adequate capacity. These costs would be at the developer's expense.
- c. Standard right-of-way widths for S. National Avenue and E. Page Street are 50 feet from centerline and 25 feet from centerline, respectively. It appears that approximately 10 feet of additional right-of-way needs to be acquired along the entire length of the property frontage on S. National Avenue and approximately 8

feet of additional right-of-way needs to be acquired along the entire length of the property frontage on E. Page Street. A survey is recommended to determine the exact amount of existing right-of-way. S. National Avenue and E. Page Street are both City-maintained streets.

- d. A Traffic Impact Study (TIS) is required as a part of this development. The proposed development creates an increase in trip generation in the AM/PM peaks, as well as the daily peaks during the week and on the weekends. Any improvements required as a part of the TIS must be constructed and approved or funds escrowed prior to approval of the construction plans.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

The maintenance of common areas and facilities within the District shall remain the responsibility of the developer(s) or shall be assumed by the property owner.

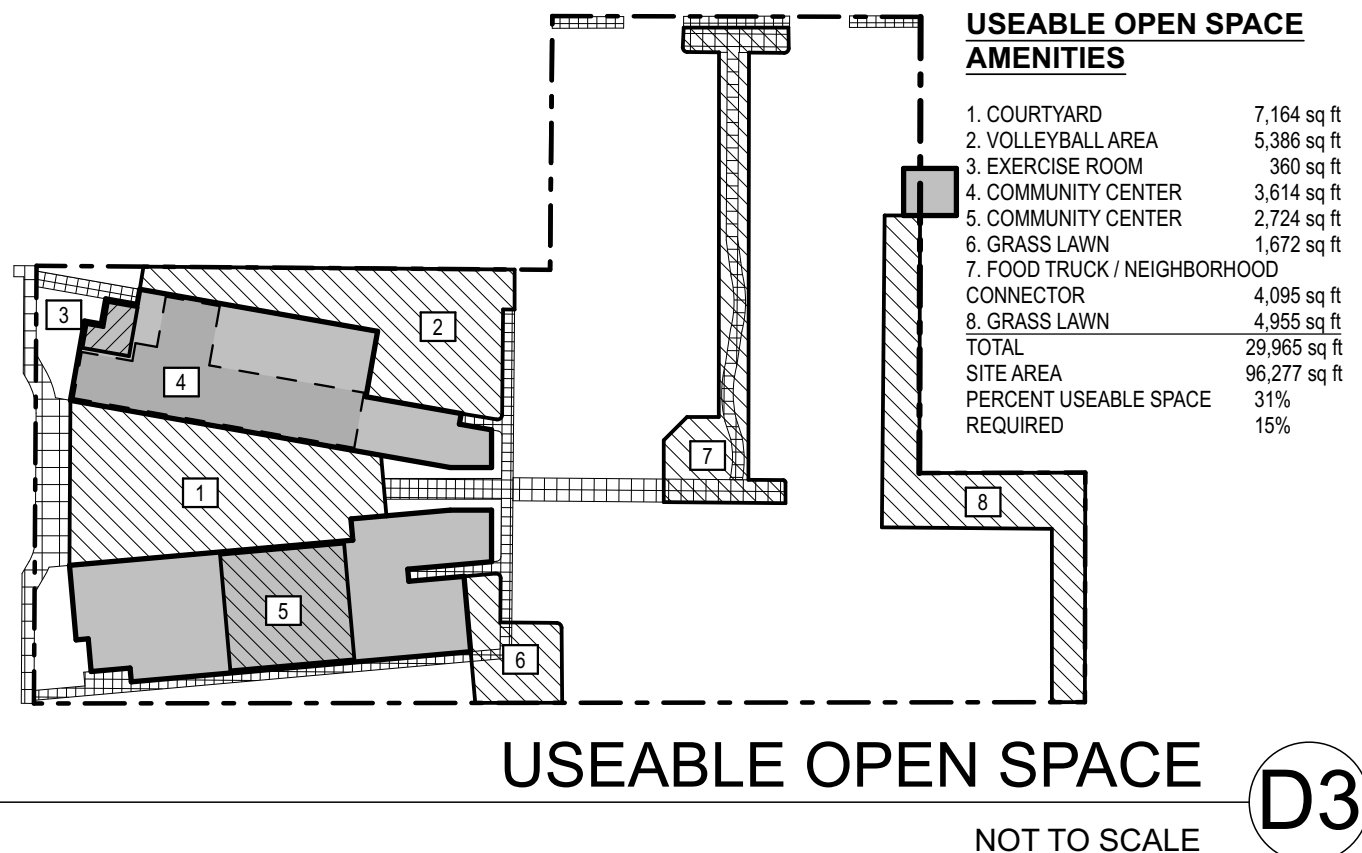
P. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Q. FINAL DEVELOPMENT PLAN

A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit.

1. The intent of Exhibit 2 is to show development of this tract in conformance with the requirements of Exhibit 1. The site layout of buildings and parking may shift while still maintaining conformance with Exhibit 1. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by Subsection 36-405 of the Springfield Zoning Ordinance.
2. The Administrative Review Committee is hereby authorized to, acting jointly, approve the final development plan provided such plan substantially conforms to the provisions of this ordinance. The Administrative Review Committee 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:
 - a. Any uses within the District other than those specifically prescribed by the ordinance.
 - b. Any increase in the intensity of use permitted within the District.



FIRE FLOW CALCULATIONS

TOTAL BUILDING GROSS SQFT: 80,975 = FIRE-FLOW AREA: 11,301-13,400 SQFT
GALLONS PER MIN: 3,000
FLOW DURATION: 3 HOURS

REQUIRED FIRE FLOW: 3,000 GPM + 3 HOURS
400' + 200' = 600' APART
225' + 112.5' = 337.5' MAX FROM STREET/ROAD

(* TABLE C1012, EXCEPTION "F": 50% INCREASE FOR BUILDINGS EQUIPPED WITH NFPA 13 SPRINKLER)

STORMWATER CERTIFICATION

THE ENGINEER OF RECORD IS REQUIRED TO SUBMIT AN AS-BUILT CERTIFICATION OF THE STORMWATER CONTROL MEASURES UPON COMPLETION OF THE PROJECT. THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER TO IDENTIFY THE LIST OF STORMWATER CONTROL MEASURES REQUIRING CERTIFICATION AND COORDINATE DURING CONSTRUCTION TO ALLOW THE ENGINEER TO MAKE ANY OBSERVATIONS NECESSARY DURING CONSTRUCTION TO CERTIFY THE MEASURES.

MULTI-FAMILY DESIGN GUIDELINES

PEDESTRIAN SCALE LIGHTING SHALL BE PROVIDED TO ENHANCE THE PEDESTRIAN ENVIRONMENT.

THE PROPOSED BUS TURN OUT IS NOT A REQUIREMENT OF THIS DEVELOPMENT, BUT RATHER IS AN OPTION THAT WILL REQUIRE THE CONSULTATION, COORDINATION, AND APPROVAL OF CITY UTILITIES AND/OR MISSOURI STATE UNIVERSITY IF APPROVED AND INCLUDED AS PART OF THE FINAL DEVELOPMENT PLAN. THE COST OF THE BUS TURN OUT WILL BE CONSTRUCTED AND PAID FOR BY THE DEVELOPER.

A BUS STOP STRUCTURE AND SIGNAGE IS NOT A REQUIREMENT OF THIS DEVELOPMENT, AND IS NOT REQUIRED TO BE CONSTRUCTED OR PAID FOR BY THE DEVELOPER.

A FUTURE PEDESTRIAN CROSSWALK, OVERPASS, OR UNDERPASS ACROSS NATIONAL AVENUE IS NOT A REQUIREMENT OF THIS DEVELOPMENT, BUT RATHER IS AN OPTION THAT WILL REQUIRE THE CONSULTATION, COORDINATION, AND APPROVAL OF THE CITY AND AFFECTED PROPERTY OWNERS. THIS IS NOT REQUIRED TO BE CONSTRUCTED OR PAID FOR BY THE DEVELOPER.

<u>ZONING DATA (EXISTING)</u>	
ADDRESS:	906 S. NATIONAL AVE. SPRINGFIELD MO 65804
ZONING:	R-HD AND R-SF
DENSITY:	DENSITIES UP TO APPROXIMATE FOURTY (40) UNITS PER ACRE
INTENDED USE:	HIGH-RISE APARTMENT DEVELOPMENT
<u>ZONING DATA (PROPOSED)</u>	
ADDRESS:	906 S. NATIONAL AVE. SPRINGFIELD MO 65804
PROPOSED ZONING:	PLANNED DEVELOPMENT
INTENDED USE:	NEW MIXED USE - RESIDENTIAL / BUSINESS / ASSEMBLY
PROPOSED USES:	(SEE PROPOSED ORDINANCE)
PROPOSED APARTMENT COUNT:	65 MICRO-EFF APT @ 369 GROSS SQFT 17 TWO-BED APARTMENTS @ 1106 GROSS SQFT 82 TOTAL UNITS (83 MAX UNITS ALLOWED)
PROPOSED DENSITY:	MULTI FAMILY RESIDENTIAL DENSITIES UP TO APPROXIMATE THIRTY- EIGHT (38) UNITS PER ACRE.
PROPOSED FLOOR AREA:	RESIDENTIAL: 56,715 GROSS SQFT NON RESIDENTIAL: 23,167 GROSS SQFT TOTAL: 79,902 GROSS SQFT.
PROPOSED RATIO	RATIO: 2.4:1 (SQFT)
PROPOSED RESIDENTIAL / NON RESIDENTIAL (ASSEMBLY + RETAIL + MEETING + SOCIAL)	
PROPOSED BUILDING HEIGHT:	5 STORIES OR 60FT (MAX)
REQUIRED IMPERVIOUS / PERVIOUS:	IMPERVIOUS: 80% PERVIOUS: 20%
EXISTING IMPERVIOUS / PERVIOUS:	IMPERVIOUS: 38,782 SQFT (40.94%) PERVIOUS: 50,217 SQFT (58.39%) GRAVEL: 1,278 SQFT (1.54%) TOTAL SITE: 96,277 SQFT
PROPOSED IMPERVIOUS / PERVIOUS:	IMPERVIOUS: 68,731 SQFT (71.4%) PERVIOUS: 27,546 SQFT (28.6%) TOTAL SITE: 96,277 SQFT

KEYNOTES	
A	BUS TURNOUT (OPTIONAL)
B	BAPTIST STUDENT UNION
C	COURTYARD
D	COMMERCIAL
E	BAPTIST STUDENT UNION - WORSHIP SPACE
F	2 BEDROOM RENTAL
G	LOADING AND UNLOADING - 15 MINUTE PARKING
H	NEW PAD MOUNTED 3-PHASE TRANSFORMER
I	TRASH ENCLOSURE
J	EXISTING SANITARY SEWER EASEMENT TO BE RELINQUISHED
K	STORM WATER DETENTION AREA
L	FOOD TRUCK PAD
M	NEIGHBORHOOD CONNECTOR
N	26' FIRE LANE
O	FUTURE PEDESTRIAN OVERPASS OR UNDERPASS (OPTIONAL)
P	NEW SEWER LINE & EASEMENT
Q	RELINQUISHED ACCESS EASEMENT
R	15 FOOT TYPE-D BUFFERYARD WITH FENCE
S	FITNESS ROOM LOCATED ON UPPER FLOOR PER MULTI FAMILY GUIDELINES
T	SAND VOLLEYBALL COURT PER MULTI FAMILY GUIDELINES
U	MANHOLE
V	PARK BENCH PER MULTI FAMILY GUIDELINES

PARKING

DESIGNED PARKING ALLOWANCE:

(65) MICRO-EFFICIENCY UNITS = 65 SPACES
(17) 2-BEDROOM UNITS = 34 SPACES
1,500 SF RETAIL (250 SF PER SPACE) = 6 SPACES
1,500 SF RESTAURANT (80 SF PER SPACE) = 19 SPACES (SUPPORTS 47 SEATS)
BUS/SHUTTLE TRUCK = 2 SPACES
BUS/SHOPIRING ASSEMBLY USE (ONE PER FOUR SPACES) = 60 SPACES (SUPPORTS 240 SEATS)
THIS PD ALLOWS FOR UP TO 50% INTERNAL CAPTURE RATE FOR THE BSU USE,
THEREFORE 60 / 2 = 30 SPACES.

TOTAL CALCULATED = 156 SPACES
20% REDUCTION = 31 SPACES (REPLACED WITH 62 BICYCLE SPACES)
VEHICLE SPACES = 125 SPACES

PROVIDED PARKING: MEETS DESIGN ALLOWANCE

ACCESSIBLE SPACES	4
VAN ACCESSIBLE SPACE	1
STANDARD SPACES	120
TOTAL SPACES	125



City Approval Stamp



HOODRICH ARCHITECTURE
HOODRICH.COM

400 South Avenue, Suite 300
Springfield, MO 65806
P. 417.862.4483

HoodRich, Inc. MO
Certificate of Authority A-622-D



STATE OF MISSOURI
BILLY EARL KIMMONS II
NUMBER
A-2003027165
ARCHITECT
8-3-19

BILLY E KIMMONS - Architect
MO A-2003027165

The Professional Architects seal affixed to this sheet applies only to the material and items shown on the sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by or for the architect. The architect disclaims any and all responsibility for such plan, drawing or documents not exhibiting this seal.

REVISED 12/15

MISSOURI STUDENT UNION REDEVELOPMENT
MSU CAMPUS
MISSOURI BAPTIST CONVENTION
906 S. NATIONAL AVE., SPRINGFIELD, GREENE CO., MO 65804

Proj.No.	19-113
Date:	9-3-19
revisions:	
No.	date
sheet	
A1.0	

BAPTIST STUDENT UNION MIXED-USE DEVELOPMENT



EXHIBIT 3 - EXTERIOR RENDERING

One-rdg. _____
P. Hrngs. X
Pgs. 49
Filed: 10-01-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 229

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Petition to Re-establish the Kansas and Kearney Community
2 Improvement District; authorizing the City Manager to execute a
3 Cooperative Agreement between the City, the District, and the Kansas &
4 Kearney Intersection Center, LLC; and directing the City Clerk to notify
5 the Missouri Department of Economic Development and the Greene
6 County Clerk of the creation of the District. (Staff recommends approval.)
7 _____
8

9 WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the " CID Act") authorize the
10 governing body of any municipal corporation, upon submittal of a proper petition and after a
11 public hearing, to adopt an ordinance establishing a community improvement district
12 ("CID"); and
13

14 WHEREAS, the Kansas and Kearney Community Improvement District was
15 previously established by City Council's passage of Special Ordinance 27103 on
16 September 10, 2018; and
17

18 WHEREAS, the Petition adopted by Special Ordinance 27103 contained a provision
19 requiring the execution of a specified intergovernmental agreement within six months of the
20 passage of the Ordinance; and
21

22 WHEREAS, such an intergovernmental agreement was not executed by the parties
23 and so, pursuant to the terms of the Petition, the district was automatically terminated due
24 to such failure; and
25

26 WHEREAS, on August 21, 2019, the Kansas & Kearney Intersection Center, LLC,
27 filed with the City Clerk a Petition to Re-establish the Kansas and Kearney Community
28 Improvement District, and
29

30 WHEREAS, the City Clerk has verified that the Petition complies with the CID Act
31 and a public hearing was set with all proper notice being given in accordance with the CID
32 Act and other applicable law; and
33

34 WHEREAS, City Council held a public hearing on October 7, 2019, at which time all
35 persons interested in the Petition were allowed an opportunity to speak and at which time
36 City Council heard all protests and received all endorsements.

37
38 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
39 SPRINGFIELD, MISSOURI, as follows, that:
40

41 Section 1 – City Council hereby approves the Petition to Re-establish the Kansas
42 and Kearney Community Improvement District, and said District is hereby established by
43 such approval as a political subdivision of the State of Missouri having the powers and
44 purposes set forth in the Petition, the original of which is on file with the City Clerk and a
45 copy of which is incorporated herein by this reference as if set out verbatim herein as
46 “Exhibit 1.”
47

48 Section 2 – The District shall automatically terminate if, within six months of the
49 adoption of this Ordinance, a Cooperative Agreement, in substantial conformance to the
50 document attached hereto as “Exhibit 2” has not been executed by the City, the District, and
51 Kansas & Kearney Intersection Center, LLC.
52

53 Section 3 – The City Manager, or designee, is hereby authorized to enter into a
54 Cooperative Agreement in substantially the same form as the document attached hereto as
55 “Exhibit 2” and to do all things necessary, reasonable, and convenient to comply with the
56 terms and intent of this Ordinance.
57

58 Section 4 – The City Clerk, or designee, is hereby directed to prepare and file with
59 the Missouri Department of Economic Development the report and information specified in
60 Subsection 6 of Section 67.1421 of the CID Act, and to further notify the Greene County
61 Clerk of the District’s petition and establishment.
62

63 Section 5 – This Ordinance shall be in full force and effect from and after its
64 passage.
65

66 Passed at meeting: _____
67

68 _____
69 Mayor
70

71 Attest: _____, City Clerk
72

73 Filed as Ordinance: _____
74

75
76 Approved as to form: Richard T. Wiedner, Assistant City Attorney
77

78
79 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019- 229

FILED: 10-01-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Approving a Petition to Re-establish the Kansas and Kearney Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City, the District, and Kansas & Kearney Intersection Center, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the creation of the District. (Staff recommends approval.)

BACKGROUND INFORMATION: The Kansas and Kearney Community Improvement District was established on September 10, 2018, with City Council's adoption of Special Ordinance 27103, which approved the Petition to Establish the Kansas and Kearney Community Improvement Community Improvement District (the "Original Petition"). The District consisted of approximately 6.85 acres generally located at the southeast corner of the intersection of West Kearney Street and North Kansas Expressway, and it was authorized to impose up to a one percent (1%) sales and use tax to fund various public improvements that were necessary to facilitate retail and commercial development in the District.

The Original Petition included a provision requiring the District, the City, and the Developer to enter into an intergovernmental agreement that provided for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the contracting parties for the operations of the District. It explicitly stated failure to execute such agreement within six months following establishment of the District would result in the termination of the District. Despite this provision, the CID organizers inadvertently failed to sign an intergovernmental agreement within the prescribed time period, and the District was automatically terminated as a result.

Kansas & Kearney Intersection Center, LLC, has since filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo (CID Act), the Petition to Re-establish the Kansas and Kearney Community Improvement District. Said Petition is effectively identical to the Original Petition. It requests the Kansas and Kearney Community Improvement District be re-established on the same 6.85 acres of land generally located at the southeast corner of the intersection of West Kearney Street and North Kansas Expressway.

The District will be a political subdivision of the State of Missouri and have a life of 30 years. It will be governed by a five-member board of directors that will initially include Joseph Hulston, James Tillman, Steve Aton, Amy Ganelli, and Carla Myers. All successor directors will be appointed by the Mayor with the consent of City Council.

The Kansas and Kearney Community Improvement District will have the power to impose a sales and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Revenues from the District sales and use tax will be used to fund certain public improvements that will facilitate redevelopment of the District into a new retail and commercial development. The public improvements are estimated to cost \$550,000. They include the following:

- Construction of a right-in/right-out access on North Kansas Expressway at West Turner Street with acceleration and deceleration lanes;
- Roadway improvements to West Turner Street;
- Construction of sidewalks;
- Relocation of overhead electrical and telephone lines, which currently run north to south through the District, and;
- Professional services, including engineering, surveying, architectural, and legal services related to the creation of the District and project implementation.

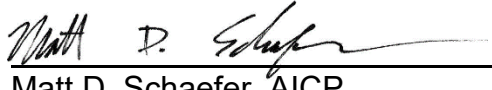
As stated in the Petition, the District and its authority to impose sales and use taxes shall expire after 30 years or upon repayment of reimbursable project costs, whichever occurs first.

In order to reimburse the City for costs incurred to establish the District, review reimbursable project costs and annual budgets, and participate in certain district functions, the District will pay the City an administrative fee equal to one and one-half percent (1.5%) of the sales and use taxes it collects on a quarterly basis.

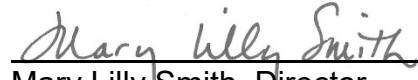
The Cooperative Agreement between the City of Springfield, the Kansas and Kearney Community Improvement District, and Kansas & Kearney Intersection Center, LLC, specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the revenues into a special trust account created by the District. The District shall use the funds to reimburse the Developer for the costs incurred on construction of the CID project. Prior to disbursement of funds, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs to the City and the District, verifying the CID project is completed and the reimbursable costs are indeed associated with the CID project. Documentation in the form of receipts, invoices, etc. will be required in order to confirm that the costs were in fact incurred and paid.

REMARKS: The Petition has been verified by the Springfield City Clerk as compliant with Section 67.1421.2 of the CID Act. Staff recommends approval.

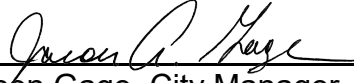
Submitted by:

A handwritten signature in black ink, appearing to read "Matt D. Schaefer", written over a horizontal line.

Matt D. Schaefer, AICP
Senior Planner

A handwritten signature in black ink, appearing to read "Mary Lilly Smith", written over a horizontal line.

Mary Lilly Smith, Director

A handwritten signature in black ink, appearing to read "Jason Gage", written over a horizontal line.

Jason Gage, City Manager

Exhibit 1

**PETITION TO RE-ESTABLISH THE
KANSAS AND KEARNEY
COMMUNITY IMPROVEMENT DISTRICT**

Springfield, Greene County, Missouri

Submitted August 20, 2019

By

Kansas & Kearney Intersection Center, LLC (Owner and Developer)

**PETITION TO RE-ESTABLISH THE
KANSAS AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT**

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

The undersigned (the “Petitioner”), being the owner of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the Kansas and Kearney Community Improvement District (the “District”) and the owner of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City approve and re-establish the Kansas and Kearney Community Improvement District in order to fund all or part of the cost of services and improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, RSMo. (the “Community Improvement District Act” or “Act”) in accordance with this Petition.

1. Legal Description and Map of District Boundaries; Property Areas; Ownership.

The legal description of the District is attached hereto as Exhibit A. A map illustrating the District boundaries is attached hereto as Exhibit B. The boundaries of the District are contiguous. The Petitioner is the owner of more than 50% by assessed value of the real estate within the District and the owner of more than 50% per capita of all owners of real property within the boundaries of the District. A listing of all the owners of real estate is attached hereto as Exhibit C.

2. Name of District.

The name of the District is the “Kansas and Kearney Community Improvement District.”

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

Notice has been provided to all Petition signers that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Five-Year Plan.

A five-year plan stating a description of the purposes of the District, the improvements it will make, and an estimate of costs of these improvements to be incurred is attached hereto as Exhibit D and includes Exhibits D-1 and D-2.

5. Type of District.

The District will be a political subdivision.

6. Board of Directors.

The District will be governed by a five (5) member board of directors (the “Board”). Each Director shall meet the following requirements:

- a. Be at least 18 years of age; and
- b. Be and must declare to be either (i) an owner of real property within the District (“Owner”) or the authorized representative of an owner of real property within the District (“Owner Representative”). All Owner Representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized

representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

Except for the initial Directors, which are named and appointed by way of the City's final passage of an Ordinance adopting this petition, each Director shall be appointed by the Mayor with the advice and consent of the City Council according to a slate submitted by the Board to the City Clerk.

The Petitioner hereby proposes the following slate of Directors:

NAME	TYPE	TERM
Joseph Hulston	Owner Legal Rep	4 Years
James Tillman	Owner Legal Rep	4 Years
Steve Aton	Owner Legal Rep	2 Years
Amy Gannelli	Owner Legal Rep	2 Years
Carla Myers	Owner Legal Rep	2 Years

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance herewith, and their successors shall serve for four-year terms or until their successor is appointed in accordance with the Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director.

In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason ("Exiting Director"), any vacancy on the Board shall be filled by appointment of an interim director ("Interim Director") which shall be nominated by the remaining Directors and appointed by the Mayor as described below. Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth in this Article, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. Provided, however, that the failure to meet such representation requirements shall not affect the Board's authority to hold meetings, exercise any of the District's powers or take any otherwise lawful action, assuming a lawful quorum to do so.

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

7. Successor Directors.

A. Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the Act according to a slate submitted to the City Clerk by the Board. The City Clerk shall deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointments shall not be effective unless the City Council consents to said appointments by resolution; or the Mayor or the City Council may reject the slate submitted and request in writing that the Board submit an alternate slate.

B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may consent

by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.

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

D. The Board may suggest a slate to the Mayor as follows:

- 1) Individuals meeting the qualifications set out in this Petition shall be nominated by at least two sitting Directors; and
- 2) The Board shall then approve a slate of nominees necessary to fill vacancies and the seats of expiring terms.

8. Total Assessed Value.

As of the date of submittal, the total assessed value of all real property located within the District is \$541,740.

9. Determination of Blight.

The Petitioners are not seeking a determination of blight.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will continue to exist and function until the earlier of: (i) thirty (30) years; or (ii) until the entire cost of the CID Projects, as such term is defined on Exhibit D attached hereto (including Exhibits D-1 and D-2), is reimbursed by the CID Sales Tax Revenue, as hereinafter defined; or (iii) until any bond, notes or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have expired or have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

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

A. License and Real Estate Taxes.

The District may not impose business license taxes or real estate taxes.

B. Sales and Use Taxes.

The District may impose a sales and use tax, at a maximum rate of one percent (1%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, R.S.Mo., except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services.(the "CID Sales Tax"). The CID Sales Tax shall be approved by a majority of the qualified voters in the District by mail-in ballot as required by Section 67.1545, R.S.Mo.; provided the District shall follow the mail-in ballot election procedure as prescribed for imposing real estate taxes per Section 67.1551, RSMo.

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

The District may not impose special assessments.

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

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

14. Limitations on Borrowing Capacity.

The District will have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of same as provided by the Act and as otherwise provided by law.

15. Limitations on Revenue Generation.

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

16. Other Limitations on District Powers.

The District will have the authority and powers granted to community improvement districts and political subdivisions under the Act and as otherwise provided by law.

17. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in Sections 67.1471 and 105.145, R.S.Mo., and acknowledges that such meetings shall be open to the public.

18. Request for Ordinance Establishing District.

The Petitioners respectfully request the City Council of the City of Springfield, Missouri to establish the District in this Petition.

19. Severability.

If any provision of this Petition shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

[Remainder of page left intentionally blank. Signature Pages follow]

**Signature Page to Petition to Establish the
Kansas and Kearney Community Improvement District**

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Kansas and Kearney Community Improvement District according to the preceding Petition.

Name of Owner: Kansas & Kearney Intersection Center, LLC
Owner's Telephone Number: 417-831-8039
Owner's Mailing Address: 715 W Tampa St.
Springfield, MO 65802

Name, Title of Signer: James Tillman
Basis of Signer's Legal Authority to Sign: Member
Signer's Telephone Number: 417-831-8039
Signer's Mailing Address: 715 W. Tampa St.
Springfield, Mo 65802

Owner's Type of Entity: Limited liability company

Owner's Property within District

Address	Parcel Number	Assessed Value
1522 W Turner	1311206034	\$8,230
1502 W Kearney	1311205037	\$533,510
	TOTAL	541740

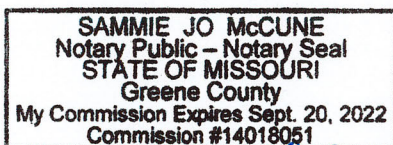
By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By: James Tillman 7-31-19
James Tillman, Member Date

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

Before me personally appeared James Tillman, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 31st day of July, 2019.



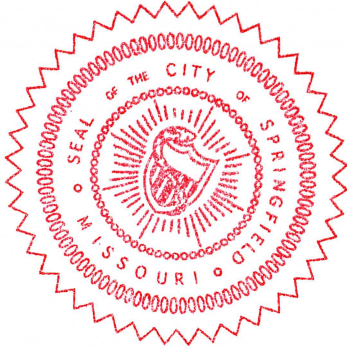
Sammie Jo McCune
Notary Public Sammie Jo McCune

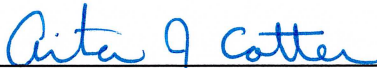
My commission expires: 09-20-22

CLERK'S RECEIPT OF PETITION

This Petition to re-establish the Kansas and Kearney Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 21st day of August 2019.

[SEAL]




Anita J. Cotter, CMC/MRCC
City Clerk

City Clerk Verification

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

1. A petition to re-establish the Kansas and Kearney Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 21st day of August 2019.
2. I have reviewed the petition and have determined on September 16, 2019, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date: _____

9/16/19

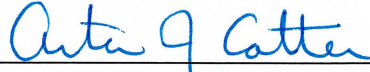

Anita J. Cotter, CMC/MRCC
City Clerk

EXHIBIT A

District Legal Description

AN OUTER BUNDARY LEGAL DESCRIPTION OF THE CID DISTRICT.

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 29 NORTH, RANGE 22 WEST, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 02°38'13" WEST, ALONG THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 20.00;

THENCE SOUTH 88°50'48" EAST, A DISTANCE OF 20.01 FEET TO A POINT 20.00 FEET EAST OF THE CENTERLINE OF KANSAS EXPRESSWAY (ROUTE 13) AND 20.00' SOUTH OF THE NORTH LINE OF SAID SECTION 11, WHICH IS THE POINT OF BEGINNING;

THENCE SOUTH 88°50'48" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 350.07 FEET TO A POINT AT THE INTERSECTION WITH THE CENTERLINE OF OLD BOLIVAR ROAD;

THENCE SOUTH 15°32'08" EAST, ALONG THE CENTERLINE OF SAID OLD BOLIVAR ROAD, A DISTANCE OF 680.71 FEET TO A POINT AT THE INTERSECTION WITH THE CENTERLINE OF TURNER STREET;

THENCE NORTH 88°19'32" WEST, ALONG THE CENTERLINE OF SAID TURNER STREET, A DISTANCE OF 465.39 FEET;

THENCE SOUTH 01°40'28" WEST, A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID TURNER STREET;

THENCE SOUTH 43°18'28" WEST, A DISTANCE OF 39.86 FEET TO A POINT ON THE EAST RIGHT OF WAY OF KANSAS EXPRESSWAY (ROUTE 13);

THENCE SOUTHERLY 182.69 FEET, ALONG SAID EAST RIGHT OF WAY AND ALONG A 2914.93 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°30'33" EAST, 182.66 FEET;

THENCE NORTH 89°42'50" WEST, A DISTANCE OF 30.00 FEET TO A POINT 20 FEET LEFT, OR EAST, OF SAID KANSAS EXPRESSWAY CENTERLINE STATION 27+21.59;

THENCE NORTHERLY 184.56 FEET, ALONG A LINE OFFSET 20 FEET LEFT AND PARALLEL WITH SAID CENTERLINE AND ALONG A 2884.93 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°32'47" WEST, 184.53 FEET TO A POINT 20 FEET LEFT OF SAID CENTERLINE AT STATION 25+38.31;

THENCE NORTH 03°22'45" WEST, ALONG SAID 20 FEET OFFSET AND PARALLEL LINE, A DISTANCE OF 243.30 FEET TO A POINT 20 FEET LEFT OF SAID CENTERLINE AT STATION 22+95.01;

THENCE NORTHERLY 297.91 FEET, CONTINUING ALONG SAID 20 OFFSET AND PARALLEL LINE AND ALONG A 2844.79 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°22'45" WEST, 297.77 FEET TO A POINT 20 FEET LEFT OF SAID CENTERLINE AT STATION 19+95.00;

THENCE NORTH 02°37'08" EAST, ALONG 20 OFFSET AND PARALLEL LINE, A DISTANCE OF 165.81 FEET TO THE POINT OF BEGINNING; CONTAINING 298,453 SQUARE FEET.

EXHIBIT B

Map of Kansas and Kearney CID District Boundaries

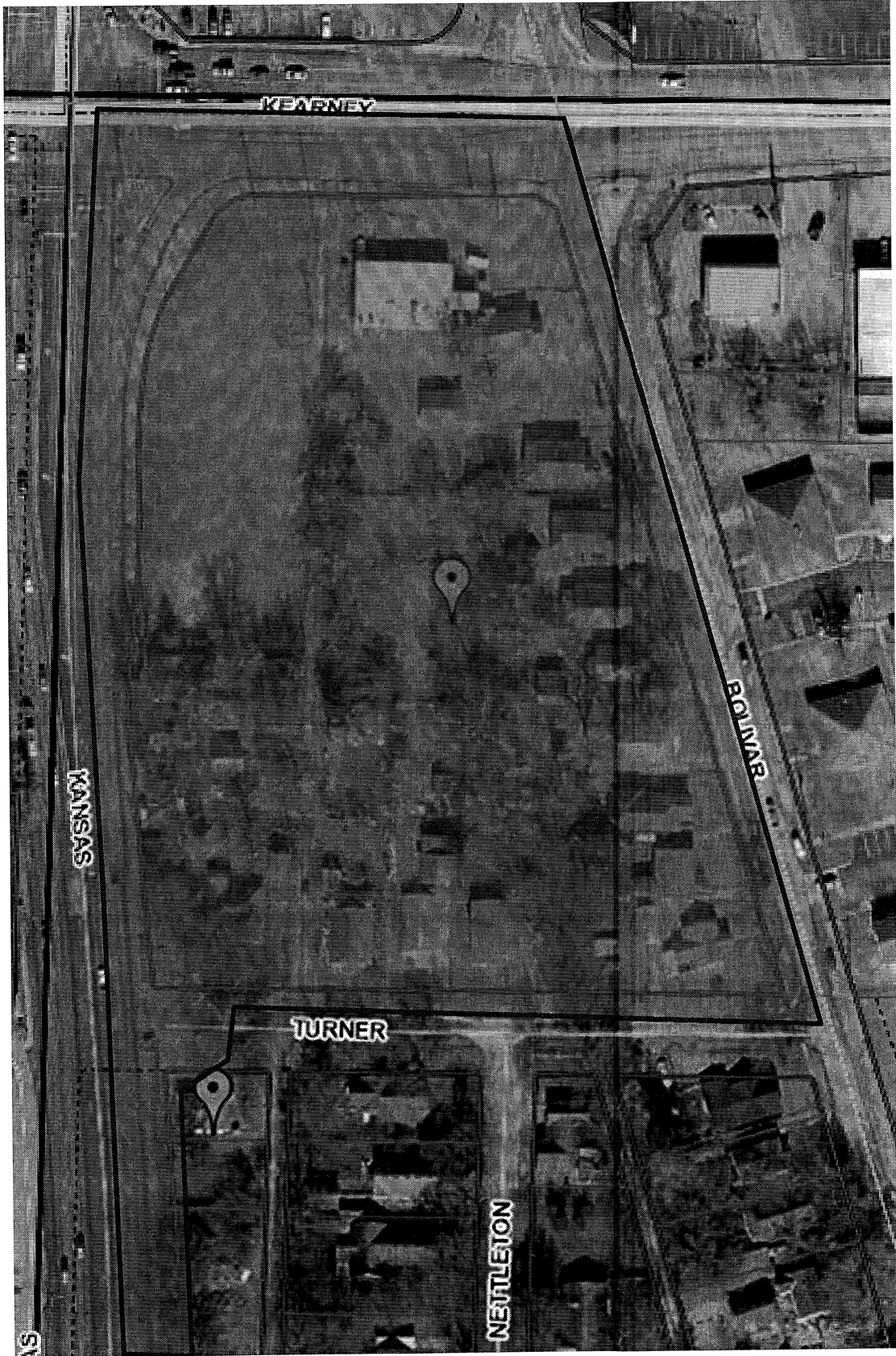


EXHIBIT C

List of Owners of Real Property within District

1. DISTRICT PARCEL # 1

Kansas & Kearney Intersection Center, LLC
715 W Tampa St.
Springfield, MO 65802

EXHIBIT D

Five-Year Plan

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

- 1) Provide or cause to be provided for the benefit of the District, certain improvements and services described in Paragraphs B and C of this Exhibit;
- 2) To levy and collect the CID Sales Tax in order to provide a source of repayment for public improvements as proposed within this Petition, and related expenses; and
- 3) Such other purposes as authorized by the Act.

B. Services. The services to be performed by the District shall include, but not be limited to, the following:

- 1) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the Act and the revised statutes of the State of Missouri;
- 2) Developing funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for public improvements as proposed within this Petition, all in a manner authorized by the Act; and
- 3) Providing such accountings, reports and communications as are required by the Act and the Agreement.

C. Improvements. The District shall construct or cause to be constructed the following improvements (the "CID Projects"):

- 1) Road/Access Improvements. Currently the property within the District has no access onto the adjacent North Kansas Expressway, with such access from West Turner Street having been previously blocked. The Owner has an agreement with the Missouri Department of Transportation for access to North Kansas Expressway from West Turner Street, but substantial improvements must be made in order for this to happen. Road improvements to West Turner Street itself must occur, including tying-in such street to North Kansas Expressway. Further, acceleration and deceleration lanes and sidewalks will be required to be built or extended, as the case may be, along North Kansas Expressway. Finally, the "right-in/right-out" access at the intersection of West Turner Street and North Kansas Expressway itself must be constructed. Such work will entail excavation, embankment and subgrade stabilization work, signing and striping, paving, temporary traffic control, and erosion control, in addition to fees for the design and supervision of such project. After finished, the new improvements along West Turner Street and North Kansas Expressway will provide for enhanced access and traffic flow around this intersection, benefiting the subject property, neighboring owners and drivers of such area.
- 2) Utilities. In order to facilitate the above work, street lighting will be required to be removed and relocated. Further, overhead electric utilities crossing through the District will need to be buried and telephone lines will need to be re-routed. Such utilities serve more than just the property within the District.

The estimated costs of these improvements are set forth on the attached Exhibit D-1. The party or parties constructing the CID Projects may only be reimbursed by the CID Sales Tax for the amounts

identified as Reimbursable Project Costs on this Exhibit D-1 and only for the line items described therein (the “Reimbursable Project Costs”).

- D. Budget.** The estimated five-year budget for the District is attached to and made a part of this Petition as Exhibit D-2.

EXHIBIT D-1

Estimated Private and Public Improvement Costs of Kansas and Kearney CID

Public Improvements:

Road/Access Improvements:

Construction of Right-In/Right Out access
to Kansas Expressway; Acceleration and Deceleration
Lanes; Sidewalk Improvements; Temporary Traffic
Control, Erosion Control; Excavation and Embankment: \$350,000

Utility Work:

Move Electric and Telephone Utilities \$50,000

Total Estimated Hard Cost:	\$400,000
Professional Fees/Engineering Fees/Legal Fees/Consulting Fees:	\$150,000
Total Estimated Cost:	\$550,000

EXHIBIT D-2

Five-Year Budget Kansas and Kearney CID

	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR	5TH YEAR
<u>Income</u>					
Loan	\$ 550,000	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ 40,000	\$ 60,000	\$ 80,000	\$ 100,000
Gross Income	\$ 550,000	\$ 40,000	\$ 60,000	\$ 80,000	\$ 100,000
<i>less</i>					
MO Collection Fee	\$ -	\$ (400)	\$ (600)	\$ (800)	\$ (1,000)
City Admin Fee	\$ -	\$ (600)	\$ (900)	\$ (1,200)	\$ (2,500)
Net Income	\$ 550,000	\$ 39,000	\$ 58,500	\$ 78,000	\$ 96,500
<u>Expenses</u>					
Reimbursement to Developer/Loan	\$ -	\$ 39,000	\$ 58,500	\$ 78,000	\$ 96,500
<u>Loan</u>					
Capitalized Interest	\$ 30,000	\$ 30,000	\$ 31,050	\$ 29,677	\$ 27,261
Loan Payment	\$ -	\$ (39,000)	\$ (58,500)	\$ (78,000)	\$ (96,500)
Balance	\$ 580,000	\$ 571,000	\$ 543,550	\$ 595,227	\$ 525,988

EXHIBIT D-3

Improvements Map



Exhibit 2

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and

**KANSAS AND KEARNEY
COMMUNITY IMPROVEMENT DISTRICT**

and

KANSAS & KEARNEY INTERSECTION CENTER, LLC

dated as of

_____, 2019

Table of Contents

	<u>Page</u>
ARTICLE 1 : DEFINITIONS, RECITALS AND EXHIBITS.....	2
SECTION 1.1 RECITALS AND EXHIBITS.	2
SECTION 1.2 DEFINITIONS.	2
ARTICLE 2 : REPRESENTATIONS	3
SECTION 2.1 REPRESENTATIONS BY THE DISTRICT.	3
SECTION 2.2 REPRESENTATIONS BY THE CITY.....	4
SECTION 2.3 REPRESENTATIONS BY THE DEVELOPER.	5
ARTICLE 3 : COLLECTION OF REVENUES	5
SECTION 3.1 IMPOSITION OF THE CID SALES TAX.	5
SECTION 3.2 ADMINISTRATION AND COLLECTION OF THE CID SALES TAX.	6
SECTION 3.3 ADMINISTRATIVE FEE AND COLLECTION FEE FOR THE CID SALES TAX.	6
SECTION 3.4 OPERATING COSTS.....	7
SECTION 3.5 ENFORCEMENT OF THE CID SALES TAX.....	7
SECTION 3.6 DISTRIBUTION OF THE CID SALES TAX REVENUE.....	7
SECTION 3.7 RECORDS OF THE CID SALES TAX.	7
SECTION 3.8 REPEAL OF THE CID SALES TAX.....	7
ARTICLE 4 : FINANCING CID PROJECT.....	8
SECTION 4.1 DESIGN AND CONSTRUCTION OF CID PROJECT.	8
SECTION 4.2 FINANCING THE CID PROJECT.	8
SECTION 4.3 CERTIFICATE OF COMPLETION AND REIMBURSABLE PROJECT COSTS.....	8
SECTION 4.4 OWNERSHIP, MAINTENANCE AND DEDICATION OF CID PROJECTS.....	9
SECTION 4.5 ANNUAL BUDGET.....	9
SECTION 4.6 NEW CID PROJECTS.	9
ARTICLE 5 : SPECIAL COVENANTS	10
SECTION 5.1 RECORDS OF THE DISTRICTS.	10
SECTION 5.2 RECORDS OF THE CITY.	10
SECTION 5.3 CONSENT BY TENANTS AND TRANSFEREES.	10
SECTION 5.4 DEVELOPER’S OBLIGATIONS TO THE CITY UNDER BOND OR SURETY.	11

ARTICLE 6 : DEFAULTS AND REMEDIES	11
SECTION 6.1 EVENTS OF DEFAULT.	11
SECTION 6.2 REMEDIES ON DEFAULT.	12
SECTION 6.3 RIGHTS AND REMEDIES CUMULATIVE.	12
SECTION 6.4 WAIVER OF BREACH.	12
SECTION 6.5 EXCUSABLE DELAYS.	12
ARTICLE 7 : MISCELLANEOUS	12
SECTION 7.1 EFFECTIVE DATE AND TERM.	12
SECTION 7.2 IMMUNITIES.	13
SECTION 7.3 MODIFICATION.	13
SECTION 7.4 APPLICABLE LAW.	13
SECTION 7.5 VALIDITY AND SEVERABILITY.	13
SECTION 7.6 EXECUTION OF COUNTERPARTS.	14
SECTION 7.7 CITY APPROVALS.	14
SECTION 7.8 DISTRICT APPROVALS.	14
EXHIBIT A.....	18
EXHIBIT B.....	20
EXHIBIT C.....	20
EXHIBIT D.....	21
EXHIBIT E.....	24

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this ____ day of _____ 2019, among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **KANSAS AND KEARNEY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”), and **KANSAS & KEARNEY INTERSECTION CENTER, LLC** (the “**Developer**”) (the City, District and Developer being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires).

WITNESSETH:

WHEREAS, on August 21, 2019, Kansas & Kearney Intersection Center, LLC, owners of the real property, filed the “Petition to Re-establish the Kansas and Kearney Community Improvement District” (the “**Petition**”), which proposed formation of the District to reimburse the Developer for certain costs associated with design and construction of the development (the “**Development**”); and

WHEREAS, the City Council of Springfield, Missouri (the “**City Council**”), did on _____, 2019, pass Special Ordinance _____, which approved the Petition and formed the District; and

WHEREAS, the Petition requires the District and the Developer to enter into an agreement with the City, which shall provide for the process by which Developer will be reimbursed by the District for Reimbursable Project Costs, the Missouri Department of Revenue will collect the CID Sales Tax Revenues and the District will make payments to the Developer for Reimbursable Project Costs and other costs and requirements as set forth in the Petition; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Project, impose the CID Sales Tax to pay for Reimbursable Project Costs and other costs as set forth in the Petition, and enter into this Agreement for such purposes; and

WHEREAS, following the imposition of the CID Sales Tax, the Missouri Department of Revenue will collect the CID Sales Tax on behalf of the District in accordance with this Agreement, and the CID Sales Tax Revenues will be used to reimburse the Developer for Reimbursable Project Costs and other costs as set forth in the Petition; and

WHEREAS, the City is authorized in accordance with the provisions of the CID Act to perform all functions incident to the administration, collection, enforcement, and operation of the CID Sales Tax, and contract with the District for such purposes.

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

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions.

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

“Administrative Fee” means that amount of the CID Sales Tax Revenue that the City shall receive as compensation for performing the duties of collecting the CID Sales Tax, pursuant to Section 3.3 of this Agreement.

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

“CID Projects” means any public or private improvements within the District, eligible under the CID Act, that are constructed for or in connection with the Development and the remediation of blight within the District, eligible under the CID Act, that are constructed for or in connection with the Development, as set forth in the Petition and further described in **Exhibit “C”** attached hereto.

“CID Sales Tax” means the sales and use tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within their boundaries pursuant to the CID Act, in the amount not to exceed one percent (1.0%).

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

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

“District” is the Kansas and Kearney Community Improvement District, which includes all real property described on **Exhibit “A”** and depicted on **Exhibit “B”**.

“Event of Default” means any event specified in Section 6.1 of this Agreement.

“Excusable Delays” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party’s failure

to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

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

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

“Reimbursable Project Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the Developer or the District with respect to the construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the CID Project that is constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Project, and the ongoing administration of the District, including but not limited to the following:

(1) Actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project;

(2) All Operating Costs of the District; and

(3) All other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Project and which may lawfully be paid or incurred by the District under the CID Act.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of District’s Board of Directors (the

“Board”), the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. Consideration and public benefit: The District acknowledges that construction of the CID Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Project will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary infrastructure improvements for the Development and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2 Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional-charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City or his designee has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of

the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3 Representations by the Developer.

The Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligations of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Project. In addition, no litigation, proceedings or investigation are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, and operations as contemplated by this Agreement.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales Tax Revenue from the Department of Revenue, or collected by the City as provided herein, which shall be used to reimburse the Developer for Reimbursable Project Costs incurred by the Developer and the District for Operating Costs incurred by the District in the order of priority set forth herein. The

District and the City shall have no obligation to reimburse the Developer for Project Costs until a Certificate has been approved (as described in Section 4.3) and after and to the extent CID Sales Tax Revenues have been collected and are available for payment to Developer in accordance with this Agreement.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act. In the event that the Department of Revenue refuses such collection and allows the City to collect in lieu of state collection, the City shall collect the CID Sales Tax. The City agrees to perform for the District all functions incident to the administration and enforcement of the CID Sales Tax, pursuant to the CID Act and this Agreement. The District will enact a resolution that (i) imposes the CID Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the CID Sales Tax, (iii) authorizes the City to collect in lieu of state collection, if the Department of Revenue refuses to collect, and (iv) prescribes any required forms and administrative rules and regulations for reporting and collecting the CID Sales Tax. After collection by the Department of Revenue and/or the City (as the case may be) and the CID Sales Tax Revenues have been transferred to the District, the CID Sales Tax Revenues shall be deposited by the District directly into a special trust account in accordance with the resolution adopted by the District. The District may amend the forms, administrative rules and regulations applicable to the administration, collection, enforcement and operation of the CID Sales Tax, as needed.

Section 3.3 Administrative Fee and Collection Fee for the CID Sales Tax.

A. The City shall receive an Administrative Fee in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenues for its administration efforts with the District and its review of project costs for certification and reimbursement. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter and shall be accompanied by a Certificate signed by an officer of the District certifying that the payment amount is 1.5% of the District Sales Tax revenues during that period. A sample Certificate is attached as **“Exhibit D”**.

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

C. In the event that the Administrative Fee and/or the Collection Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for such actual costs that exceed the Administrative Fee and/or the Collection Fee. In the event that there are insufficient funds in any fiscal year to cover such actual costs incurred by the City, such unpaid Administration Fees and/or Collection Fees shall be paid in subsequent fiscal years.

Section 3.4 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District, which shall be approved by the District.

Section 3.5 Enforcement of the CID Sales Tax.

The District authorizes the City, to the extent permitted by law, to take any and all actions necessary for collection and enforcement of the CID Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend in action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of any CID Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Section 3.6 Distribution of the CID Sales Tax Revenue.

No disbursements of the CID Sales Tax Revenues shall be made until the City has approved a Certificate, as defined in Section 4.3. After the City has approved a Certificate for the CID Project, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales Tax Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

- A. The District shall pay the City's Administrative Fee and Collection Fee, if applicable, as set forth in Section 3.3.
- B. The District shall pay Operating Costs of the District.
- C. The District shall pay Developer's Reimbursable Project Costs.

Section 3.7 Records of the CID Sales Tax.

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

Section 3.8 Repeal of the CID Sales Tax.

When: (1) the Developer has been fully reimbursed for the costs incurred by the Developer: (a) to finance the CID Project and Reimbursable Project Costs and (b) to pay ongoing Operating Costs associated with and required by the business of the District, or (2); thirty (30) years following the date the District was established, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or

modification of the CID Sales Tax and abolishment of the District if: (1) any CID Sales Tax Revenue is due to the City for outstanding Administrative Fees; or (2) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (3) any portion of the District's obligations remain unpaid. The City's obligation to perform for the District any functions incident to the administration, collection, enforcement and operation of the CID Sales Tax for the District shall terminate concurrent with the repeal of the CID Sales Tax levied by the District. Upon repeal of any CID Sales Tax, the District shall:

- A. Pay the City's Administrative Fee and Collection Fee, if applicable, to which it is entitled in accordance with this Agreement.
- B. Pay all outstanding Operating Costs to the District.
- C. Pay all unpaid Reimbursable Project Costs to the Developer.
- D. Retain any remaining CID Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

As allowed by the CID Act, the District's role is solely to fund and assist in the funding of the CID Project and the Operating Costs incurred by Developer. The CID Project shall be designed and constructed by or at the direction of Developer, and the District shall have no obligation to design and construct the CID Project. The CID Project shall be designed and constructed on a schedule to be determined by the Developer, in accordance with plans approved by the City. The Developer shall comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer for the construction of the CID Project. The Developer shall indemnify and hold harmless the City for any damage resulting to it from failure of either the Developer or the District for any damage resulting from failure of either the Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Project.

The Developer shall provide or secure the financing of the CID Project. The District shall be allowed and is authorized to issue and incur the District obligations, such as promissory notes to the Developer for certified reimbursement expenses as well as bonds and other financing mechanisms as the District determines is in its best interest. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the CID Project.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Project, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs ("**Certificate**") using the form attached as

Exhibit “D”: The Developer shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the City determines that the CID Project, or an applicable portion of any CID Project, has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate and the amounts stated therein for payment. If the CID Project, or an applicable portion of any CID Project, is not complete, then the City shall not approve the certificate and the amounts stated therein for payment, and shall specify in writing within sixty (60) days after receiving Developer’s Certificate the reason(s) for withholding its approval. Upon request of the Developer or the Board, the City shall hold a hearing at which the Developer or the Board may present new and/or additional evidence. Developer shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

The District’s sole role is to fund and assist in the funding of the CID Project and the Operating Costs. The District shall have no ownership of the CID Project, and title to the CID Project shall at all times be vested in the name of the Developer and its successors, the City, or other appropriate entity. The District shall not be responsible for maintenance of the CID Project. The Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Project in such form and amounts as required by applicable City or state law.

Section 4.5 Annual Budget.

The budget for the District’s first fiscal year shall be prepared and submitted to the City Council within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City Council, which shall be approved by the Board. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.1471 RSMo, as amended. Once the budget is approved by the Board, the City shall have the right to comment on the Budget. Based on the City’s comments, the Board may determine that the budget should be amended. However, if there are no comments from the City or the Board determines that no revisions to the budget are necessary following the City’s comments, the budget shall be effective without further action or vote by the Board.

Section 4.6 New CID Projects.

The District may use CID Sales Tax Revenue, as such revenues are available, to pay Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any additional CID Projects which are not reasonably described in Exhibit D to the Petition, except with the prior approval of the City Council. Payments due to the City pursuant to the priority

established in Section 3.6 for its Administrative Fee shall take priority over any costs associated with new CID Projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the Districts.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied, and will furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties that are otherwise considered public information and not confidential in nature shall at all times during regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

The City shall keep and maintain adequate records of the disbursements it authorizes the District to make for reimbursement or payment of the Reimbursable Project Costs (including Operating Costs) to the Developer and the Administrative Fees and Collection Fees paid to the City. Such records shall be available for inspection by the District upon reasonable notice. The CID shall submit a true and accurate copy of all agendas at least twenty-four hours in advance, annual meeting notices and minutes, the adopted budget and any reports or filings provided to State agencies.

Section 5.3 Consent by Tenants and Transferees.

A. Developer shall use best efforts to cause all leases of property in the District to contain provisions that are in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Kansas and Kearney Community Improvement District (“District”) created by Springfield, Missouri (the “City”), and that the District imposes a sales tax on Tenant’s economic activities, which will be applied toward the costs of improvements for the Development. Tenant shall forward to the City copies of Tenant’s State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of

Revenue. Tenant hereby acknowledges and agrees that the District, and the City, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

Provisions in substantial compliance with these provisions shall be included in all sales contracts with purchases of property located within the District, requiring said sales information be provided to the City.

B. At least five (5) days following its execution, the Developer shall provide a certification to the City, signed by Developer and each such tenant/purchaser, confirming that each lease/sales contract affecting Property within the District includes the provisions satisfying the Developer's obligation as set forth in this Section 5.3. Failure of the Developer to require to include such restrictions in any such lease or sale contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District's and the City's rights of enforcement and remedies under this Agreement.

C. Developer, to the maximum extent possible, shall enforce the lease/sales contract obligation set forth in paragraph A of this Section and shall require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the City a copy of their Missouri sales tax receipts and filing indicating the amount of the sales tax paid. This obligation shall be a covenant running with the land and shall be enforceable against the Developer, to the extent Developer continues to own property within the District and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District.

Section 5.4 Developer's Obligations to the City under Bond or Surety.

The Parties agree that:

A. The CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in Section 2.1 and shall be a Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. In the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or an Ordinance, then the City shall be entitled to reimbursement from the District for such Reimbursable Project Costs or Operating Expenses that are not paid or reimbursed to the City under such bond or surety. The City shall complete a certificate in substantial compliance with the form in **Exhibit "E"** to receive such reimbursement, which shall be approved by the District in accordance with Section 4.3.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to make a payment in a timely manner as required by this Agreement, and the continuance of such failure for ten (10) days following written notice to District of such failure; or

B. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

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

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agree to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

Section 7.3 Modification.

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

Section 7.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6 Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7 City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.8 District Approvals.

Unless specifically provided to the contrary herein, all approvals of any District hereunder may be given by the Executive Director or his designee without the necessity of any action by the Board.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:

**THE CITY OF SPRINGFIELD,
MISSOURI**

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**KANSAS AND KEARNEY
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
Name:
Title: Chairman

ATTEST

By: _____
Secretary

**KANSAS & KEARNEY INTERSECTION
CENTER, LLC *[DEVELOPER]***

By: _____
Name:
Title: Managing Member

EXHIBIT A
DISTRICT LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 29 NORTH, RANGE 22 WEST, ALL BBNG IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11;

THENCE SOUTH 02°38'13" WEST, ALONG THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 20.00;

THENCE SOUTH 88°50'48" EAST, A DISTANCE OF 20.01 FEET TO A POINT 20.00 FEET EAST OF THE CENTERLINE OF KANSAS EXPRESSWAY (ROUTE 13) AND 20.00' SOUTH OF THE NORTH LINE OF SAID SECTION 11, WHICH IS THE POINT OF BEGINNING;

THENCE SOUTH 88°50'48" EAST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 350.07 FEET TO A POINT AT THE INTERSECTION WITH THE CENTERLINE OF OLD BOLIVAR ROAD;

THENCE SOUTH 15°32'08" EAST, ALONG THE CENTERLINE OF SAID OLD BOLIVAR ROAD, A DISTANCE OF 680.71 FEET TO A POINT AT THE INTERSECTION WITH THE CENTERLINE OF TURNER STREET:

THENCE NORTH 88°19'32" WEST, ALONG THE CENTERLINE OF SAID TURNER STREET, A DISTANCE OF 465.39 FEET;

THENCE SOUTH 01°40'28" WEST; A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID TURNER STREET;

THENCE SOUTH 43°18'28" WEST, A DISTANCE OF 39.86 FEET TO A POINT ON THE EAST RIGHT OF WAY OF KANSAS EXPRESSWAY (ROUTE 13);

THENCE SOUTHERLY 182.69 FEET, ALONG SAID EAST RIGHT OF WAY AND ALONG A 2914.93 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF SOUTH 01°30'33" EAST, 182.66 FEET;

THENCE NORTH 89°42'50" WEST, A DISTANCE OF 30.00 FEET TO A POINT 20 FEET LEFT, OR EAST, OF SAID KANSAS EXPRESSWAY CENTERLINE STATION 27+21.59;

THENCE NORTHERLY 184.56 FEET, ALONG A LINE OFFSET 20 FEET LEFT AND PARALLEL WITH SAID CENTERLINE AND ALONG A 2884.93 FOOT RADIUS CURVE TO THE LEFT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 01°32'47" WEST, 184.53 FEET TO A POINT 20 FEET LEFT OF SAID CENTERLINE AT STATION 25+38.31;

THENCE NORTH 03°22'45" WEST, ALONG SAID 20 FEET OFFSET AND PARALLEL LINE, A DISTANCE OF 243.30 FEET TO A POINT 20 FEET LEFT OF SAID CENTERLINE AT STATION 22+95.01;

THENCE NORTHERLY 297.91 FEET, CONTINUING ALONG SAID 20 OFFSET AND PARALLEL LINE AND ALONG A 284,4.79 FOOT RADIUS CURVE TO THE RIGHT, HAVING A CHORD BEARING AND DISTANCE OF NORTH 00°22'45" WEST, 297.77 F ET TO A POINT 20 FEET LEFT OF SAID CENTERLINE AT STATION 19+95.00;

THENCE NORTH 02°37'08" EAST, ALONG 20 OFFSET AND PARALLEL LINE, A DISTANCE OF 165.81 FEET TO THE POINT OF BEGINNING; CONTAINING 298,453 SQUARE FEET.

EXHIBIT B
MAP OF THE DISTRICT



EXHIBIT C
CID Projects

Public Improvements:

Road/ Access Improvements:	
Construction of Right-In/Right Out access to Kansas Expressway;	
Acceleration and Deceleration	
Lanes; Sidewalk Improvements; Temporary Traffic Control,	
Erosion Control; Excavation and Embankment:	\$ 350,000
Utility Work:	
Move Electric and Telephone Utilities	\$ 50,000
Total Estimated Hard Cost:	\$ 400,000
Professional Fees/Engineering Fees/Legal Fees/Consulting Fees:	\$ 150,000
Total Estimated Cost:	\$ 550,000

**EXHIBIT D
FORM OF
CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

To: City Manager, City of Springfield, Missouri
cc: Executive Director, Kansas and Kearney Community Improvement District

Re: Completion and Certification of the Kansas and Kearney Community Improvement District Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 20____ (the "Agreement") between the City of Springfield, the Kansas and Kearney Community Improvement District and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The capital improvements of the CID Project, or an appropriate portion thereof, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements in the CID Project.
2. Each item listed on *Schedule 1* attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.
3. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.
4. No item listed on *Schedule 1* has previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

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

9. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

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

11. The parties acknowledge and agree that the Developer may submit more than one Certificate as appropriate stages of the CID Project are completed and the City shall consider and approve each Certificate provided it is otherwise in compliance with the Cooperative Agreement.

12. The parties hereto acknowledge and agree that Reimbursable Project Costs include the Operating Costs of the District and that the Developer shall be entitled to submit requests for said Operating Costs under and as a part of this Certificate.

Dated this _____ day of _____, 20____.

[DEVELOPER]

By: _____

Name: _____

Title: _____

Approved:

**CITY OF SPRINGFIELD, MISSOURI,
agent for the Kansas and Kearney Community Improvement District**

By: _____

Name: _____

Title: _____

Date: _____

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

Itemization of Reimbursable Project Costs

EXHIBIT "E"

**FORM OF
CERTIFICATE OF PAYMENT OF ADMINISTRATIVE FEE**

To: City of Springfield, Missouri

Re: Kansas and Kearney Community Improvement District Administrative Fee

1. The City is entitled to receive an Administrative Fee for administering the District Sales Tax in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenues.

2. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter.

3. The District's total District Sales Tax Revenues for the quarter beginning on (DATE) and ending on (DATE) are: \$_____.

4. The District submits to the City payment of its Administrative Fee for the quarter beginning on (DATE) and ending on (DATE) in the amount of \$_____, which is 1.5% of the District Sales Tax revenues during that period.

Dated this ____ day of _____, 20__.

**KANSAS AND KEARNEY
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____

Name: _____

Title: _____

Payment accepted this ____ day of _____, 20____:

CITY OF SPRINGFIELD, MISSOURI,

By: _____

Name: _____

Title: _____

One-rdg. _____
P. Hrngs. X
Pgs. 32
Filed: 10-01-19

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 230

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 3 acres of property,
3 generally located at 833, 911, and 921 East Division Street, the 1500
4 Block of North Sherman Avenue, and 824 and 826 East Locust Street
5 from R-SF, Single-Family Residential, R-TH, Residential Townhouse, and
6 LB, Limited Business to GI, Government and Institutional Use District; and
7 adopting an updated Official Zoning Map. (Staff and Planning and Zoning
8 Commission both recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 833, 911, and 921 East Division Street, the 1500 Block of North
13 Sherman Avenue, and 824 and 826 East Locust Street, and more fully described in
14 "Exhibit A," from R-SF, Single-Family Residential, R-TH, Residential Townhouse, and
15 LB, Limited Business to GI, Government and Institutional Use District; and
16

17 WHEREAS, following proper notice, a public hearing was held before the
18 Planning and Zoning Commission on September 12, 2019, a copy of the Record of
19 Proceedings from said public hearing being attached hereto and incorporated herein by
20 this reference as "Exhibit B," and said Commission made its recommendation; and
21

22 WHEREAS, the City has reviewed the applicant's request and prepared a staff
23 report concerning the application which is attached hereto and incorporated herein by
24 this reference as "Exhibit C;" and
25

26 WHEREAS, proper notice was given of a public hearing before City Council and
27 said hearing was held in accordance with law.
28

29 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
30 SPRINGFIELD, MISSOURI, as follows, that:
31

32 Section 1 – The property described in "Exhibit A," which is attached hereto and
33 incorporated herein by this reference, is hereby rezoned from R-SF, Single-Family

Residential, R-TH, Residential Townhouse, and LB, Limited Business, or such zoning districts as are designated on the official zoning map adopted by City Council, to GI, Government and Institutional Use District. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed and modified consistent with this Ordinance.

Section 2 – City Council hereby directs the City Manager, or his 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 36-306, 'Official zoning maps and rules of interpretation.'

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: *Achale T. Wudu*, Assistant City Attorney

Approved for Council action: *Jason A. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 230

FILED: 10-01-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3 acres of property generally located at 833, 911 and 921 East Division Street, the 1500 Block of North Sherman Avenue and 824 and 826 East Locust Street from R-SF, Single-Family Residential, R-TH, Residential Townhouse and LB, Limited Business to GI, Government and Institutional Use District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-20-2019

The applicant, Springfield Public Schools, is proposing to rezone approximately 3 acres of property generally located in the 833, 911 and 921 East Division Street, the 1500 Block of North Sherman Avenue and 824 and 826 East Locust Street from R-SF, Single-Family Residential and R-TH, Residential Townhouse and LB, Limited Business to GI, Government and Institutional Use District. The applicant intends to construct an elementary school on the subject property.

REMARKS:

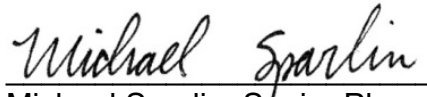
The Planning and Zoning Commission held a public hearing on September 12, 2019, and recommended to approve, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Mid-Town Neighborhood Plan* which recommends managing the expansion of institutional uses without negatively affecting the future of the residential portions of the neighborhood. The proposed elementary school utilizes land already owned by the school district and is located along Division Street, a major corridor within the neighborhood. By utilizing the land of former Berry Elementary, the expansion of school property minimizes any adverse effects the school may have on neighboring properties and the Mid-Town neighborhood. The *Plan*, adopted in 2001, mentions that the school district was investigating the possibility of combining Boyd and Berry elementary school campuses.
2. Approval of this application will allow for continued public use of this property and promote infill development where investments have already been made in public services and infrastructure.

Submitted by:



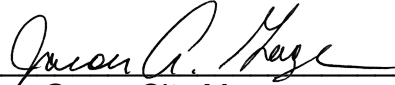
Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Neighborhood Meeting Summary

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-20-2019**

All of Lots Three (3) through Six (6) of Block One (1) and all of Lots One (1) through Six (6) of Block Two (2) of the Original Plat of North Springfield ALONG WITH All beginning 10 feet East of the Southeast corner of Lot Six (6), Block One (1), in the original of North Springfield; thence, North 197 feet to an alley; thence East 48 feet; thence South 197 feet; thence, West 48 feet to the Point of Beginning, all lying in the City of Springfield, Greene County, Missouri.

Exhibit B

**RECORD OF PROCEEDINGS
Planning and Zoning Commission – September 12, 2019**

Z-20-2019

833, 911 & 921 East Division Street and 1500 blk of North Sherman Avenue and 824 & 826 East Locust Street

Applicant: School District of Springfield, R-12

Mr. Hosmer stated that this is a request to rezone approximately 3 acres of property generally located in the 833, 911 and 921 East Division Street, 1500 Block of North Sherman Avenue and 824 and 826 East Locust Street from R-SF, Single-Family Residential and R-TH, Residential Townhouse and LB, Limited Business to GI, Government and Institutional Use District. The Comprehensive Plan identifies this as an appropriate for Low-Density Housing. Schools are allowed in all residential districts. The request is consistent with the Mid-Town Neighborhood Plan which recommends managing the expansion of institutional uses without negatively affecting the future of the residential portions of the neighborhood. The applicant, SPS, will consolidate the three zoning districts into one district and allow for the development of a new elementary school. The Major Thoroughfare Plan classifies Division Street as a Primary Arterial, Sherman Avenue as a Collector and Locust Street as a Local roadway. A Traffic Impact Study was not required. The property is located within the Jordan Creek North Branch drainage area; and is not in stream buffer. A fee in lieu of on-site stormwater detention will not be allowed. The GI district is established for lands where governmental activities, major public and private educational and medical facilities are located. There is a pending request to vacate Sherman Avenue. Staff recommends approval.

Ms. Melissa Cox voiced access concerns about the potential Vacation.

Mr. Hosmer noted that staff has not seen the layout at this time, and this is not what is being considered tonight.

Mr. Doennig opened the public hearing,

Mr. Derek Lee, 1200 E. Woodhurst, representing the owner noted that there were neighborhood concerns regarding vehicles backing out in the area, but has had no negative comments regarding the school building.

Mr. Doennig asked about the northeast corner and if a school is already in place.

Mr. Lee stated that there is a building in the area, however it is not be utilized as a school.

Mr. Doennig closed the public hearing.

Mr. Terry Schull, 1534 N. Clay Avenue, voiced his concerns regarding traffic and parking issues stating not enough room for buses and parents picking up their children and does not like this situation.

Mr. Donald Hampton, 922 E. Locust Street, questioned if the alley access would be blocked. He noted that he has seen homeless people gathering and also trash/junk being dumped and would like it to be blocked.

Mr. King Coltrin asked if the speaker if he opposed the proposed school and if he has discussed his concerns.

Mr. Schull stated that he did not have a problem with the proposed school, only the alleyway and did discuss it with the school district.

Mr. Mike Higgins, 1000 E. Division wanted to know if his house would be affected by the proposed school and vacating Sherman Avenue.

Mr. Hosmer stated that his home will not be affected.

Ms. Susan Schull, 1534 N. Clay Avenue questioned the layout/plan of the school and believes the buses will have problems turning around.

Mr. King Coltrin asked if the speaker if she opposed the proposed school and if he has discussed his concerns.

Ms. Schull stated her concerns are with the layout/plans but does not oppose the school.

Mr. Ken Spellman, 1622 E. Lark Street, questioned the flow of traffic in the alley and believes it restricts access to his tenant (parking and traffic concerns) that lives on E. Locust Street.

Mr. Doennig closed the public meeting.

Ms. Cox asked about the access (Vacation and alley).

Mr. Hosmer stated that he is not sure of the access, however potentially vacating Sherman, but has not seen any of the details.

Ms. Cox asked about buses using the alleyway.

Mr. Hosmer stated that will need to be improvements.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Z-20-2019 (833, 911 & 921 East Division Street and 1500 blk of North Sherman Avenue and 824 & 826 East Locust Street). Mr. Shuler

seconded the motion. Ayes: Doennig, Coltrin, Shuler, Cox, Thomas, Rose, and Jobe.
Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', enclosed within a thin black rectangular border.

Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

SEPTEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING:

OCTOBER 7, 2019



CASE NUMBER:
Z-20-2019

PROJECT LOCATION: 833, 911 & 921 East Division Street, 1500 Block of North Sherman Avenue & 824, 826 East Locust Street

ACRES: 3 acres

EXISTING LAND USE: School, vacant and undeveloped land

APPLICANT: Springfield Public Schools

STAFF:
Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-20-2019

SUMMARY OF REQUEST:

Request to rezone approximately 3 acres of property generally located in the 833, 911 and 921 East Division Street, 1500 Block of North Sherman Avenue and 824 and 826 East Locust Street from R-SF, Single-Family Residential and R-TH, Residential Townhouse and LB, Limited Business to GI, Government and Institutional Use District.

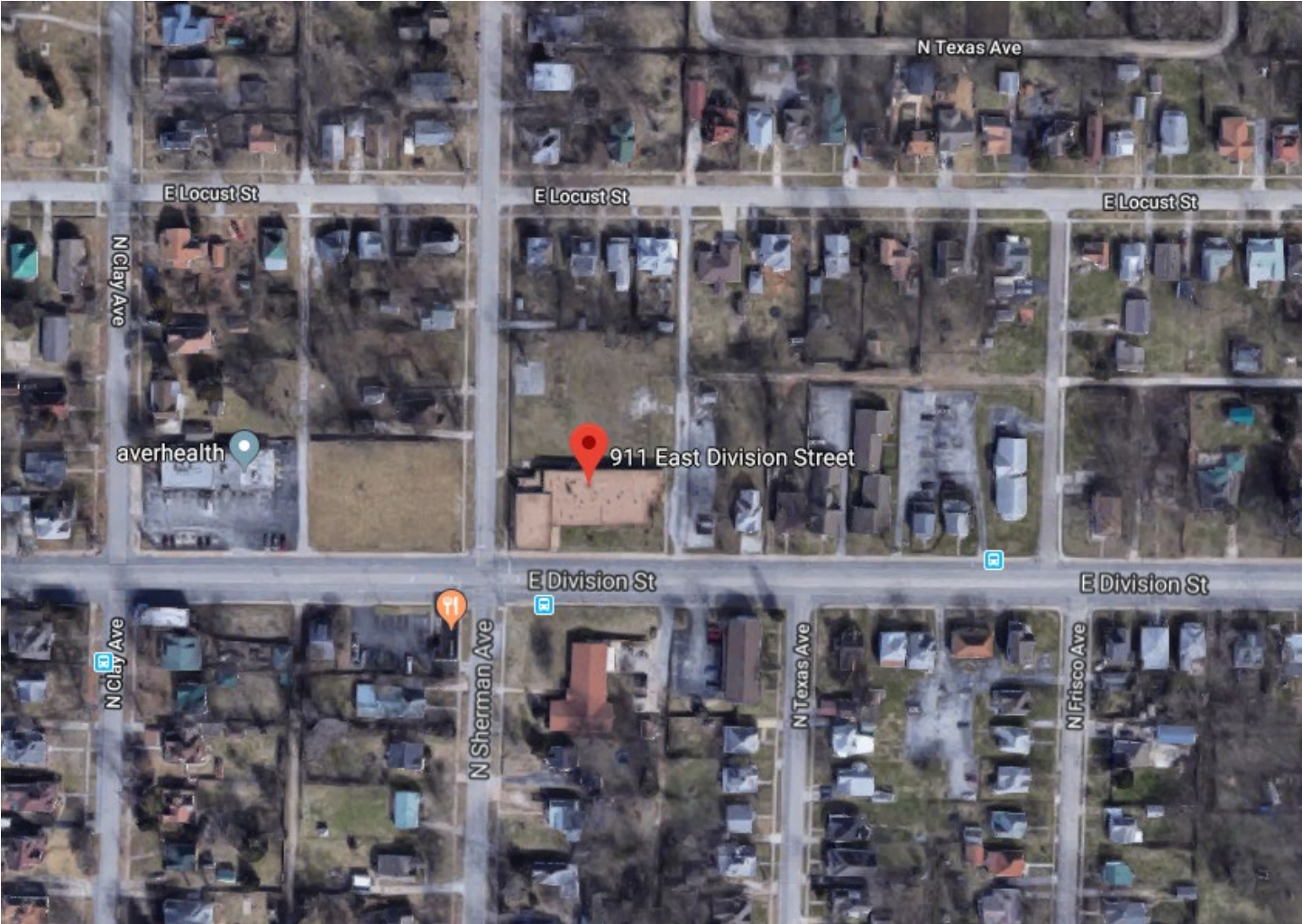
FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Mid-Town Neighborhood Plan* which recommends managing the expansion of institutional uses without negatively affecting the future of the residential portions of the neighborhood. The proposed elementary utilizes land already owned by the school district and is located along Division Street, a major corridor within the neighborhood. By utilizing the land of former Berry Elementary, the expansion of school property minimizes any adverse effects the school may have on neighboring properties and the Mid-Town neighborhood. The *Plan*, adopted in 2001, mentions that the school district was investigating the possibility of combining Boyd and Berry elementary school campuses.
2. Approval of this application will allow for continued public use of this property and promote infill development where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	LB, PD 152	R-TH	LB, R-SF
LAND USE	Single-family Residences	Restaurant, Multi-family dwelling and Assisted Living facility	Single-family Residences	Single-family Residences, Commercial/Retail uses

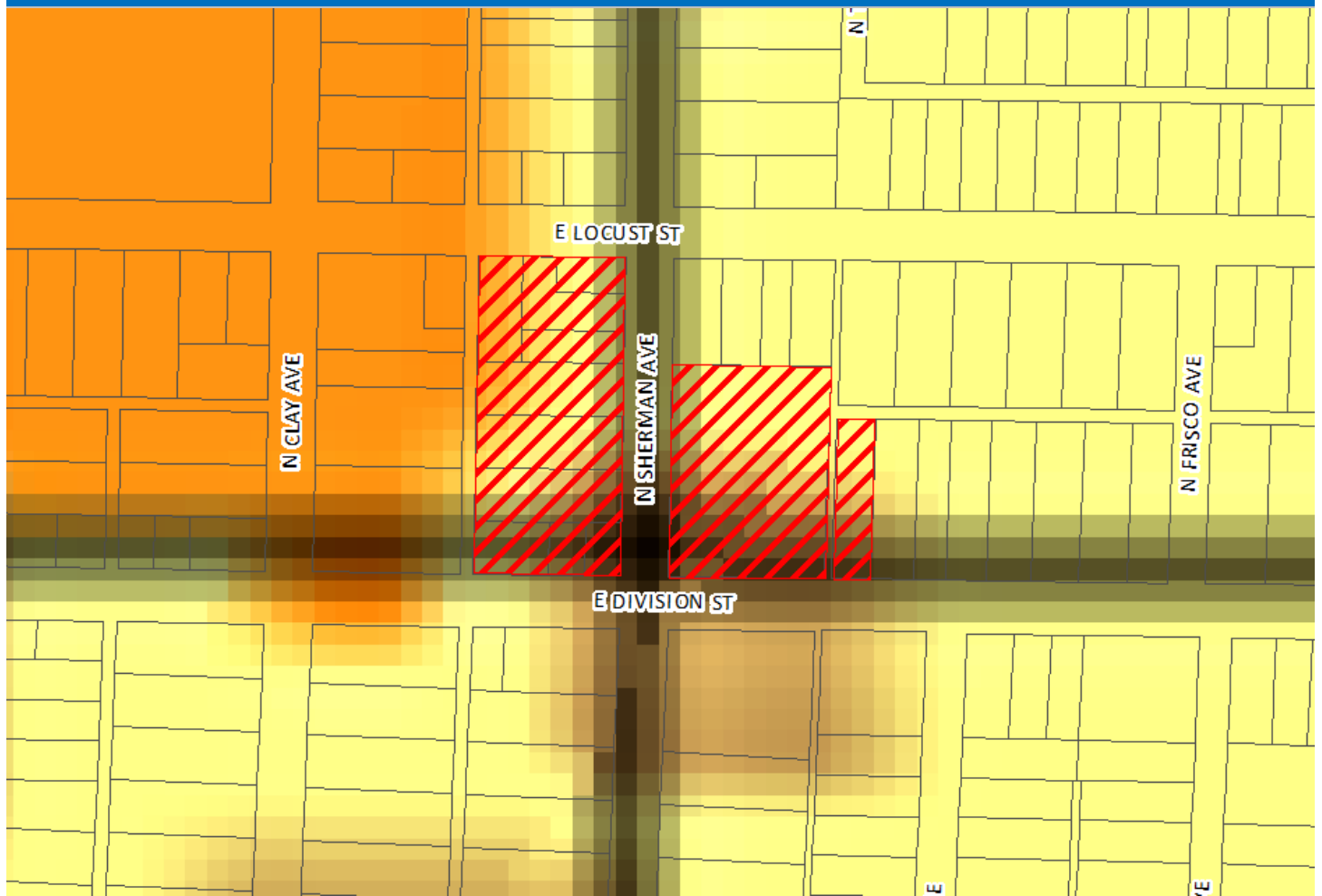
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- General Industry, Transportation and Utilities
- Park
- School
- Golf
- Community-Public
- Urban Reserve Area
- Rural Area

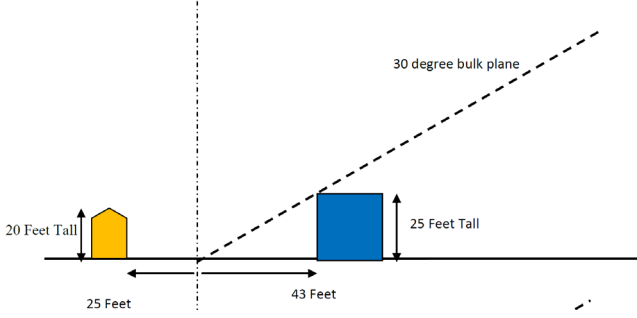
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

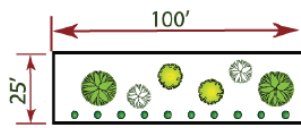
PROPERTY HISTORY:

The subject property was originally zoned R-SF, R-TH and LB in the city-wide remapping in 1995.

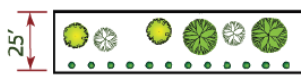
ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GI
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Minimum open space	20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING





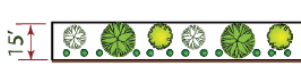
0.7



0.8



1.0



0.8

A bufferyard type D is required adjacent to R-SF and R-TH zoned property.

F1

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for low-density housing. However, the Plan states that the land use plan map “should not be taken too literally but should be used in conjunction with the guidelines from previously-prepared neighborhood plans, the growth management and community physical character policies of this plan and good judgement.”

The *Mid-Town Neighborhood Plan*, adopted as an element of the Master Plan in March 2001, identified an objective to “manage the expansion of institutional uses without negatively affecting the future of the residential portions of the neighborhood.” The *Plan* also states that the school district “is looking at the possibility of...combining Boyd/Berry Elementary campuses. The *Plan* identifies neighborhood areas that are recommended to retain their residential character.

The Major Thoroughfare Plan classifies Division Street as a Primary Arterial, Sherman Avenue as a Collector and Locust Street as a Local roadway.

STAFF COMMENTS:

1. The applicant, Springfield Public Schools, is proposing to rezone approximately 3 acres of property generally located in the 833, 911 and 921 East Division Street, 1500 Block of North Sherman Avenue and 824 and 826 East Locust Street from R-SF, Single-Family Residential and R-TH, Residential Townhouse and LB, Limited Business to GI, Government and Institutional Use District. The applicant intends to construct an elementary school on the subject property.

-
2. Approximately 2.5 acres of the 3 acres of property is zoned R-SF and R-TH which allows elementary schools by right. The LB district does not allow elementary schools. This application will consolidate the three zoning districts into one district and allow for the development of the proposed elementary school.
 3. This application is consistent with the *Mid-Town Neighborhood Plan* which recommends managing the expansion of institutional uses without negatively affecting the future of the residential portions of the neighborhood. The proposed elementary utilizes land already owned by the school district and is located along Division Street, a major corridor within the neighborhood. By utilizing the land of former Berry Elementary, the expansion of the school property will minimize any adverse effects the school may have on neighboring properties and the Mid-Town neighborhood.
 4. The GI district is established to apply to those lands where federal, state or local government activities are conducted, where governments hold title to such lands, and to major public and private educational and medical facilities.
 5. Approval of this application will allow for continued public use of this property and promote infill development where investments have already been made in public services and infrastructure.
 6. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on June 26, 2019 regarding the rezoning request. A summary of the meeting is attached (Attachment 3)

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events 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.

Notices sent to property owners within 185 feet:	Mailed: 33	Returned: 0
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DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No objection to rezoning.

CITY UTILITIES COMMENTS:

No objection to rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning. Public sewer is available for this tract.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Division Street as a Primary Arterial roadway, N. Sherman Avenue as a Collector roadway, and E. Locust Street as a local roadway. The standard right-of-way widths for Division Street, Sherman Avenue, and Locust Street are 50 feet from centerline, 30 feet from centerline, and 25 feet from centerline, respectively. Given the characteristics of E. Division Street and its developed nature, Traffic does not believe any additional right-of-way is needed along the corridor. Given that the applicant is SPS, an ARC approval is not needed for a reduction in the amount of right-of-way to be dedicated. N. Sherman Avenue is a Collector Street and is proposed to be vacated as a part of this development. No additional right-of-way is needed along E. Locust Street. All requirements for the vacation of Sherman Avenue must be met, as described in the vacation request. A survey is recommended to determine the exact amount of existing right-of-way. All three of the aforementioned street are City-maintained.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on Division Street and Sherman Avenue are 12,728 VPD and 785 VPD, respectively. There are no recent traffic counts for Locust St. On-street parking is allowed along Locust Street and Sherman Avenue, but not Division Street.

DRIVEWAY ACCESS

There are currently several driveway access points to the property. However, driveway access to the site is planned to change substantially, but will be subject to the same driveway spacing requirements as currently spelled out in the Public Works Design Standards.

SIDEWALK

There is existing sidewalk along the property frontage of E. Division Street, N. Sherman Avenue, and E. Locust Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area pertaining to this rezoning. There are bus stops along E. Division Street. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required. Although the change in zoning itself exceeds those thresholds spelled out in Chapter 9 of the Public Works Design Standards, Traffic believe that adequate infrastructure currently exists to allow the proposed use (elementary school). In its current zonings, most of the land is already zoned appropriate to accommodate the proposed school, however, at the request of the City, it was proposed to have a uniform zoning of GI. For this reason, a TIS/any improvements are not required. Public Works does not currently have plans to make improvements to this section of Division, Locust, or Sherman. However, Public Works does have plans to make improvements to the Division/Commercial intersection a few blocks to the east. Extent of these improvements and a date of construction is still TBD.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	E. Division Street	Primary Arterial	No	33	50
Street 2	N. Sherman Avenue (to be vacated)	Collector	Yes	31	30
Street 3	E. Locust Street	Local	Yes	32	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		16.50	35.27	387.28	N/A
*Proposed Trips Generated		510.00	237.00	1464.00	N/A
Additional Trips Generated		493.5	201.73	1076.72	N/A

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the Jordan Creek North Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of flooding problems in the area. If the project increases the amount of impervious surfacing, detention is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed and detention will be required. If disturbing 1 acre or greater, water quality is required. The property is not located in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements.
2. If disturbing 1 acre or greater, water quality will also have to be provided.
3. Drainage easements must be provided for this conveyance.
4. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
5. A land disturbance permit will be required if disturbing 1 acre or greater.

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek North Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

FIRE DEPARTMENT COMMENTS:

No objections to rezoning

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-SF, RTH, LB to GI
(existing zoning) (proposed zoning)
2. Meeting Date & Time: June 26, 2019; 4-6:30 pm
3. Meeting Location: Berry Alternative Elementary, 911 E. Division St., Springfield, MO 65803
4. Number of invitations that were sent: 200
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 18
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).

See attached neighborhood summary letter

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

See attached

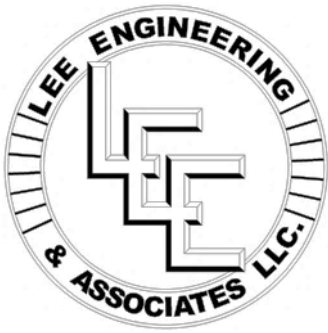
I, Martha Middleton (print name), attest that the neighborhood meeting was held on 6/26/19 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Martha Middleton

Signature of person completing affidavit

Martha Middleton

Printed name of person completing affidavit



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DRIVE., SUITE D200, SPRINGFIELD, MO. 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

Planning and Zoning
840 N Boonville Ave
Springfield, MO 65802

August 19, 2019

RE: PLN2019-00239 – 911 E. Division St. Rezone
Affidavit of Neighborhood Notification and Meeting Summary

Lee Engineering hosted a neighborhood meeting at Berry Alternative Elementary, located at 911 E. Division St., between 4:00 and 6:30 PM, on Wednesday, June 26, 2019. Lee Engineering had two people present to answer questions, Derek Lee and Tandra Lee. The Springfield School District also had two people present to answer questions, Travis Shaw and Brian Saunders.

The issue being discussed was to allow a rezone to government/institutional from individual tracts and combine all tracts into one piece of property. The intent is to construct a new school and the existing lots have three different zoning classifications. In general, everybody supported removing the housing and constructing a new school.

Below are issues that were communicated by the neighborhood, verbally and written, with our responses in bold italic:

1) People were concerned about the extra traffic that would be generated by the new school. Several people were specifically concerned about Locust St., which they considered to be too narrow.

The traffic that would be generated by the school does not warrant widening the adjacent streets. Since schools let out in the early afternoon, the peak school traffic does not occur at the same time as the peak traffic on the surrounding roads. The school will be relatively small and only have four buses.

2) People were concerned about constructing the school over Sherman Avenue because there is a light at Sherman and Division.

There are multiple other streets that connect to Division that would allow full access that are not signalized. There are signalized intersections at Washington Ave., which is less than 1,000 feet to the West, and Glenstone, which is less than 2,000 feet to the East.

3) People were concerned about the school not providing adequate space for pick up and drop off for students. The specific concern was the school traffic would back up into the surrounding streets.

The school will provide adequate drop off and pick up areas for the students without blocking the adjoining streets. The school stated they were only projecting a maximum of four buses would be utilized for the school. Representatives for the School District will design and submit site plans which will include drop off and pick up areas. These site plans will be reviewed by the Traffic Department of the City of Springfield to ensure adequate space for cars and buses is provided by the School District.

The attendees were offered comment sheets to express their concerns to the city council. All comments from the neighborhood are attached. If you have any questions, please feel free to contact our office.

Thank you,

Derek A. Lee, PE.

Neighborhood Meeting Notice

Date of Letter:

6/14/19

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and the officers of any neighborhood associations on file with the City of Springfield.

The applicant or representative below has filed an application with the City of Springfield for a change in land use, zoning or street vacation in your neighborhood.

APPLICANT CONTACT INFORMATION

Applicant/Representative Name: Lee Engineering & Associates LLC

Address: 1200 E. Woodhurst Dr., Suite D200

City, State and Zip: Springfield, MO 65804

Phone Number: (417) 886-9100

E-mail: dlee@leeengineering.biz

PROJECT LOCATION: 911 E. Division St., Springfield, MO

PROPOSED CHANGES:

Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

The current zoning is a combination of limited business, single family residential, town house residential and unzoned right of way. The planning work will zone all the individual tracts to government/institutional and combine all the tracts into one piece of property. The intent is to construct a new school with parking and playground areas. These changes affect the following addresses: 824 & 826 E Locust; 833, 911, & 921 E Division; and 1509, 1515, 1517, 1523, 1527, 1533, & 1535 N Sherman.

PUBLIC NEIGHBORHOOD MEETING

Date of Meeting: 6/26/19

Location of Meeting: Berry Alternative Elementary, 911 E. Division St., Springfield, MO 65803

Time of Meeting: ● 4:00pm to 6:30pm

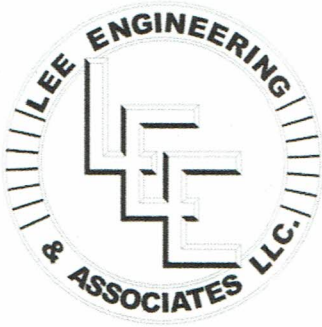
We look forward to seeing you at this meeting! Thank You!

OWN1	OWN_ADDR	CITYNAME	STATECODE	ZIP1
BEDELL, HERLEY JR III	1034 E DIVISION ST	SPRINGFIELD	MO	65803
RENSCH, GEORGE	806 E DELMAR ST	SPRINGFIELD	MO	65807
HIGGINS, MIKE G	1000 E DIVISION ST	SPRINGFIELD	MO	65803
GIBALTAR ENT INC	2733 E BATTLEFIELD ST	SPRINGFIELD	MO	65804
SHERMAN AVE PROJECT AREA COMMITTEE	1228 N SHERMAN AVE	SPRINGFIELD	MO	65802
VICE, PHILIP R	1442 N TEXAS AVE	SPRINGFIELD	MO	65802
WOOLDRIDGE INV LLC	1445 N FRISCO AVE	SPRINGFIELD	MO	65802
JONES, PAUL S	1447 N FRISCO AVE	SPRINGFIELD	MO	65802
STH LLC	3720 W BIRCHWOOD CT	SPRINGFIELD	MO	65807
KELLE, JAN N	1454 N SHERMAN AVE	SPRINGFIELD	MO	65802
DAVIS, JAMES C	4422 W TARKIO ST	SPRINGFIELD	MO	65802
BORLASE, GARY	1433 N TEXAS AVE	SPRINGFIELD	MO	65802
TAYLOR, BETTY	2125 N HOWARD AVE	SPRINGFIELD	MO	65803
HIGHER GROUND RECOVERY CENTER	2032 E KEARNEY	SPRINGFIELD	MO	65803
SHERMAN AVE PROJECT AREA COMM INC	1228 N SHERMAN AVE	SPRINGFIELD	MO	65802
ALLEN, DEBRA D	1440 N SHERMAN PARKWAY AVE	SPRINGFIELD	MO	65803
DIANA DRIVE LLC	244 LAFAYETTE LN	BRANSON	MO	65616
HINDS, KATHY	6241 N CRYSTRAL VALLEY LN	SPRINGFIELD	MO	65803
CAVE, W JOE	1205 N JEFFERSON AVE	SPRINGFIELD	MO	65802
FOURTH BELL LLC	PO BOX 11111	SPRINGFIELD	MO	65808
STONE, REGINA G ETAL	1462 N CLAY AVE	SPRINGFIELD	MO	65802
AL TUHAFI, NIAZI SADEK ETAL REV TRUST	1452 N CLAY AVE	SPRINGFIELD	MO	65802
THIESSEN, ELAINE ETAL	1448 N CLAY AVE	SPRINGFIELD	MO	65802
BUSCH, KYLE J	1440 N CLAY AVE	SPRINGFIELD	MO	65802
1430 NORTH CLAY LLC	2524 E BROADMOOR ST	SPRINGFIELD	MO	65804
SFS PROPERTIES LLC	302 S NATIONAL AVE	SPRINGFIELD	MO	65802
STAFFORD, GARY	939 N FREMONT AVE	SPRINGFIELD	MO	65802
PRICE, JOSEPH A	1461 N SHERMAN AVE	SPRINGFIELD	MO	65802
COLSON, TONY E	245 S MONTE VISTA AVE	SPRINGFIELD	MO	65802
PRODAKES LLC	PO BOX 8222	SPRINGFIELD	MO	65801
POLLOS, JASON	1441 N SHERMAN AVE	SPRINGFIELD	MO	65802
KWON HOLDINGS LLC	4806 S IRONBRIDGE CIR	SPRINGFIELD	MO	65810
CANIZARES, SERGE O	214 CAMBRIDGE AVE	JERSEY CITY	NJ	7307
MID-TOWN NEIGHBORHOOD ASSOC INC	PO BOX 214	SPRINGFIELD	MO	65801
REDING, JOSHUA	2260 N ROGERS AVE	SPRINGFIELD	MO	65803
WEST, MICHAEL C ETAL	1464 N SUMMIT AVE	SPRINGFIELD	MO	65802
CRITES, CAROL J	1441 N CLAY AVE	SPRINGFIELD	MO	65802
GIBSON, SHELLY	2718 S TIMBERCREEK AVE	SPRINGFIELD	MO	65807
FRANKLIN, TERESA A	1455 N CLAY AVE	SPRINGFIELD	MO	65802
FLETCHALL, MICHAEL L	1461 N CLAY AVE	SPRINGFIELD	MO	65802
LINMAN, BECKY S ETAL	1467 N CLAY AVE	SPRINGFIELD	MO	65802
BOSSERT, KIRK A ETAL	PO BOX 3	ASH GROVE	MO	65604
WEDDLE, BROOKE	28 INDIAN CREEK DR	MARSHFIELD	MO	65706
UCKELE, ROBERT DALE	3777 W FARM ROAD 72	SPRINGFIELD	MO	65803
KELLNER, LAWRENCE M ETAL TR	716 E LOCUST ST	SPRINGFIELD	MO	65803
DOMENICO, KATHIE J	1518 N SUMMIT AVE	SPRINGFIELD	MO	65803
EVANS, STANLEY W	1510 N SUMMIT AVE	SPRINGFIELD	MO	65803
COOPER, MATTHEW	715 E DIVISION ST	SPRINGFIELD	MO	65803
GRAY, NATHAN C	5525 PO BOX 11149	SPRINGFIELD	MO	65808
GARDNER, JANE M	725 E DIVISION ST	SPRINGFIELD	MO	65803
SALDANA, FRANCISCO ETAL	1503 N CLAY AVE	SPRINGFIELD	MO	65803

POIRIER, ROBERT	1509 N CLAY AVE	SPRINGFIELD	MO	65803
JOHNSON, ARVIL L	1515 N CLAY AVE	SPRINGFIELD	MO	65803
DAVID PITTS PROP LLC	PO BOX 2792	SPRINGFIELD	MO	65801
CAMPBELL, JOSEPH	1637 N SHERMAN AVE	SPRINGFIELD	MO	65803
JILES, BRADLEY EUGENE	820 E PACIFIC ST	SPRINGFIELD	MO	65803
IVY LLC	644 S SCENIC AVE	SPRINGFIELD	MO	65802
CULBERTSON, DONNA TR	PO BOX 1412	SPRINGFIELD	MO	65801
MULLIGAN PROPERTIES LLC	5118 S CHARLESTON SQ	SPRINGFIELD	MO	65804
BATTAGLIA, MATTHEW S	900 N BENTON AVE	SPRINGFIELD	MO	65802
VARNEY, JUNE C	1614 N CLAY AVE	SPRINGFIELD	MO	65803
JAMERSON, KARLA P	1608 N CLAY AVE	SPRINGFIELD	MO	65803
METTS, TONYA	1109 E DIVISION ST	SPRINGFIELD	MO	65803
SJS INVESTMENT GROUP LLC	PO BOX 231	AVA	MO	65608
PICKETT, JEREMY L	823 E LOCUST ST	SPRINGFIELD	MO	65803
NW PROPERTIES LLC	1330 E SEMINOLE ST	SPRINGFIELD	MO	65804
DAVIS, SHANNON TIRA	1603 N SHERMAN AVE	SPRINGFIELD	MO	65803
HODGES, DANNY	1609 N SHERMAN AVE	SPRINGFIELD	MO	65803
CONLEY, TAMMY L	PO BOX 1322	SPRINGFIELD	MO	65801
BUSCHO, KYLE L	6120 STATE HIGHWAY VV	ROGERSVILLE	MO	65742
417 RENTALS LLC	5759 W US HIGHWAY 60	BROOKLINE	MO	65619
ONE HUNDRED TWO GLENSTONE INC	453 S PATTON AVE	SPRINGFIELD	MO	65806
DUKE, JAMES C	2032 E LARK ST	SPRINGFIELD	MO	65804
DUKE, JAMES C JR	2032 E LARK ST	SPRINGFIELD	MO	65804
SPELLMAN, KENNETH M	1622 E LARK ST	SPRINGFIELD	MO	65804
SCHULL, TERRY	1534 N CLAY AVE	SPRINGFIELD	MO	65803
JOHNSON, LARRY E	1022 E LOCUST ST	SPRINGFIELD	MO	65803
SARTIN, HAROLD LYNDON	1016 E LOCUST ST	SPRINGFIELD	MO	65803
GARDNER, TIFFANY N	1008 E LOCUST ST	SPRINGFIELD	MO	65803
HODGES, LAURIE A	1000 E LOCUST ST	SPRINGFIELD	MO	65803
SHEPHARD, ELIZABETH	930 E LOCUST ST	SPRINGFIELD	MO	65803
HAMPTON, DONALD R	922 E LOCUST ST	SPRINGFIELD	MO	65803
WARNHOLTZ, PENELOPE BUTLER ETAL	916 E LOCUST ST	SPRINGFIELD	MO	65803
SEEBY, CHARLOTTE ANN ETAL	705 S MARLAN AVE	SPRINGFIELD	MO	65802
OAKWIRE RENTAL PROP LLC	2550 N CLIFTON AVE	SPRINGFIELD	MO	65803
SHERMAN AVENUE PROJECT AREA	PO BOX 6317	SPRINGFIELD	MO	65801
BLACKARD RENTALS LLC	PO BOX 2292	SPRINGFIELD	MO	65801
GRAY, MICHELLE	933 E DIVISION ST	SPRINGFIELD	MO	65803
SELEMENT, GEORGE J	PO BOX 5045	SPRINGFIELD	MO	65801
PHILLIPS, LARRY O ETAL TR	1026 E PACIFIC ST	SPRINGFIELD	MO	65803
BBT HOLDINGS LLC	PO BOX 1158	OZARK	MO	65721
ARMOUR, ELIJAH J	1016 E PACIFIC ST	SPRINGFIELD	MO	65803
WANDERING LANE 101 TR	1010 E PACIFIC ST	SPRINGFIELD	MO	65803
STONE, DEAN A	217 FILMORE ST	GALENA	KS	66739
PHILLIPS RENTALS LLC	11102 N FARM ROAD 199	FAIR GROVE	MO	65648
PARKER, MICHAEL	1006 E PACIFIC ST	SPRINGFIELD	MO	65803
CHILCUTT, CHARLES	337 E FARM ROAD 96	SPRINGFIELD	MO	65803
SHADDY, JERRY	1855 E CHERRY ST	SPRINGFIELD	MO	65802
BAKER, RANDY LLOYD	912 E PACIFIC ST	SPRINGFIELD	MO	65803
GREATER OZARK REAL ESTATE HOLDINGS LP	1414 E PRIMROSE ST	SPRINGFIELD	MO	65804
DBL PROPERTY INV LLC	1628 N SHERMAN AVE	SPRINGFIELD	MO	65803
WILSON, BARRY S	3705 N CROSWELL AVE	SPRINGFIELD	MO	65803
MOUDRY, RICHARD	1616 N SHERMAN AVE	SPRINGFIELD	MO	65802

DALTON, KEVIN	1610 N SHERMAN AVE	SPRINGFIELD	MO	65803
LYNCH, JUANITA L	903 E LOCUST ST	SPRINGFIELD	MO	65803
ICGI LLC	2446 S BRENTWOOD BLVD	SPRINGFIELD	MO	65804
STEFKA, ARTHUR D	923 E LOCUST ST	SPRINGFIELD	MO	65803
SPRINGTOWN PROPERTIES 1 LLC	3938 S LONE PINE	SPRINGFIELD	MO	65804
WILLIAMS, STEVEN E	1007 E LOCUST	SPRINGFIELD	MO	65803
BRAMER, SHAWN P	1011 E LOCUST ST	SPRINGFIELD	MO	65803
LEWIS-SOMMER, CLARISSA	1029 E LOCUST ST	SPRINGFIELD	MO	65803
FISCHER, AUSTIN G	1033 E LOCUST ST	SPRINGFIELD	MO	65803
BOWERS, CARISSA M ETAL	931 W 2ND ST	ALLIANCE	NE	69301
GARRISON, LISA LEE	1339 S AIRWOOD DR	SPRINGFIELD	MO	65804
HOOPER, JOE W ETAL TR	1045 E DIVISION ST	SPRINGFIELD	MO	65803
SELEMENT, GEORGE	PO BOX 5045	SPRINGFIELD	MO	65801
CURRENT RESIDENT/BUSINESS OWNER	732 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	726 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	722 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	721 E DIVISION ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1521 N CLAY AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	812 E PACIFIC ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1636 N CLAY AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1630 N CLAY AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1622 N CLAY AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1602 N CLAY AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	815 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	825 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1617 N SHERMAN AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1621 N SHERMAN AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1625 N SHERMAN AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1629 N SHERMAN AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	811 E DIVISION	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1518 N CLAY AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1522 N CLAY AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	814 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	912 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	906 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	902 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	927 E DIVISION ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1001 E DIVISION ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1017 E DIVISION ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1023 E DIVISION ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1005 E DIVISION ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1013 E DIVISION ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1020 E PACIFIC ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1624 N TEXAS AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1628 N TEXAS AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1000 E PACIFIC ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	916 E PACIFIC ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1636 N SHERMAN AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1622 N SHERMAN AVE	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	913 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	929 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	933 E LOCUST ST	SPRINGFIELD	MO	65802

CURRENT RESIDENT/BUSINESS OWNER	1001 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1007 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1019 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1021 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1032 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1033 E DIVISION ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1039 E DIVISION	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1036 E LOCUST ST	SPRINGFIELD	MO	65802
CURRENT RESIDENT/BUSINESS OWNER	1460 N FRISCO AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1012 E DIVISION ST	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1006 E DIVISION ST	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1460 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1456 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1450 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1444 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1438 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1451 N FRISCO AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1457 N FRISCO AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1461 N FRISCO AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1018 E DIVISION ST	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1460 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1436 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1445 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1451 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1457 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1461 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1470 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	922 E DIVISION ST	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1439 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1441 N TEXAS AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1440 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1444 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	820 E DIVISION ST	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1470 N CLAY AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1464 N CLAY AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1430 N CLAY AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1437 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1455 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1467 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1445 N SHERMAN AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	834 E DIVISION ST	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1473 N CLAY AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	714 E DIVISION ST	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1470 N SUMMIT AVE	SPRINGFIELD	MO	65803
CURRENT RESIDENT/BUSINESS OWNER	1449 N CLAY AVE	SPRINGFIELD	MO	65803



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DR., SUITE D200, SPRINGFIELD, MO 65804
 TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

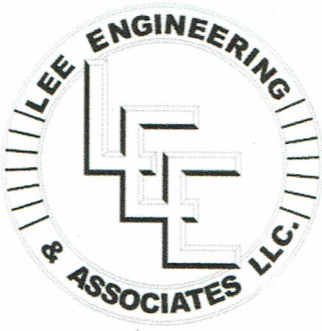
SIGN IN SHEET

Neighborhood Meeting

Wednesday, June 26, 2019

Re: Proposed Rezone – Berry Alternative Elementary
 911 E. Division St.
 Springfield, Missouri

NAME	ADDRESS	PHONE
BARRY Wilson	1622 N. Sherman	646.400.0796
Terry Schull	1534 N. Clay Ave	(417) 894-6103 message.
Jim Wee/Duke	1515 & 1523 N. Clay Ave	417 886-5683
Laurie Hodges	1000 E. Locust St	417-343-0956
JL MC VANNY	1614 N. CLAY	417 864-6641
RANDY SHEPARD	930 E. LOCUST	417-709-4108
YOLANDA HERR	912 E. Locust	417-870-1472
John Bailey	912 E. Locust	417-870-1472
Michelle Gray	933 E. Division	417-844-3012
JOHN Bailey	912 E. Locust	36-990-1068
George Selment	P.O. Box 5045	417-860-4015
Betty Taylor	1451 N. Texas	417-839-9384
Don Hampton	922 E. Locust St.	417-705-9321
Dante Amos	1016 E. Pine St.	417 783-7954
Susie Kwon	834 E. Division	417/509-2399
Ralph Plante	1337 N. Washington 65802	417-865-7981
Kenneth Carreker	1617 N. Sherman 65803	417-459-3368
Tammy Carnahan	1617 N. Sherman 65803	417-429-6810



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COMMENT SHEET

Neighborhood Meeting

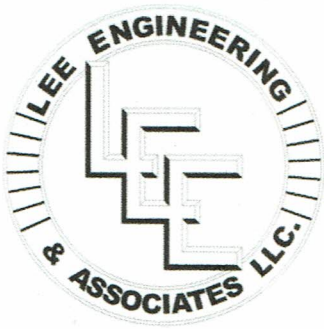
Wednesday, June 26, 2019

Re: Proposed Rezone – Berry Alternative Elementary
911 E. Division St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Tammy Carnahan	1617 N. Sherman	417-429-6810

COMMENTS:

My main concern is my car getting hit because I park in the street. I have no other place to park, I have no driveway. I cannot park in my back yard because I don't trust the alley and I could also get stuck back there in the winter. I also would like to build a fence at sometime in my backyard, so there would be no room to park back there.



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COMMENT SHEET

Neighborhood Meeting

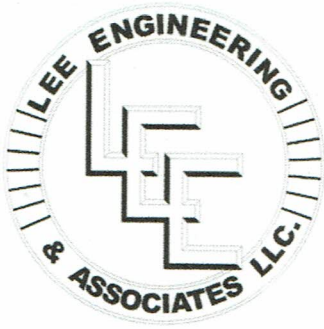
Wednesday, June 26, 2019

Re: Proposed Rezone – Berry Alternative Elementary
911 E. Division St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Susan Schall	1534 N Clay Ave	(417) 894-6103

COMMENTS:

- Traffic flow on Clay and Locust.
Already backs up
without School traffic
Streets too narrow
- Children jumping fence, for
cut through.
(From School to Clay.)



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COMMENT SHEET

Neighborhood Meeting

Wednesday, June 26, 2019

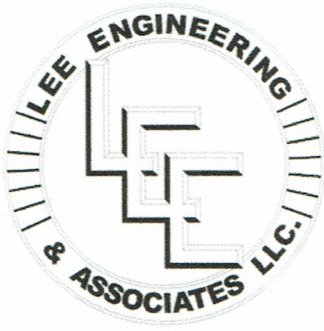
Re: Proposed Rezone – Berry Alternative Elementary
911 E. Division St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Don Hampton	922 E. Locust St. 65803	417-705-9321

COMMENTS:

The Alley to the East of the School is being partially vacated. It needs to be totally closed to traffic and to undesirable individuals (prostitutes, drug users etc) have been known to use this area.

✓ to allow buses or parents vehicles to use Locust Street as a parking lot is ludicrous.



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COMMENT SHEET

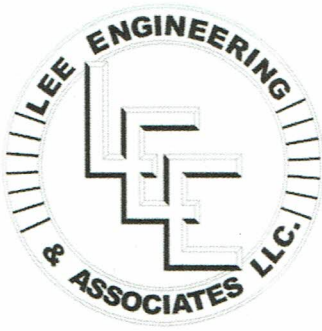
Neighborhood Meeting

Wednesday, June 26, 2019

Re: Proposed Rezone – Berry Alternative Elementary
911 E. Division St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Jean Duke	2032 E. Lark Spgld Mo. 04	417-830-6113

COMMENTS: Concern about The Traffic lights being removed
from Division & Sherman. Please consider a stop light
at Clay and Division. also widen Locust



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COMMENT SHEET

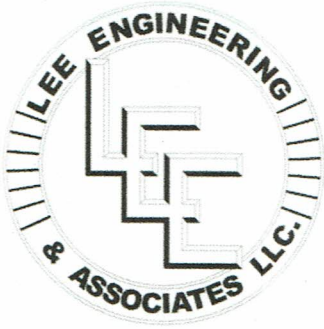
Neighborhood Meeting

Wednesday, June 26, 2019

Re: Proposed Rezone – Berry Alternative Elementary
911 E. Division St.
Springfield, Missouri

NAME	ADDRESS ^{mailed address}	PHONE
Betty Taylor	1451 N. Texas 2125 N. Howard	887-9389

COMMENTS: I would like to know in plain english exactly how this rezoning will affect 1451 N. Texas and exactly when they are going to finish what they started on the Sherman Project House next door north of 1451. It's a rat hole mosquito infested piece of ABE. It's been that way for over a year. It's also a danger to kids. Check it out. Would you want it in your neighborhood?



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COMMENT SHEET

Neighborhood Meeting

Wednesday, June 26, 2019

Re: Proposed Rezone – Berry Alternative Elementary
911 E. Division St.
Springfield, Missouri

NAME	PROPERTY ADDRESS	PHONE
Youness Hassan	912 E. Locust Springfield Mo	417-830-1922

COMMENTS:

There needs to be a stoplight at Clay & Division. This is a huge safety concern. The city should look at the safety for all children & adults. Something of this magnitude should be communicated better to the public. It seems that if you are on the North side your concerns are not as valuable as those who live on the south side.



PUBLIC COMMENT CARD

We value the opinions and comments from members of the public. Please feel free to fill out this form and hand it to the City Clerk. The information will be provided to members of City Council.

Meeting: City Zoning

Date: Sept 12 2019

Name: Penelope Warnholtz

Email: penny rainshine @

Address: 916 E Locust st.

Phone: 417-844-6358 yahoo.

City/State: Springfield MO
65804

Organization: Self-home
owner

Comments:

My son, Sean O'Hara and I
would like the part of the alley
next to our house (North + South
one way drive)
to be closed so that we don't
get school traffic when school
opens at Division + Sherman.
Also, at this time there is
much drug use (needles) fighting,
sleeping and prostitution during
day and night. Also the "Come and
Go" service station sells small bottles
of booze to homeless so that's also
a problem. They then walk up the
alley which runs east + west to
the alley next to us. The home owner
right next to the N-S alley (DON) stated
in meeting on Sept. 12 that he wants
alley closed too. He's right across from
us on alley.

Page 32 of 32
Thank you.

One-rdg. _____
P. Hrngs. X
Pgs. 21
Filed: 10-01-19

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 231

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 439 for the purpose of reducing the front
2 yard setback for structures built within the R-LD, Low-density
3 Multifamily Residential District, generally located at 2675 South
4 Jefferson Avenue. (Staff and Planning and Zoning Commission both
5 recommend approval.)
6 _____
7

8 WHEREAS, pursuant to Section 36-363 of the Land Development Code of the
9 City of Springfield, Missouri, City Council may grant permits for certain types of uses in
10 certain zoning districts; and
11

12 WHEREAS, the Planning and Zoning Commission held a properly noticed public
13 hearing, and the Commission found that the necessary conditions existed for issuance
14 of a Conditional Use Permit for the property located at 2675 South Jefferson Avenue;
15 and
16

17 WHEREAS, City Council finds that sufficient evidence has been presented to
18 satisfy the applicable standards contained in City Code for issuance of Conditional Use
19 Permit No. 439; and
20

21 WHEREAS, the granting of such permit is deemed proper and beneficial to the
22 welfare of the City of Springfield, Missouri.
23

24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 SPRINGFIELD, MISSOURI, as follows, that:
26

27 Section 1 – Conditional Use Permit No. 439 is hereby granted, in accordance
28 with and subject to the provisions of Section 36-363 of the Land Development Code, for
29 the purpose of reducing the front yard setback from 25 feet to 15 feet for structures to
30 be built within the R-LD, Low-density Multifamily Residential District located at the
31 property described in “Exhibit B,” which is attached hereto and incorporated herein by
32 this reference, and which is generally located at 2675 South Jefferson Avenue.
33

34 Section 2 – Building permits and certificates of occupancy may be issued by the
35 City consistent with the regulations and standards described in “Exhibit A,” which is
36 attached hereto and incorporated herein by this reference, which shall govern and
37 control the use and development of the land described in “Exhibit B,” in a manner
38 consistent with the attached site plan depicted on “Exhibit D – Attachment 5,” said
39 exhibits being attached hereto and incorporated herein by this reference in their entirety.
40 The proposed structures shall be located and constructed in substantial conformance to
41 “Exhibit D – Attachment 5.”
42

43 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
44 the revocation of Conditional Use Permit granted by the adoption of this Ordinance.
45

46 Section 4 – This Ordinance shall be in full force and effect from and after
47 passage only so long as the Property and any improvements thereon conform to the
48 conditions and requirements described in this Ordinance.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59 Approved as to form: Achale T. Wudu, Assistant City Attorney
60
61

62 Approved for Council action: Joson A. Hage, City Manager
63

EXPLANATION TO COUNCIL BILL 2019 - 231

FILED: 10-01-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Granting Conditional Use Permit No. 439 for the purpose of reducing the front yard setback for structures built within the R-LD, Low-density Multifamily Residential, District generally located at 2675 South Jefferson Avenue. (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 439

The applicant is requesting approval for a Conditional Use Permit to reduce the required front yard setback of 25 feet for the proposed structures associated with Tera Vera II. If approved, the Conditional Use Permit would allow the structures to be built approximately 15 feet from the front property line along South Jefferson Avenue, a reduction of ten feet. This Conditional Use Permit would impact the setbacks of a small portion of the clubhouse, its associated outdoor paved area and one of the proposed duplexes.

The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The applicant has provided responses to the standards for Conditional Use Permits.

CONDITIONS:

1. The regulations and standards listed on "Exhibit A" shall govern and control the use and development of the land in Conditional Use Permit Number 439 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5).
2. The proposed structures shall be located and constructed in substantial conformance to the attached site plan.

FINDINGS FOR STAFF RECOMMENDATION:

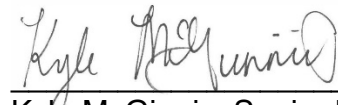
1. This application meets the approval standards for a Conditional Use Permit and is in conformance with the intent and purpose of standards for structures located in the R-LD, Low-density Multifamily Residential District.
2. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

The Planning and Zoning Commission held a public hearing on September 12, 2019, and recommended approval, by a vote of 7 to 0, of the proposed conditional use permit on the tract of land described on the attached sheet (see the attached "Exhibit C," Record of Proceedings).

REMARKS:

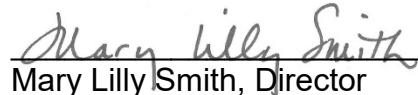
The Planning and Development staff recommends the application be approved with the following conditions (see the attached "Exhibit D," Development Review Staff Report).

Submitted by:



Kyle McGinnis, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit 439

Exhibit B, Legal Description

Exhibit C, Record of Proceeding

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Requirements for Conditional Use Permit 439

Attachment 3, Standards for Conditional Use Permit 439

Attachment 4, Neighborhood Meeting Summary

Attachment 5, Site Plan

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 439

1. The reduction in front yard setback for the proposed structures and associated paved areas is permitted provided all construction complies with the requirements set forth in Section 36-382 (6).
2. The structures shall meet all other standards of the *Zoning Ordinance* and other applicable ordinances.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 439

LOT 1 TERA VERA II, A SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

**RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT NUMBER 439
Planning and Zoning Commission – September 12, 2019**

Conditional Use Permit 439
2675 South Jefferson Avenue

Applicant: Miller Commerce Assets, LLC
SE Coryell Holdings, LLC
Stinnett Properties, LLC

Mr. Hosmer stated that this is a request to approve a reduction in the required front yard setback from 25 feet to 15 feet for the proposed structures associated with Tera Vera II located at 2675 South Jefferson Avenue. The Comprehensive Plan identifies this area as appropriate for Low-Density Housing and Medium Intensity Retail, Office or Housing uses. The Major Thoroughfare Plan classifies Jefferson Avenue as a secondary arterial roadway. This property is zoned R-LD, Low-density Multifamily Residential District. Structures within this district that front a street classified as collector or greater, require a minimum of 25-foot setback from the front property line; however, this setback can be reduced with the approval of a Conditional Use Permit. The CUP, if approved, would allow for the construction of a small portion of the clubhouse, associated outdoor paved area, and a duplex under the 25-foot setback or to 15 feet. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 of the Zoning Ordinance. Staff recommends approval.

Mr. Doennig asked about improvements on the ROW on Jefferson Avenue.

Mr. Hosmer stated that there would need to be improvements.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst, representing the owner and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Conditional Use Permit 439 (2675 South Jefferson Avenue). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Shuler, Cox, Thomas, Rose, and Jobe. Nays: None. Abstain: None. Absent: Ogilvy and Broekhoven.



Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING: SEPTEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING:

OCTOBER 7, 2019



CASE NUMBER:

Conditional Use Permit 439

LOCATION: 2675 S. Jefferson Avenue

ACRES: 5.04

EXISTING LAND USE: Vacant

APPLICANT: Miller Commerce Assets, LLC; SE Coryell Holdings, LLC and Coryell Holdings, LLC; and Stinnett Properties, LLC

STAFF: Kyle McGinnis, 864-1615

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Conditional Use Permit 439 as submitted.

SUMMARY OF REQUEST:

This is a request to approve a reduction in the required front yard setback of 25 feet for the proposed structures associated with Tera Vera II. If approved, the Conditional Use Permit would allow the structures to be built approximately 15 feet from the front property line along S. Jefferson Avenue, a reduction of ten feet.

FINDINGS FOR STAFF RECOMMENDATION:

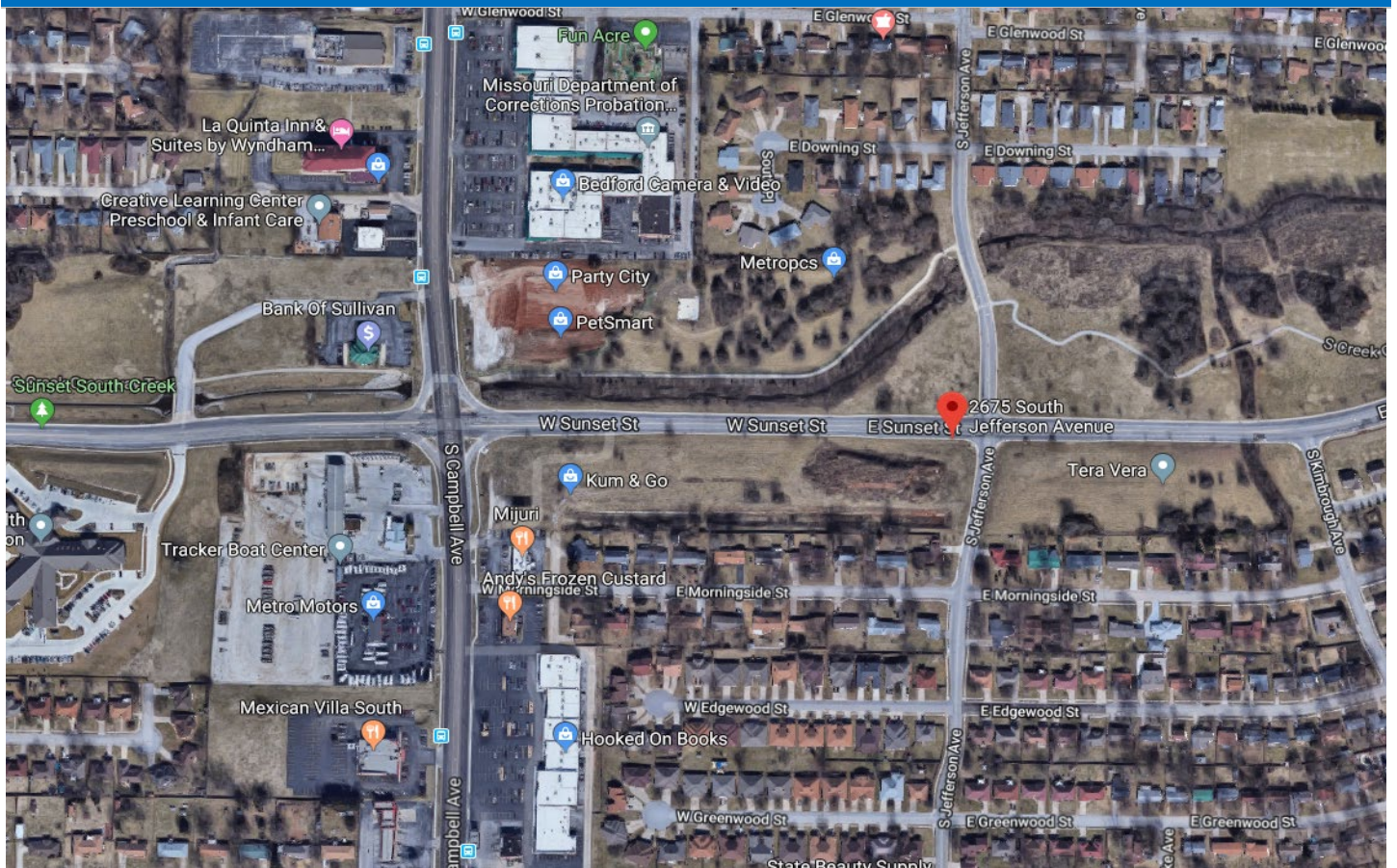
1. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
2. This application meets the approval standards for a Conditional Use Permit and is in conformance with the intent and standards for a structure located within a R-LD, Low-density Multifamily Residential District.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-MD	R-SF	R-LD	GR
LAND USE	Vacant	Residences	Residences	Automobile Service Station

Development Review Staff Report

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

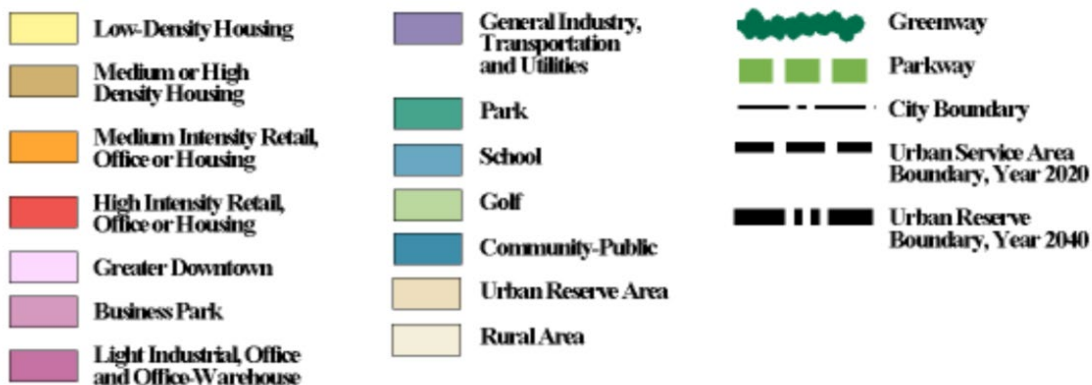
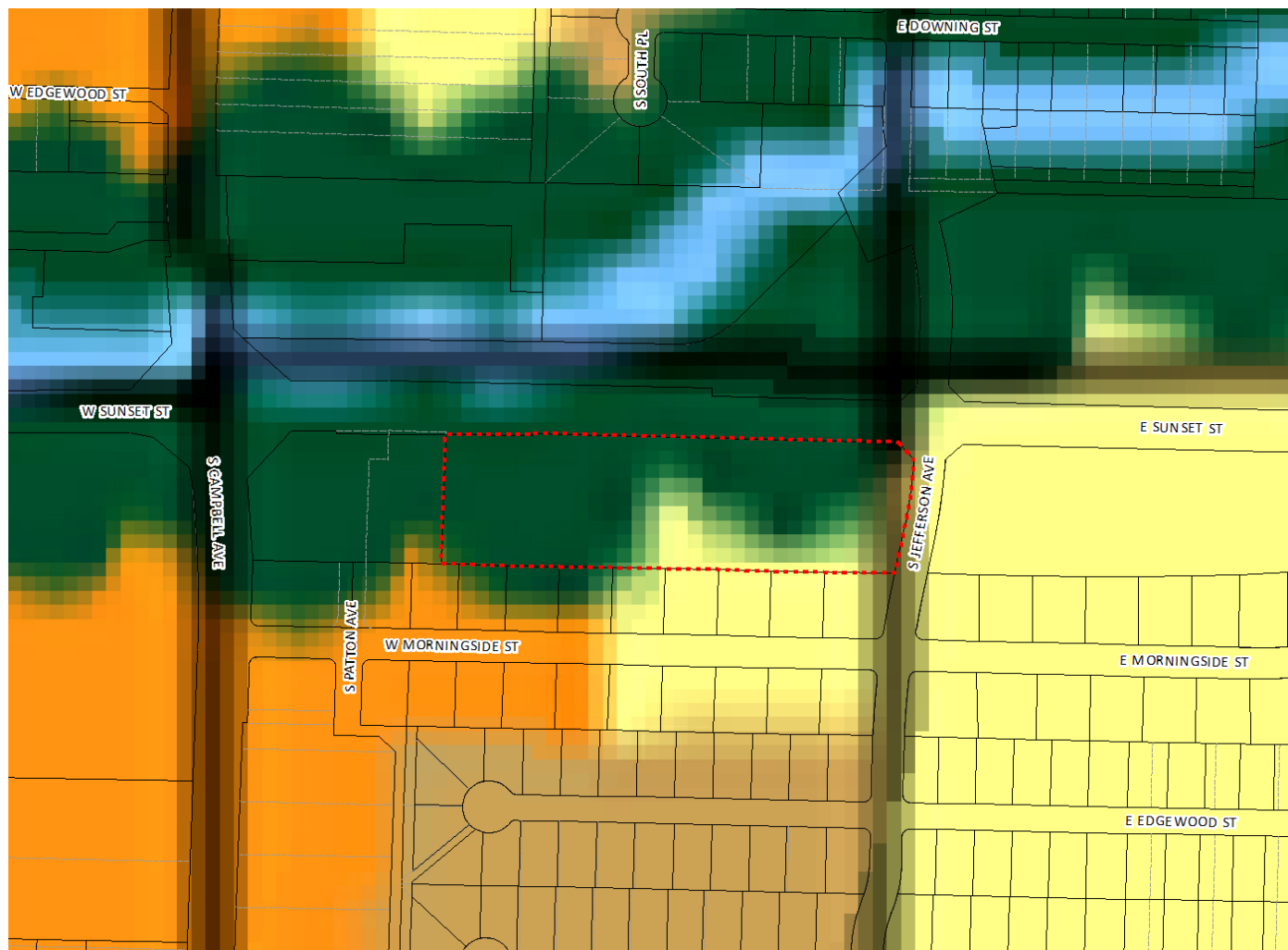


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was zoned R-SF, Residential Single-Family District in 1995 during the citywide re-mapping by General Ordinance 4494. In 2003, the subject property was rezoned from R-SF to PD, Planned Development District (Planned Development No. 255) by General Ordinance 5254. In 2009, the subject property was again rezoned from PD 255 to O-1, Office District with Conditional Overlay District No. 26 by General Ordinance 5805. The most recent zoning change occurred in early 2019, when the property was rezoned from O-1 with Conditional Overlay District No. 26 to R-LD, Low-density Multifamily Residential District with Conditional Overlay District No. 160 by General Ordinance 6492.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

Development Review Staff Report



CODE ITEM	REQUIREMENTS FOR R-LD
Front property line setback for all buildings	Streets classified as collector or greater: 25 feet. Streets classified as local or lesser: 15 feet.
Reduction in front property line setback	The aforementioned front property line setback may be reduced below its minimum required distance with the approval of a conditional use permit or a preliminary plat.
Side property line setback for all buildings	Six feet; however, buildings sharing a common wall may be located on a shared property line.
Rear property line setback for all buildings	Greater than or equal to ten percent of the lot's depth; however, must be at least ten feet and is not required to exceed 20 feet.
Setback from the centerline of public right-of-way	Refer to Section 36-382 (6) (b) (shown above) for the full list of setbacks. As a collector street, all structures must maintain a minimum setback of 55 feet from the centerline of S. Jefferson Avenue.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this property as appropriate for greenway space associated with the natural channel located to the north of W. Sunset Street. However, portions of the property are also designated as appropriate for low-density housing and medium intensity retail, office or housing uses.

STAFF COMMENTS:

1. The applicant, Lee Engineering & Associates, LLC, has requested a Conditional Use Permit to reduce the required front yard setback for several proposed structures – a clubhouse, outdoor paved area, and duplex – associated with Tera Vera II, generally located at 2675 S. Jefferson Avenue. This property is zoned R-LD, Low-density Multifamily Residential District. Structures within this district that front streets classified as collector or greater, such as S. Jefferson Avenue, are typically required to maintain a minimum 25-foot setback from the front property line; however, this setback can be reduced with the approval of a Conditional Use Permit.
2. A site plan detailing the proposed setback has been provided as part of Attachment 5. If approved, the Conditional Use Permit would provide for the construction of a small portion of the clubhouse, associated outdoor paved area, and a duplex beyond the 25-foot setback typically required per code. All portions of the new construction would remain behind the new 15-foot setback from the property line fronting S. Jefferson Avenue.
3. As proposed, the clubhouse, associated outdoor paved area, and duplex maintain all other property line setbacks. This includes the minimum six-foot setback from the side property lines to the north and south, the minimum rear property line setback greater than or equal to ten percent of the lot's depth, and the setback from the centerline of right-of-way for both W. Sunset Street and S. Jefferson Avenue.
4. Approval of this Conditional Use Permit will not exempt these structures from the other bulk requirements listed in Section 36-382 (6) (a) – (b), nor will it exempt the overall development from the open space requirements detailed in Section 36-382 (6) (c) – (d).
5. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 of the Zoning Ordinance. The general standards for Conditional Use Permits are listed in Attachment 3.
6. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
7. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

Development Review Staff Report



NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on August 19, 2019 regarding the request for a Conditional Use Permit. A summary of this meeting is included in Attachment 4.

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 185 feet:
27

Returned: X

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT COMMENTS FOR CONDITIONAL USE PERMIT 439

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with the proposed reduction in building setback.

STORMWATER COMMENTS:

Stormwater has no issue with the conditional use permit request.

CLEAN WATER SERVICES COMMENTS:

No impact on public sewer.

FIRE DEPARTMENT COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed CUP.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

REQUIREMENTS FOR CONDITIONAL USE PERMIT 439

1. The reduction in front yard setback for the proposed structures and associated paved areas is permitted provided all construction complies with the requirements set forth in Section 36-382 (6).
2. The structures shall meet all other standards of the Zoning Ordinance and other applicable ordinances.

Development Review Staff Report



ATTACHMENT 3 STANDARDS FOR CONDITIONAL USE PERMIT 439

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Developer's Response:	Staff Comments:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The front yard setbacks are consistent with the Comprehensive Plan. The City has allowed multiple developments to be constructed with the reduced setbacks requested by this conditional use process.	This standard is not generally applicable to the request in question as this is not a matter of land use. The Comprehensive Plan designates portions of this property as appropriate for low-density housing to medium intensity retail, office and housing uses. The proposed Tera Vera II development will be an age-restricted residential development, complete with gated entries and a clubhouse for neighborhood use.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed front yard setback will not affect the safety of the motoring public or pedestrians.	If approved, the Conditional Use Permit would allow for the construction of a small portion of the clubhouse, associated outdoor paved area, and a duplex at a setback of 15 feet from the front property line along S. Jefferson Avenue. Even with this reduction in setback, the construction would maintain the minimum setback from the centerline of the adjacent rights-of-way. In addition, this approval would not exempt the construction from the sight triangle setback requirements for structures located near the intersection of streets, nor does the request involve a reduction of these requirements.
3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control.	The proposed front yard setback will not affect fire safety. The proposed layout provides effective access for fire control.	Staff does not have any concerns regarding the requested reduction in front yard setback as it relates to fire safety and control.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The proposed front yard setback will not affect the flooding hazards of adjacent property owners.	Staff does not have any concerns regarding the requested reduction in front yard setback as it relates to flood hazards within and surrounding the property.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	The proposed front yard setback will not affect noise characteristics in the district. The development will adhere to the noise regulations of the City of Springfield.	This standard is not generally applicable to the request as a reduction in setback will not alter the intensity or frequency of noise associated with the use of the clubhouse by the residents of the neighborhood.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to	The proposed front yard setback will not change the visible lights viewed by the	This standard is not generally applicable to the request as the construction must still adhere to the

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Developer's Response:	Staff Comments:
the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	adjoining neighborhood. The development will meet the city of Springfield's lighting requirements. The parking lot for the clubhouse faces north which is away from the neighborhood. Lighting will be blocked by the proposed developments structures and walls.	City of Springfield's standards for exterior lighting associated with this type of development.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The proposed front yard setback will not affect the relationship of signs to traffic control.	This standard is not generally applicable to the requested reduction in front yard setback.
8. Such signs will not have an adverse effect on any adjacent properties.	The proposed front yard setback will not affect signage.	This standard is not generally applicable to the requested reduction in front yard setback.
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The proposed front yard setback will not affect the traffic generated by the development.	This standard is not generally applicable to the requested reduction in front yard setback.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The proposed front yard setback will not have an adverse impact on the surrounding properties. The existing housing along Jefferson is located varying distances from the right-of-way. The actual clubhouse is rotated so long a corner of the building is within the original 25-foot front yard setback.	Staff does not anticipate any impact on the use or enjoyment of the surrounding properties, the character of the neighborhood, traffic conditions, parking utility facilities, or other matters affecting the public health, safety and general welfare should this request be approved.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	a. The proposed facilities will be similar to the adjacent structures. The zoning is R-LD with single-story residential housing and a single-story clubhouse. The walls, fences and overall development will look very similar to Tera Vera I which is right across the street. The development will not dominate the immediate neighborhood. b. The proposed front yard setback will not affect the landscaping and screening on the site. The development will	a. Staff does not believe the requested reduction in front yard setback will result in the proposed construction dominating the neighborhood. If approved as noted on the site plan, only a small portion of the clubhouse, its associated outdoor paved area, and a duplex would exceed the standard 25-foot setback. This construction would not be exempt from the other bulk requirements detailed in Section 36-382 (6). b. The requested reduction in front yard setback will not impact the nature or extent of landscaping and screening to be located on-site. As a note, no perimeter or bufferyard landscaping is

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Developer's Response:	Staff Comments:
	look very similar to Tera Vera I with is right across the street.	required to the north or east of the clubhouse.
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	There are no significant topographic or physical features on site.	This standard is not generally applicable to the requested reduction in front yard setback as no significant natural topographic or physical features exist on the property.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	There are no natural, scenic or historic features of significant importance on site.	This standard is not generally applicable to the requested reduction in front yard setback as no natural, scenic or historic features exist on the property.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed front yard setback complies with all the other standards.	The requested Conditional Use Permit will provide for a reduction in the front yard setback only; all other applicable requirements shall be fulfilled.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The proposed front yard setback will allow a larger clubhouse for Tera Vera II. It will have no effect on the welfare or convenience of the public.	As a gated community, the proposed clubhouse will not be available for use by the general public; however, if approved, the proposed reduction in front yard setback will not negatively impact the welfare or convenience of the public.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	The off-street parking will be behind fencing and structures which will provide screening for the adjoining residential uses.	This standard is not generally applicable to the request as the Conditional Use Permit would not alter the off-street parking, off-street loading or screening requirements detailed within the Zoning Ordinance.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	The proposed setback changes do not affect traffic hazards or congestion. The proposed site layout has adequate roads and drives so as to prevent traffic hazards and to minimize traffic congestion on the adjoining streets.	Staff does not have any concerns pertaining to the requested reduction in front yard setback as it relates to traffic hazards and congestion within and surrounding the site.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic 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.	The proposed setback changes do not change the vehicular circulation elements. The site plan does not create hazards for vehicles or pedestrians.	Staff does not have any concerns pertaining to the requested reduction in front yard setback as it relates to the circulation of vehicular and pedestrian traffic within and surrounding the site.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Developer's Response:	Staff Comments:
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	There are no easements, roadways, rail lines, utilities or public rights-of-way between the proposed 15-foot setback and the existing 25-foot setback. No interference will occur.	This standard is not generally applicable to the request as there are no easements, roadways, rail lines, utilities or public rights-of-way within the proposed setback area.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	The proposed front yard setback is the only change.	This standard is not applicable to the request as the structures in question have not yet been built. All proposed structures related to this project are subject to permit review.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The proposed front yard setback will not affect essential public facilities.	If approved, the reduction in front yard setback would not alter the structure or site's access to public facilities and services.

Development Review Staff Report



ATTACHMENT 4
NEIGHBORHOOD MEETING SUMMARY

Neighborhood Meeting Notice

Date of Letter:

8/8/19

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and the officers of any neighborhood associations on file with the City of Springfield.

The applicant or representative below has filed an application with the City of Springfield for a change in land use, zoning or street vacation in your neighborhood.

APPLICANT CONTACT INFORMATION

Applicant/Representative Name: Lee Engineering & Associates, LLC

Address: 1200 E. Woodhurst Dr., Suite D200

City, State and Zip: Springfield, MO 65804

Phone Number: (417) 886-9100

E-mail: dlee@leeengineering.biz

PROJECT LOCATION: 2675 S. Jefferson Ave., Springfield MO

PROPOSED CHANGES:

Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

The intent of the conditional use permit is to change the front yard setback from 25' to 15'.

PUBLIC NEIGHBORHOOD MEETING

Date of Meeting: 8/19/19

Location of Meeting: La Quinta Inn & Suites
2535 S. Campbell Ave., Springfield, MO 65807

Time of Meeting: ● 4:00pm to 6:30pm

We look forward to seeing you at this meeting! Thank You!

ATTACHMENTS: Notice Letter from City with Comment Card attached to this letter

Development Review Staff Report



AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: 2675 S. Jefferson Ave., Springfield, MO
2. Meeting Date & Time: August 19, 2019; 4-6:30 pm
3. Meeting Location: La Quinta Inn & Suites, 2535 S. Campbell Ave., Springfield, MO 65807
4. Number of invitations that were sent: 123
5. How was the mailing list generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

The two people that attended had no concerns/issues.

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

There were no written comments.

I, Martha Middleton (*print name*), attest that the neighborhood meeting was held on 8/19/19 (*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."

Martha Middleton

Signature of person completing affidavit

Martha Middleton

Printed name of person completing affidavit

CITY OF
Springfield

RECORD

(R)

☆ LIGHT POLE

⊙ SANITARY SEWER MANHOLE
SANITARY SEWER CLEANOUT
SANITARY SEWER LINE

SAN —

UTILITY POLE
ELECTRIC METER
OVERHEAD ELECTRIC
UNDERGROUND ELECTRIC
GUY WIRE

DHE —
UEC —
←

PHONE/COMMUNICATION MANHOLE
PHONE PEDESTAL
CABLE TV RISER
CABLE TV LINE
UNDERGROUND PHONE
OVERHEAD PHONE
FIBER OPTIC LINE

OTV —
UT —
DT —
FTD —

WV WATER VALVE
WM WATER METER
WL WATER LINE
FH FIRE HYDRANT
GV GAS VALVE
GM GAS METER
GL GAS LINE

FENCE LINE (AS NOTED) X

ROAD SIGN (STOP, SPEED LIMIT, ETC.) ○

ABBREVIATIONS:

XFMIR TRANSFORMER
ICV IRRIGATION CONTROL VALVE
CI STORMWATER CURB INLET

**CONDITIONAL USE BUING REQUESTED:
TO REDUCE THE 25' FRONT YARD BUILDING SETBACK
ALONG JEFFERSON AVE TO 15'.**

EXISTING STORM
RM=1276.11
FL=1274.40

PROPOSED STORM

CLUBHOUSE

JEFFERSON AVE

EXISTING STORM
RM=1281.04
FL=1277.14

EXISTING STORM
RM=1283.95
FL=1281.35

EXISTING MH B-2
STA: S+03.02
RM=1284.62
FL=1275.42

BOAT HP

LOT 11

LOT 12

LOT 13

EXISTING MH B-1
S+1+00.00
L+1=1282.66
L+2=1277.46

PROPOSED 10' UTILITY ESMT.

PROPOSED 10' UTILITY ESMT.

PROPOSED 10' UTILITY ESMT.

EXISTING 25' FRONT YARD BUILDING SETBACK

PROPOSED 15' FRONT YARD BUILDING SETBACK

10' UTILITY EASEMENT

6'

25'-00"

15'-00"

10'

S42°24'52"E

41.61'

S42°39'E

M

N

E

W

U.S. HIGHWAY ROUTE 100

JACKSONVILLE AVENUE

PULLBOXES

MANAGE FACILTY

CAR DRIV P

One-rdg. _____
P. Hrngs. _____
Pgs. 70
Filed: 10-01-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 232

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City of Springfield, Missouri, to enter into a Master Equipment
2 Lease Purchase Agreement and related Schedule or Schedules of
3 Equipment, the proceeds of which will be used to pay the costs of
4 acquiring equipment for the City, to do all things necessary to carry out
5 the lease-purchase transaction, including the execution of certain
6 documents in connection therewith; and amending the budget of the
7 City for Fiscal Year 2019-2020 in the amount of \$517,250.
8 _____
9

10 WHEREAS, the City of Springfield (the "City") desires to obtain funds to pay the
11 costs of acquiring equipment for the Parks Department (as further described herein, the
12 "Equipment"); and
13

14 WHEREAS, the Finance Department has obtained a competitive rate quotation
15 for the financing; and
16

17 WHEREAS, the Equipment will be acquired in accordance with the City's
18 Purchasing Manual; and
19

20 WHEREAS, financing the Equipment through a tax-exempt master lease program
21 with Central Bank of the Ozarks (the "Lessor") will allow the City to acquire the
22 Equipment at a favorable interest rate, and from time to time lease certain other
23 equipment on a tax-exempt basis from the Lessor pursuant to schedules of equipment
24 thereto, on a year-to-year basis with an option to purchase the Lessor's interest in such
25 equipment; and
26

27 WHEREAS, in order to facilitate the foregoing and to pay the cost of the
28 Equipment, it is necessary and desirable for the City to take the following actions:
29

- 30 1. Enter into a Master Equipment Lease Purchase Agreement, in substantially
31 the form attached hereto as "Exhibit 1 " (the "Master Lease") with Central
32 Bank of the Ozarks, the party determined by the City to have submitted the
33 most favorable proposal in response to the City's request (the "Lessor"),

34 pursuant to which the City, as lessee, will from time to time lease certain
35 equipment from the Lessor pursuant to Schedules of Equipment thereto, on a
36 year-to-year basis with an option to purchase the Lessor's interest in such
37 equipment.
38

39 2. Enter into Schedule of Equipment No. 1 to the Master Lease, in
40 substantially the form attached hereto as "Exhibit 2" ("Schedule No. 1")
41 with the Lessor, pursuant to which the City, as lessee, will lease certain
42 equipment described therein (the "Equipment") from the Lessor, on a year-
43 to-year basis with an option to purchase the Lessor's interest in the
44 Equipment.
45

46 3. If determined to be necessary by the City, enter into an Escrow
47 Agreement relating to Schedule No. 1 in substantially the form attached
48 hereto as "Exhibit 3" (the "Escrow Agreement") with the Lessor and the
49 escrow agent to be named therein, pursuant to which the proceeds of
50 Schedule No. 1 will be held in trust by said escrow agent pending their use
51 to purchase the Department Equipment financed under Schedule No. 1.
52

53 (The Master Lease, Schedule No. 1 and the Escrow Agreement are referred to
54 collectively herein as the "City Documents"); and
55

56 WHEREAS, the maximum annual payments for Schedule No. 1 for the
57 Equipment are appropriated in the Fiscal Year 2019-2020 operating budget and a
58 budget adjustment is necessary to appropriate the proceeds of Schedule No. 1; and
59

60 WHEREAS, the amendment to the budget for the City for Fiscal Year 2019-2020
61 for the acquisition of the Equipment has been recommended and approved by the City
62 Manager.
63

64 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
65 SPRINGFIELD, MISSOURI, as follows, that:
66

67 Section 1 – The financing of the Equipment is hereby approved, with the final
68 terms to be set forth in the City Documents upon the execution thereof, and the
69 signature of the City Manager shall constitute conclusive evidence of the City Manager's
70 approval thereof and the City's approval thereof.
71

72 Section 2 – The City Manager, or his designee, is hereby authorized to sign and
73 execute, for and on behalf of the City, the City Documents in substantially the form and
74 content as those attached hereto and incorporated herein by reference as "Exhibit 1,"
75 "Exhibit 2," and "Exhibit 3," with such changes therein as shall be consistent with the
76 terms of this Ordinance and as are approved by the City Manager, the City Manager's
77 signature thereon being conclusive evidence of approval thereof. The City Clerk is
78 hereby authorized to affix the City's Seal to the City Documents, if necessary, and attest
79 said Seal.

80
81 Section 3 – The obligation of the City to pay Rental Payments (as defined in the
82 Master Lease) under Schedule No. 1 is subject to annual appropriation and will
83 constitute a current expense of the City and will not in any way be construed to be an
84 indebtedness or liability of the City in contravention of any applicable constitutional,
85 charter or statutory limitation or requirement concerning the creation of indebtedness or
86 liability by the City, nor will anything contained in Schedule No. 1 constitute a pledge of
87 the general tax revenues, funds or moneys of the City, and all provisions of Schedule
88 No. 1 will be construed so as to give effect to such intent.

89
90 Section 4 – City Council hereby amends the budget for the City for Fiscal Year
91 2019-2020 in the accounts and in the amounts as shown on Budget Adjustment 011, a
92 copy of which is attached hereto and incorporated herein by reference as “Exhibit 4.”
93

94 Section 5 – City Council hereby finds that the budget adjustment made above
95 has been recommended by the City Manager. City Council hereby directs the City
96 Manager to cause the appropriate accounting entries to be made in the books and
97 records of the City.
98

99 Section 6 – The officers of the City, including the City Manager, Finance Director,
100 City Attorney and the City Clerk, are hereby authorized and directed to execute all
101 documents (including without limitation a Federal Tax Certificate, a copy of which is
102 attached hereto and incorporated herein by this reference as “Exhibit 5”), and take such
103 actions as they may deem necessary or advisable and are consistent with the intent of
104 this Ordinance in order to carry out and perform the purposes of this Ordinance and to
105 make any changes or additions to the foregoing agreements, statements, instruments
106 and other documents herein approved, authorized and confirmed which they determine
107 to be in the City’s best interest, and the execution or taking of such action shall be
108 conclusive evidence of such determination.
109

110 Section 7 – The City expects to make capital expenditures after the date of the
111 adoption of this Ordinance in connection with acquisition of the Equipment, and the City
112 intends to reimburse itself for such expenditures and also expenditures made with
113 respect to acquisition of the Equipment on or after sixty days before the date of this
114 Ordinance with proceeds received under Schedule No. 1 in a not to exceed amount of
115 \$517,250.
116

117 Section 8 – This Ordinance shall be in full force and effect from and after
118 passage.
119

120 Passed at meeting: _____
121
122

123 _____
124 Mayor
125

126 Attest: _____, City Clerk

127

128 Filed as Ordinance: _____

129

130 Approved as to form: Achale T. Wudu, Assistant City Attorney

132

133 Approved for Council action: Jason A. Page, City Manager

134

EXPLANATION TO COUNCIL BILL 2019-232

FILED: 10-01-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City of Springfield, Missouri, to enter into a Master Equipment Lease Purchase Agreement and related Schedule or Schedules of Equipment, the proceeds of which will be used to pay the costs of acquiring equipment for the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2019-2020 in the amount of \$517,250.

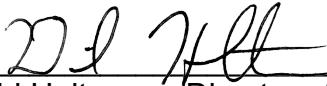
BACKGROUND INFORMATION: The City has utilized a master lease agreement over the last several years as a low-cost means of acquiring capital equipment. This financing mechanism has allowed the Parks Department to acquire much-needed capital equipment at a very favorable interest rate. The financing term is five years. At the end of the five year period, the City will own the equipment.

The proceeds of Schedule of Equipment No. 1 will be used to purchase equipment for the Parks Department including the following: a work truck, tractor, utility cart, equipment trailer and mowers for park operations and special facilities; fitness equipment for family centers; radio equipment for the zoo; and two vehicles for parks administration.

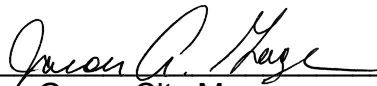
The transaction will be financed by Central Bank of the Ozarks under the new Master Equipment Lease Purchase Agreement. The interest rate on this transaction is 3.405 percent. This is a five-year financing with quarterly payments.

Submitted by:

Approved by:



David Holtmann, Director of Finance



Jason Gage, City Manager

Exhibit 1

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

BETWEEN

**CENTRAL BANK OF THE OZARKS,
As Lessor**

AND

**CITY OF SPRINGFIELD, MISSOURI,
As Lessee**

Dated: October 25, 2019

TABLE OF CONTENTS

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

Page

ARTICLE I

DEFINITIONS

Section 1.01.	Definitions	1
---------------	-------------------	---

ARTICLE II

REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01.	Representations and Covenants of Lessee	3
Section 2.02.	Conditions to Lessor's Performance under Schedules	5

ARTICLE III

LEASE OF EQUIPMENT

Section 3.01.	Lease of Equipment	5
Section 3.02.	Lease Term	5
Section 3.03.	Termination of Lease Term	5
Section 3.04.	Continuation of Lease Term	6
Section 3.05.	Nonappropriation	6

ARTICLE IV

RENTAL PAYMENTS

Section 4.01.	Rental Payments	6
Section 4.02.	Interest Component	6
Section 4.03.	Rental Payments To Be Unconditional	6
Section 4.04.	Rental Payments to Constitute a Current Expense of Lessee	7

ARTICLE V

EQUIPMENT

Section 5.01.	Delivery, Installation and Acceptance of the Equipment	7
Section 5.02.	Enjoyment of Equipment	7
Section 5.03.	Right of Inspection	7
Section 5.04.	Use of the Equipment	7
Section 5.05.	Maintenance of Equipment	7

ARTICLE VI

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01.	Title to the Equipment	8
Section 6.02.	Security Interest.....	8
Section 6.03.	Personal Property.....	8

ARTICLE VII

ADDITIONAL COVENANTS

Section 7.01.	Liens, Taxes, Other Governmental Charges and Utility Charges	9
Section 7.02.	Insurance.....	9
Section 7.03.	Advances	9
Section 7.04.	Financial Information	10
Section 7.05.	Release and Indemnification	10

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01.	Risk of Loss	10
Section 8.02.	Damage, Destruction and Condemnation.....	10
Section 8.03.	Insufficiency of Net Proceeds.....	10

ARTICLE IX

WARRANTIES

Section 9.01.	Disclaimer of Warranties	11
Section 9.02.	Vendor's Warranties.....	11

ARTICLE X

OPTION TO PURCHASE; PREPAYMENT

Section 10.01.	Purchase Option; Prepayment	11
Section 10.02.	Determination of Fair Purchase Price.....	12

ARTICLE XI

ASSIGNMENT AND SUBLEASING

Section 11.01.	Assignment by Lessor	12
Section 11.02.	Assignment and Subleasing by Lessee.....	12

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01.	Events of Default Defined	13
Section 12.02.	Remedies on Default	13
Section 12.03.	No Remedy Exclusive	14

ARTICLE XIII

MISCELLANEOUS

Section 13.01.	Notices	14
Section 13.02.	Binding Effect	14
Section 13.03.	Severability	15
Section 13.04.	Entire Agreement	15
Section 13.05.	Amendments	15
Section 13.06.	Execution in Counterparts	15
Section 13.07.	Captions	15
Section 13.08.	Applicable Law	15
Section 13.09.	Electronic Transactions	15
	Signatures	16
	Certificate of City Clerk of Lessee	
	Exhibit A: Form of Schedule of Equipment	A-1
	Exhibit B: Form of Opinion of Lessee's Counsel	B-1
	Exhibit C: Form of Lessee's Closing Certificate	C-1

MASTER EQUIPMENT LEASE PURCHASE AGREEMENT

THIS MASTER EQUIPMENT LEASE PURCHASE AGREEMENT (this or the “Master Agreement”), is dated as of October 25, 2019, between **CENTRAL BANK OF THE OZARKS**, a Missouri banking corporation, as Lessor (“Lessor”), and **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of the State of Missouri, as Lessee (“Lessee”), wherein the parties hereby agree as follows:

WITNESSETH:

WHEREAS, Lessee desires to lease certain property from Lessor described in the schedules to this Master Agreement, substantially in the form of **Exhibit A** hereto, that are to be executed from time to time by the parties hereto (such schedules, whether now or hereafter executed, are hereinafter collectively referred to as the “Schedules,” and the items of property leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefor, are hereinafter collectively referred to as the “Equipment”) subject to the terms and conditions of and for the purposes set forth in this Master Agreement; and

WHEREAS, the relationship between the parties shall be a continuing one and items of property may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Master Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Commencement Date**” means, with respect to any Lease, the date when the term of this Master Agreement with respect to that Lease and Lessee's obligation to pay Rental Payments under that Lease commences, which date shall be the earlier of (i) the date on which the Equipment listed in the related Schedule is accepted by Lessee in the manner described in **Section 5.01**, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited for that purpose with an escrow agent.

“**Equipment**” means the property subject to a Lease, as described in the related Schedule and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“Event of Default” means, with respect to any Lease, an Event of Default described in **Section 12.01**.

“Issuance Year” is the calendar year in which the Commencement Date with respect to any Lease occurs.

“Lease” means an individual Schedule and this Master Agreement, the terms and provisions of which are incorporated into the Schedule, except as provided therein.

“Lease Term” means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease, but ending on the occurrence of the earliest event specified in **Section 3.03**.

“Lessee” means the entity described as such in the first paragraph of this Master Agreement, its successors and its assigns.

“Lessor” means, with respect to each Lease, (i) if Lessor’s interest in, to and under that Lease has not been assigned pursuant to **Section 11.01**, the entity described as such in the first paragraph of this Master Agreement, its successors and assigns, or (ii) if Lessor’s interest in, to and under that Lease has been assigned pursuant to **Section 11.01**, the assignee thereof, its successors and assigns.

“Master Agreement” means this Master Equipment Lease Purchase Agreement, including any exhibit made a part hereof by the parties hereto, together with any amendments to this Master Agreement.

“Maximum Lease Term” means, with respect to any Lease, the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth in the related Schedule that is part of that Lease.

“Net Proceeds” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“Original Term” means, with respect to any Lease, the period from the first Commencement Date for the related Schedule that is part of that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

“Payment Schedule” means, with respect to any Lease, the schedule of Rental Payments and Purchase Price attached to the related Schedule.

“Purchase Price” means the amount set forth in the Payment Schedule for any Lease that Lessee may, at its option, pay to Lessor to purchase the Equipment subject to such Lease.

“Renewal Terms” means, with respect to any Lease, the optional renewal terms of that Lease, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“Rental Payment Dates” means, with respect to any Lease, the dates set forth in the Payment Schedule for the related Schedule on which Rental Payments are due.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

“Schedule” means any Schedule to this Master Agreement, entered into in substantially the form of **Exhibit A** hereto, executed and delivered from time to time by the parties hereto.

“Special Tax Counsel” means Gilmore & Bell, P.C., or other nationally recognized counsel in the area of tax-exempt municipal obligations selected by Lessee, which is acceptable to Lessor.

“State” means the State of Missouri.

“Vendor” means a manufacturer of Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing Equipment.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows with respect to each separate Lease and related Schedule:

(a) Lessee is a home rule charter city and political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into the Lease and this Master Agreement, which is incorporated therein, and the transactions contemplated thereby and hereby and to perform all of its obligations thereunder and hereunder.

(c) Lessee has been duly authorized to execute and deliver the Lease and this Master Agreement, which is incorporated therein, by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) The Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) As of the Commencement Date, no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default under the Lease or any other Lease previously entered into pursuant to this Master Agreement.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under the Lease for the current fiscal year, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to the Lease and the acquisition by Lessee of the Equipment thereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Lease or any other

document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by the Lease or this Master Agreement, or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of the Lease or in connection with the carrying out by Lessee of its obligations thereunder have been obtained.

(j) The entering into and performance of the Lease or any other document or agreement contemplated thereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as therein provided.

(k) During the Lease Term, the Equipment to be acquired under the Lease will be used only for the purpose of performing essential functions of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for the Equipment listed on the Schedule related to the Lease that currently exists and expects to make immediate use of such Equipment. Lessee's need for the Equipment is not temporary, and Lessee does not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Maximum Lease Term applicable to such item. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments under the Lease nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of the Lease as soon as practicable and with all reasonable dispatch for the purpose for which such Lease is entered into. No part of the proceeds of a Lease will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of such Lease, would have caused any portion of Lessee's obligation under the Lease to be or become an "arbitrage bond" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers; the Lease is not a private activity bond as defined in Section 141 of the Code, and 95% or more of the net proceeds of the Lease will be used for local governmental activities of Lessee.

Section 2.02. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

- (a) An Opinion of Counsel to Lessee in substantially the form attached hereto as **Exhibit B** respecting such Schedule and otherwise satisfactory to Lessor.
- (b) A Closing Certificate executed by the City Manager and City Clerk or other comparable officers of Lessee, in substantially the form attached hereto as **Exhibit C** respecting such Schedule and otherwise satisfactory to Lessor.
- (c) All documents, including acceptance certificate, escrow agreement, tax certificate, financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor or Special Tax Counsel deems necessary or appropriate at that time pursuant to **Section 7.02**.
- (d) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment in accordance with the provisions of the related Lease for the Lease Term thereof.

Section 3.02. Lease Term. The Original Term of each Lease will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term for that Lease. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed for a Lease, Lessee will be deemed to have exercised its option to continue this Master Agreement for the next Renewal Term unless Lessee shall have terminated this Master Agreement pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Payment Schedule.

Section 3.03. Termination of Lease Term. The Lease Term for each Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of that Lease and the nonrenewal of that Lease in the event of nonappropriation of funds pursuant to **Section 3.05**;
- (b) the exercise by Lessee of the option to purchase the Equipment under that Lease granted under the provisions of **Article X** and payment of the Purchase Price and all amounts payable in connection therewith;

(c) a default by Lessee and Lessor's election to terminate that Lease under **Article XII**;
or

(d) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee under that Lease during the Maximum Lease Term thereof.

Section 3.04. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 3.05** and **Section 4.04**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term for each Lease can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.05. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Master Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid under a Lease in the next occurring Renewal Term, that Lease will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to that Lease to Lessor at the location or locations specified by Lessor.

ARTICLE IV

RENTAL PAYMENTS

Section 4.01. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth in the Payment Schedule for each Lease. Rental Payments will be in consideration for Lessee's use of the Equipment that is subject to such Lease during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date.

Section 4.02. Interest Component. As set forth on each Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.03. Rental Payments To Be Unconditional. Except as provided in **Section 3.05**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 4.04. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

ARTICLE V

EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in the applicable Schedule and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Schedule has been delivered and installed, Lessee will immediately inspect such Equipment and accept such Equipment after Lessee, in its sole discretion, determines that such Equipment is satisfactory, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been accepted, the Equipment will not be moved from the location(s) specified in the applicable Schedule without Lessor's consent, which consent will not be unreasonably withheld.

Section 5.02. Enjoyment of Equipment. Lessor hereby covenants with Lessee that Lessor shall not interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term of the Lease, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during such Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Master Agreement.

Section 5.03. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Master Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Master Agreement.

Section 5.05. Maintenance of Equipment. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment. If requested to do so by Lessor with respect to any item of Equipment, Lessee will enter into a maintenance contract for that Equipment with the applicable Vendor.

ARTICLE VI

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Lease Term of a Lease, title to the Equipment that is subject to each Lease will vest in Lessee, subject to the rights of Lessor thereunder and under this Master Agreement; provided that title to the Equipment that is subject to any Lease will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of such Equipment to Lessor upon (a) any termination of that Lease other than termination pursuant to **Section 10.01** or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under each Lease and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment that is subject to such Lease. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

Lessee will, at Lessee's expense, file an application for and obtain the first certificate of title for any Equipment consisting of vehicles acquired under a Lease, designating Lessee as owner and Lessor as first lienholder, and a certificate of registration issued in Lessee's name. Lessee will, at Lessee's expenses, take such action as shall be necessary from time to time to avoid suspension or revocation of any certificates of title and to renew and maintain all certificates of registration. If Lessee is required to obtain any new certificate of title or registration, Lessee will, at Lessee's expense and with written notice to Lessor of such action, obtain such new certificate of title or of registration in the form described above. Immediately upon receipt, Lessee will deliver the original certificate of title to Lessor and will notify Lessor of the license plate number relating to each vehicle and will arrange for the registration and titling of all such vehicles. Lessee will notify Lessor of any changes to the certificate of registration or license plate within 10 days of such change. Lessee will comply with all present and future laws, regulations and orders relating to the Equipment acquired under a Lease.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising any acquisition fund established under any Lease and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

ADDITIONAL COVENANTS

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Master Agreement. The parties to this Master Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term of a Lease.

Section 7.02. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in this Section. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term of each Lease.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessee and Lessor as insureds and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee fails to maintain the insurance required by this Master Agreement, pay taxes or charges required to be paid by it under this Master Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Master Agreement, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Master Agreement. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets and proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Master Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Master Agreement or any Lease, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein or in any Lease. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations hereunder or under the Lease, or the termination of the Lease Term thereof for any reason.

ARTICLE VIII

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under any Lease.

Section 8.02. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 10.01**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.01**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 10.01**. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Article IV**.

ARTICLE IX

WARRANTIES

Section 9.01. Disclaimer of Warranties. *LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS MASTER AGREEMENT OR ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN ANY LEASE.*

Section 9.02. Vendor's Warranties. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the applicable Vendor for a description of any such rights. Lessor hereby assigns to Lessee during the Lease Term of each Lease all warranties running from Vendor to Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term of a Lease, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor.

ARTICLE X

OPTION TO PURCHASE; PREPAYMENT

Section 10.01. Purchase Option; Prepayment. Lessee will have the option to purchase the Equipment subject to any Lease, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date designated on the related Schedule as a date on which the purchase option may be exercised, upon payment to Lessor in full of the Rental Payments then due under that Lease, plus the accrued interest component of Rental Payments to the purchase date, plus all other amounts due thereunder, plus the then applicable Purchase Price set forth on the related Schedule; or

(b) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment subject to that Lease, on the Rental Payment Date that Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments and any other amounts then due under that Lease, plus the Purchase Price set forth on the related Schedule for such purchase date.

Upon the exercise of the option to purchase set forth above, title to the Equipment so purchased will be vested in Lessee, free and clear of any claim by or through Lessor.

In the event monies remain in any acquisition fund after acquisition of the Equipment is complete, the remaining monies in such acquisition fund shall be paid to Lessor for application against the outstanding principal components of Rental Payments, including prepayment of Rental Payments under the related Lease, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule for the Lease will be revised accordingly.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments under each Schedule during the Original Term and each Renewal Term represent the fair value of the use of the Equipment listed in that Schedule and that the amount required to exercise Lessee's option to purchase the Equipment listed in that Schedule pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term under that Schedule, the fair purchase price of the Equipment listed in that Schedule. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew the term of any Schedule or to exercise its option to purchase the Equipment under any Schedule. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Master Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Master Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Master Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

ARTICLE XI

ASSIGNMENT AND SUBLEASING

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Master Agreement, each Lease and the Equipment subject thereto may be assigned and reassigned in whole or in part to one or more assignees by Lessor, without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Master Agreement and each Lease, and agrees to the filing of financing statements with respect to each Lease and the Equipment subject thereto. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Master Agreement, any Lease or in the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and Special Tax Counsel that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments under the applicable Lease from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to the applicable Lease and the rights of Lessor in, to and under the Lease and the Equipment.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. Subject to the provisions of **Section 3.05**, any of the following will be “Events of Default” under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified therein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in **Section 12.01(a)** of this Master Agreement, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under that Lease;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term thereof to be due;

(b) With or without terminating that Lease, Lessor may enter the premises where the Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease that Equipment or, for the account of Lessee, sublease the Equipment, holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under the Lease, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing that Equipment and all brokerage, auctioneers' and attorneys' fees); and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Equipment that is subject to that Lease.

Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees) shall be applied to amounts due pursuant to that Lease and other amounts related to that Lease or that Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Master Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Master Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Master Agreement it will not be necessary to give any notice, other than such notice as may be required in this Master Agreement.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Master Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

Section 13.02. Binding Effect. This Master Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Master Agreement or any Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Entire Agreement. As to each Schedule to be entered into pursuant to the terms hereof, the Lease, which incorporates this Master Agreement, constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Master Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Master Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 13.06. Execution in Counterparts. This Master Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 13.07. Captions. The captions or headings in this Master Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Agreement.

Section 13.08. Applicable Law. This Master Agreement will be governed by and construed in accordance with the laws of the State.

Section 13.09. Electronic Transactions. The parties 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Agreement to be executed in their names by their duly authorized officers as of the date first above written.

CENTRAL BANK OF THE OZARKS

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

CERTIFICATE OF CITY CLERK OF LESSEE

I, the undersigned, do hereby certify (i) that the officer of Lessee who executed the foregoing Master Agreement on behalf of Lessee and whose genuine signature appears thereon, is the duly qualified and acting officer of Lessee as stated beneath his or her signature and has been authorized to execute the foregoing Master Agreement on behalf of Lessee, and (ii) that the fiscal year of Lessee is from July 1 to June 30.

DATED: October 25, 2019.

City Clerk

EXHIBIT A

**FORM OF SCHEDULE OF EQUIPMENT TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT**

SCHEDULE OF EQUIPMENT NO. ____

COUNTERPART NO. ____ OF 2

LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. __ dated as of _____, 20__ (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement" and, as amended and supplemented by this Schedule, the "Lease"), each between Central Bank of the Ozarks, as Lessor, and City of Springfield, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Master Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants.

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided lessor with audited financial statements through June 30, 20___. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 20___.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to include Lessor to enter into the Lease and this related Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

5. Tax-Exempt Interest Related Covenants, Representations and Warranties. Lessee hereby covenants, represents and warrants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(h) *[Lessee initial here if the following provision IS applicable: _____]*

[Lessee initial here if the following provision IS NOT applicable: _____]

Lessee hereby designates the Lease and this related Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the Lease and this related Schedule, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Lease and this related Schedule as a "qualified tax-exempt obligation" will not be adversely affected.

6. Incorporation of the Master Agreement Terms and Provisions. Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent

that they relate solely to other Leases or Equipment listed on Schedules to other Leases), except as specifically amended under paragraph 7 below, are hereby incorporated by reference and made a part hereof.

7. Purchase Option; Prepayment. Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on any Rental Payment Date on and after _____, 20____, at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 10.01 of the Master Agreement. Upon 30 days' prior written notice to Lessor, Lessee will also have the option to partially prepay outstanding principal components of Rental Payments under this Lease on any Rental Payment Date on and after _____, 20____, without penalty. Following any such partial prepayment, Lessor will provide Lessee with a new Payment Schedule reflecting application of the prepayment to principal components in inverse order of their due date.

8. Other Provisions.

[To be provided, if any.]

Dated: _____, 20____.

CENTRAL BANK OF THE OZARKS

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. ____**

EQUIPMENT DESCRIPTION

The Equipment consists of [Description of Equipment], together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

Description	Estimated Cost

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to Central Bank of the Ozarks, as escrow agent, pursuant to the Escrow Agreement dated as of _____, 20__, among Lessor, Lessee and Central Bank of the Ozarks, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. ____**

PAYMENT SCHEDULE

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: \$ _____

Interest Rate: _____%, 30/360 basis; monthly compounding

Rental Payment <u>Date</u>	Interest <u>Portion</u>	Principal <u>Portion</u>	Total Rental <u>Payment</u>	Purchase <u>Price</u> *
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[To be provided by Lessor.]

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement, as amended by paragraph 7 of this Schedule.

EXHIBIT B

FORM OF OPINION OF LESSEE'S COUNSEL

[To be furnished on Attorney's letterhead.]

_____, 20__

Central Bank of the Ozarks
Springfield, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

Re: Schedule of Equipment No. ___ dated as of _____, 20__ (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement" and, as amended and supplemented by this Schedule, the "Lease"), each between Central Bank of the Ozarks, as Lessor, and City of Springfield, Missouri, as Lessee.

Ladies and Gentlemen:

As legal counsel to Lessee, I have examined (a) executed counterparts of the Master Agreement and the Schedule, which, among other things, provides for the sale to and purchase by the Lessee of certain property listed in the Schedule (the "Equipment"), (b) an executed counterpart of the Escrow Agreement dated as of _____, 20__ (the "Escrow Agreement"), among Lessor, Lessee and Central Bank of the Ozarks, in its capacity as escrow agent, (c) an executed copy of the Federal Tax Certificate dated _____, 20__ (the "Tax Certificate"), executed by Lessee, (d) an executed copy of the ordinance of Lessee which, among other things, authorizes Lessee to execute the Lease, the Escrow Agreement and the Tax Certificate, and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease, the Escrow Agreement and the Tax Certificate and to perform its obligations thereunder.
3. The Lease, the Escrow Agreement, the Tax Certificate and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee, and the Lease, the Escrow Agreement and the Tax Certificate are valid and binding obligations of Lessee enforceable in accordance with their respective terms.

4. The authorization, approval and execution of the Lease, the Escrow Agreement, the Tax Certificate and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding or procurement laws and all other applicable state and federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

All capitalized terms herein will have the same meanings as in the Master Agreement. Lessor, its successors and assigns and any counsel rendering an opinion on the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation are entitled to rely on this opinion.

Very truly yours,

EXHIBIT C

FORM OF LESSEE'S CLOSING CERTIFICATE

**\$(PRINCIPAL AMOUNT)
SCHEDULE OF EQUIPMENT NO. __ DATED AS OF __, 20__ TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
DATED AS OF OCTOBER 25, 2019
BETWEEN
CENTRAL BANK OF THE OZARKS, AS LESSOR
AND
CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

We, _____ and _____, City Manager and City Clerk, respectively, duly elected or appointed, qualified and acting as such, of the City of Springfield, Missouri (the "City"), do hereby certify as follows:

Capitalized terms used herein and not otherwise defined will be as defined in that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement" and, as amended and supplemented by Schedule of Equipment No. __ thereto dated as of __, 20__, the "Lease"), each between the City, as lessee, and Central Bank of the Ozarks, as lessor (the "Lessor").

1. The documents listed on the closing list included in this transcript constitute a full, true and correct transcript of all documents and proceedings in connection with the execution and delivery by the City of the Lease.

2. Attached hereto is a full, true and correct copy of an ordinance passed by the City Council of the City on __, 20__, and the ordinance has not been modified, amended or repealed, and remains in full force and effect. The ordinance is the only official action taken by the City Council of the City that is presently in effect relating to the transaction contemplated by the Lease.

3. The first reading of the ordinance described above was at a meeting of the City Council of the City held on __, 20__, and the second reading and final passage was at a meeting of the City Council of the City held on __, 20__. At each of those meetings a quorum was present and acting throughout, the meetings were held at a place convenient and reasonably accessible to the public and at a time reasonably convenient to the public and were otherwise held in accordance with the procedural requirements of the City and applicable law. Every reasonable effort was made to grant special access to the meetings to handicapped or disabled individuals. Notice of each meeting was given at the times and in the manner provided by applicable law.

4. The following documents (the "City Documents") have been duly executed and delivered on behalf of the City by __, City Manager of the City, and the seal of the City has been affixed thereto and attested by __, City Clerk, and an executed counterpart or a full, true and correct copy of each of the City Documents is included in this transcript:

<u>Document</u>	<u>Date</u>	<u>Other Party or Parties</u>
Master Equipment Lease Purchase Agreement	October 25, 2019	Central Bank of the Ozarks (the "Lessor")

Schedule of Equipment No. _____, 20__

Lessor

Escrow Agreement _____, 20__

Lessor
Central Bank of the Ozarks,
as escrow agent

Federal Tax Certificate _____, 20__

5. The City has authorized, by all necessary action, the execution, delivery, receipt and due performance of the City Documents and any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated thereby.

6. The following persons were and are now the duly qualified and acting members of the City Council of the City at and during all times during the proceedings relating to the execution and delivery of the Lease, except as specified below:

Name

Title

_____, City Manager is hereby designated as the Authorized Representative of the City under the Master Agreement, and the signature appearing at the end of this Certificate is his true and genuine signature.

7. There is no controversy, suit or proceeding of any kind pending or, to the knowledge of the City, 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 the legality of any official act shown to have been done regarding the execution and delivery of the City Documents or the constitutionality or validity of the obligation represented by the Lease or the means provided for the Rental Payments under the Lease.

8. The representations and warranties of the City contained in the City Documents are true and correct on and as of the date hereof with the same effect as if made on the date hereof. All such representations and warranties, as well as those made herein will be deemed to be for the benefit of the Lessor and the attorney a providing legal opinion in connection with the Lease. The City has complied with all of the agreements and satisfied all of the conditions to be performed or satisfied on its part prior to the date hereof.

9. No condition or event exists that constitutes, or with the giving of notice or the passage of time or both would constitute, a Default or an Event of Default under the Lease.

10. To the City's knowledge, no member of the City Council of the City has any pecuniary interest, directly or indirectly, in any contract, employment, purchase or sale made, or to be made in connection with the proposed transaction contemplated in the Lease.

11. To the City's knowledge, the City's execution and delivery of the City Documents and the performance of the terms thereof by the City will not violate any provision of law, or any ordinance or resolution of the City, or any applicable judgment, order, rule or regulation, of any court or any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of or constitute a default under, any indenture, mortgage or other agreement or instrument to which the City is a party or by which it or its properties are bound.

12. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the City Documents and the performance of the terms thereof by the City have been duly obtained.

DATED: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI

By _____
City Manager

[SEAL]

ATTEST:

City Clerk

Exhibit 2

Gilmore & Bell, P.C.
Draft-September 12, 2019

SCHEDULE OF EQUIPMENT NO. 1

COUNTERPART NO. ____ OF 2

LESSOR'S INTEREST IN, TO AND UNDER THE LEASE, CONSISTING OF THIS SCHEDULE AND THE INCORPORATED MASTER AGREEMENT AS IT RELATES TO THIS SCHEDULE, MAY BE SOLD OR PLEDGED ONLY BY DELIVERING POSSESSION OF COUNTERPART NO. 1 OF THIS SCHEDULE, WHICH COUNTERPART NO. 1 SHALL CONSTITUTE CHATTEL PAPER FOR PURPOSES OF THE UNIFORM COMMERCIAL CODE.

Re: Schedule of Equipment No. 1 dated as of October 25, 2019 (the "Schedule"), to Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement" and, as amended and supplemented by this Schedule, the "Lease"), each between Central Bank of the Ozarks, as Lessor, and City of Springfield, Missouri, as Lessee.

1. Defined Terms. All terms used herein have the meanings ascribed to them in the Master Agreement.

2. Equipment. The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

3. Payment Schedule. The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.

4. Representations, Warranties and Covenants.

(a) Lessee hereby reaffirms its representations, warranties and covenants set forth in the Master Agreement as if made on the Commencement Date of the Lease and this Schedule.

(b) Lessee has provided lessor with audited financial statements through June 30, 2018. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since June 30, 2018.

(c) Lessee has complied with such public bidding requirements as may be applicable to the Lease and this related Schedule, and the acquisition of the Equipment hereunder.

(d) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to include Lessor to enter into the Lease and this related Schedule, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

5. Tax-Exempt Interest Related Covenants, Representations and Warranties. Lessee hereby covenants, represents and warrants as follows:

(a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed under this Schedule, will not be less than the total principal portion of the Rental Payments listed in this Schedule.

(b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the commencement of this Schedule.

(c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.

(d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.

(e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

(f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

(g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(h) *[Lessee initial here if the following provision IS applicable: _____]*

[Lessee initial here if the following provision IS NOT applicable: _____]

Lessee hereby designates the Lease and this related Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue or enter into in excess of \$10,000,000 of tax-exempt obligations (including the Lease and this related Schedule, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year, without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the designation of the Lease and this related Schedule as a "qualified tax-exempt obligation" will not be adversely affected.

6. Incorporation of the Master Agreement Terms and Provisions. Lessee and Lessor hereby ratify and confirm the Master Agreement, the terms and provisions of which (other than to the extent

that they relate solely to other Leases or Equipment listed on Schedules to other Leases), except as specifically amended under paragraph 7 below, are hereby incorporated by reference and made a part hereof.

7. Purchase Option; Prepayment. Lessee may exercise its purchase option with respect to the Equipment subject to this Lease on any Rental Payment Date at the applicable Purchase Price shown on the Payment Schedule attached hereto, all in accordance with Section 10.01 of the Master Agreement. Upon 30 days' prior written notice to Lessor, Lessee will also have the option to partially prepay outstanding principal components of Rental Payments under this Lease on any Rental Payment Date, without penalty. Following any such partial prepayment, Lessor will provide Lessee with a new Payment Schedule reflecting application of the prepayment to principal components in inverse order of their due date.

8. Other Provisions. None.

Dated: October 25, 2019.

CENTRAL BANK OF THE OZARKS

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager
Address: 840 Boonville Ave.
Springfield, MO 65802

**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. 1**

EQUIPMENT DESCRIPTION

The Equipment consists of the following equipment to be used by Lessee's Park Department, together with any and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

Description	Estimated Cost
One (1) Park Operations Work Truck	\$36,500
Five (5) Park Operations Zero Turn Mowers	77,250
One (1) Park Operations Walk Behind Mower	16,500
One (1) Park Operations Tractor	49,000
One (1) Park Operations Toro HDX Heavy Duty Utility Cart	36,500
One (1) Park Operations Equipment Trailer	7,000
One (1) Park Operations Green Mower with Roller Attachments	36,500
One (1) Park Operations Toro Sidewinder Mower	55,000
One (1) Special Facilities Zero Turn Mower Location: Lake Springfield-10212	20,500
One (1) Special Facilities Zero Turn Mower Location: Rutledge Wilson-10364	20,500
One (1) Special Facilities Zero Turn Mower Location: Valley Watermill EC-10428	20,500
Two (2) Parks Administration Vehicles	55,000
Dickerson Park Zoo Digital Two-Way Radio System	16,500
Exercise Equipment Location: Chesterfield Family Center-10065	20,000
Exercise Equipment Location: Doling Family Center-10101	18,000
Exercise Equipment Location: Dan Kinney Family Center-10092	25,000
Total	\$510,250

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the Payment Requests and Acceptance Certificates submitted to Central Bank of the Ozarks, as escrow agent, pursuant to the Escrow Agreement dated as of October 25, 2019, among Lessor, Lessee and Central Bank of the Ozarks, in its capacity as escrow agent, which descriptions shall be deemed to be incorporated herein.

**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. 1**

PAYMENT SCHEDULE

Rental Payments will be made in accordance with **Section 4.01** of the Master Agreement and this Payment Schedule.

Principal Amount: \$517,250

Interest Rate: 3.405%; 30/360 basis; monthly compounding

Rental Payment Date	Interest Portion	Principal Portion	Total Rental Payment	Purchase Price*
1/25/2020	\$4,403.09	\$23,833.05	\$28,236.14	\$493,416.95
4/25/2020	4,200.21	24,035.93	28,236.14	469,381.02
7/25/2020	3,995.61	24,240.53	28,236.14	445,140.49
10/25/2020	3,789.26	24,446.88	28,236.14	420,693.61
1/25/2021	3,581.15	24,654.99	28,236.14	396,038.62
4/25/2021	3,371.28	24,864.86	28,236.14	371,173.76
7/25/2021	3,159.62	25,076.52	28,236.14	346,097.24
10/25/2021	2,946.15	25,289.99	28,236.14	320,807.25
1/25/2022	2,730.87	25,505.27	28,236.14	295,301.98
4/25/2022	2,513.76	25,722.38	28,236.14	269,579.60
7/25/2022	2,294.80	25,941.34	28,236.14	243,638.26
10/25/2022	2,073.97	26,162.17	28,236.14	217,476.09
1/25/2023	1,851.27	26,384.87	28,236.14	191,091.22
4/25/2023	1,626.66	26,609.48	28,236.14	164,481.74
7/25/2023	1,400.15	26,835.99	28,236.14	137,645.75
10/25/2023	1,171.71	27,064.43	28,236.14	110,581.32
1/25/2024	941.32	27,294.82	28,236.14	83,286.50
4/25/2024	708.98	27,527.16	28,236.14	55,759.34
7/25/2024	474.65	27,761.49	28,236.14	27,997.85
10/25/2024	238.33	27,997.85	28,236.18	0.00
Totals	<u>\$47,472.84</u>	<u>\$517,250.00</u>	<u>\$564,722.84</u>	

* Lessee's option to purchase is subject to the provisions of Section 10.01 of the Master Agreement, as amended by paragraph 7 of this Schedule.

Exhibit 3

Gilmore & Bell, P.C.
Draft-September 12, 2019

ESCROW AGREEMENT

This Escrow Agreement (the “Escrow Agreement”), dated as of October 25, 2019, and entered into among **CENTRAL BANK OF THE OZARKS**, a Missouri banking corporation (together with its successors and assigns, “Lessor”), **CITY OF SPRINGFIELD, MISSOURI**, a home rule charter city and political subdivision existing under the laws of Missouri (“Lessee”), and **CENTRAL BANK OF THE OZARKS**, a Missouri banking association, in its capacity as escrow agent (together with its successors and assigns, “Escrow Agent”).

Name of Acquisition Fund: “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 1”
Amount of Deposit into the Acquisition Fund: \$517,250

TERMS AND CONDITIONS

1. This Escrow Agreement relates to and is hereby made a part of the Schedule of Equipment No. 1 dated as of October 25, 2019 (the “Schedule”) to that Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the “Agreement,” and together with the Schedule, the “Lease”), between Lessor and Lessee.

2. Except as otherwise defined herein, all terms defined in the Agreement will have the same meaning for the purposes of this Escrow Agreement as in the Agreement.

3. Lessor, Lessee and Escrow Agent agree that Escrow Agent will act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. Escrow Agent will not be deemed to be a party to the Lease, and this Escrow Agreement will be deemed to constitute the entire agreement among Lessor, Lessee and Escrow Agent.

4. There is hereby established in the custody of Escrow Agent a special fund designated as set forth above (the “Acquisition Fund”) to be held and administered by Escrow Agent for the benefit of Lessor and Lessee in accordance with this Escrow Agreement.

5. Lessor will deposit in the Acquisition Fund the amount specified above. Moneys held by Escrow Agent hereunder will be invested and reinvested by Escrow Agent upon written order of an Authorized Lessee Representative as set forth on **Exhibit C** attached hereto, and in accordance with the Federal Tax Certificate executed by Lessee as of the date hereof, in Qualified Investments (as defined below) maturing or subject to redemption at the option of the holder thereof prior to the date on which it is expected that such funds will be needed. If an Authorized Lessee Representative fails to timely direct the investment of any moneys held hereunder, Escrow Agent will invest and reinvest such moneys in Qualified Investments described in **Section 6(vi)** below. Such investments will be held by Escrow Agent in the Acquisition Fund; any interest and gain earned on such investments will be deposited in the Acquisition Fund, and any losses on such investments will be charged to the Acquisition Fund. Escrow Agent may act as purchaser or agent in the making or disposing of any investment.

6. “Qualified Investments” means, to the extent the same are at the time legal for investment of the funds being invested: (i) direct general obligations of the United States of America; (ii) obligations

the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the United States of America; (iii) general obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor; (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution including Escrow Agent or any affiliate thereof, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in (i), (ii) or (iii) above; or (v) repurchase agreements with any state or national bank or trust company, including Escrow Agent or any affiliate thereof, that are secured by obligations of the type described in (i), (ii) or (iii) above, provided that such collateral is free and clear of claims of third parties and that Escrow Agent or a third party acting solely as agent for Escrow Agent has possession of such collateral and a perfected first security interest in such collateral; or (vi) money market mutual funds that are invested in securities described in (i), (ii) or (iii) and that are rated "Aaa" by Moody's Investors Service or "AAAm-G" by Standard & Poor's Ratings Services or the comparable rating by Fitch IBCA, Inc.

7. Moneys in the Acquisition Fund will be used by Lessee to pay for the cost of acquisition of the Equipment listed in the Lease and, if requested by Lessee, to pay certain costs of entering into the Lease. Such payment will be made from the Acquisition Fund upon presentation to Escrow Agent of one or more properly executed Payment Request and Acceptance Certificates, a form of which is attached as **Exhibit A**, executed by Lessee and approved by Lessor, together with an invoice for the cost of the acquisition of said Equipment and a written approval by Lessor of the Vendor to be paid, or in the event that certain costs of entering into the Lease are described in the Payment Request and Acceptance Certificate, an invoice specifying the amount of such costs. In making any disbursement pursuant to this **Section 7**, Escrow Agent may conclusively rely as to the completeness and accuracy of all statements in such Payment Request and Acceptance Certificate, and Escrow Agent will not be required to make any inquiry, inspection or investigation in connection therewith. The approval of each Payment Request and Acceptance Certificate by Lessor will constitute unto Escrow Agent an irrevocable determination by Lessor that all conditions precedent to the payment of the amounts set forth therein have been completed.

8. The Acquisition Fund will terminate upon the occurrence of the earlier of (a) the presentation of a proper Payment Request and Acceptance Certificate and the Final Acceptance Certificate, a form of which is attached as **Exhibit B**, properly executed by Lessee and approved by Lessor, or (b) the presentation of written notification to Escrow Agent by Lessor, or, if Lessor has assigned its interest under the Lease, then the assignees or subassignees of all of Lessor's interest under the Lease or an agent on their behalf, that the Lease has been terminated pursuant to **Section 3.03 (a)** or **(c)** of the Agreement. Upon termination as described in clause (a) of this paragraph, Lessor may direct Escrow Agent to disburse any amount remaining in the Acquisition Fund will be used to prepay the principal portion of Rental Payments unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the Rental Payment Schedule attached to the Lease will be revised accordingly as specified by Lessor. Upon termination as described in clause (b) of this paragraph, any amount remaining in the Acquisition Fund will immediately be paid to Lessor or to any assignees or subassignees of Lessor's interest in this Lease as directed in writing.

9. Escrow Agent may at any time resign by giving at least 30 days' written notice to Lessee and Lessor, but such resignation will not take effect until the appointment of a successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, Escrow Agent may be removed at any

time, with or without cause, by an instrument in writing executed by Lessor and Lessee upon at least 30 days' written notice to Escrow Agent. In the event of any resignation or removal of Escrow Agent, a successor Escrow Agent will be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent will indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent. Thereupon such successor Escrow Agent will, without any further act or deed, be fully vested with all the trusts, powers, rights, duties and obligations of Escrow Agent under this Escrow Agreement and the predecessor Escrow Agent will deliver all moneys and securities held by it under this Escrow Agreement to such successor Escrow Agent whereupon the duties and obligations of the predecessor Escrow Agent will cease and terminate. If a successor Escrow Agent has not been so appointed within 90 days of such resignation or removal, Escrow Agent may petition a court of competent jurisdiction to have a successor Escrow Agent appointed.

10. Any corporation or association into which Escrow Agent 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, will be and become successor Escrow Agent hereunder and will 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.

11. Escrow Agent incurs no responsibility to make any disbursements pursuant to this Escrow Agreement except from funds held in the Acquisition Fund. Escrow Agent makes no representations or warranties as to the title to any Equipment listed in the Lease or as to the performance of any obligations of Lessor or Lessee.

12. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent will not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of this Escrow Agreement other than its own execution thereof or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder will be limited to those specifically provided herein.

13. Unless Escrow Agent is guilty of negligence or willful misconduct with regard to its duties hereunder, Lessee, to the extent permitted by law, and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

14. The aggregate amount of the costs, fees, and expenses of Escrow Agent in connection with the creation of the escrow described in and created by this Escrow Agreement and in carrying out any of the duties, terms or provisions of this Escrow Agreement is a one-time fee in the amount of \$-0-, to be paid by Lessee concurrently with the execution and delivery of this Escrow Agreement.

Notwithstanding the preceding paragraph, Escrow Agent will be entitled to reimbursement from Lessee of reasonable out-of-pocket, legal or extraordinary expenses incurred in carrying out the duties, terms or provisions of this Escrow Agreement. Claims for such reimbursement may be made to Lessee and in no event will such reimbursement be made from funds held by Escrow Agent pursuant to this Escrow Agreement. Escrow Agent agrees that it will not assert any lien whatsoever on any of the money or Qualified Investments on deposit in the Acquisition Fund for the payment of fees and expenses for services rendered by Escrow Agent under this Escrow Agreement or otherwise.

15. If Lessee, Lessor or Escrow Agent are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but will not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent will be indemnified by Lessor and Lessee, to the extent permitted by law, for all costs, including reasonable attorneys' fees and expenses, in connection with such civil action, and will be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

16. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other parties at their respective addresses shown on the signature page of this Escrow Agreement or at such other address as each such party shall from time to time designate in writing to the other parties; and shall be effective on the date or receipt.

17. Escrow Agent may consult with counsel of its own choice and will have full and complete authorization and protection for any action or non-action taken by Escrow Agent in accordance with the opinion of such counsel. Escrow Agent will otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or willful misconduct.

18. This Escrow Agreement will be governed by and construed in accordance with the laws of the state in which Escrow Agent is located.

19. In the event any provision of this Escrow Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

20. This Escrow Agreement may not be amended or assigned except by a written instrument executed by Lessor, Lessee and Escrow Agent.

21. This Escrow Agreement may be executed in several counterparts, each of which so executed will be an original.

22. The parties 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.

23. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a

relationship or opening an account. The parties to this Escrow Agreement agree that they will provide to Escrow Agent such information as it may request, from time to time, in order for Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

[Signature page follows.]

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives as of the date set forth above.

CENTRAL BANK OF THE OZARKS
LESSOR

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: City Manager
Address: 840 Boonville Avenue
Springfield, MO 65802

APPROVED AS TO FORM:

_____, City Attorney

CENTRAL BANK OF THE OZARKS
ESCROW AGENT

By: _____
Title: _____
Address: P.O. Box 3397
Springfield, MO 65808-3397

EXHIBIT A

FORM OF PAYMENT REQUEST AND ACCEPTANCE CERTIFICATE

To: Central Bank of the Ozarks
1800 S. Glenstone Avenue
Springfield, MO 65804

Re: City of Springfield, Missouri Acquisition Fund established by the Escrow Agreement, dated as of October 25, 2019 (the "Escrow Agreement"), among Central Bank of the Ozarks, as lessor ("Lessor"), City of Springfield, Missouri, as lessee ("Lessee"), and Central Bank of the Ozarks, in its capacity as escrow agent (the "Escrow Agent")

Ladies and Gentlemen:

The Escrow Agent is hereby requested to pay from the above-referenced Acquisition Fund to the person or corporation designated below as Payee, the amount set forth below in payment of a portion or all of the cost of the acquisition of the equipment or costs incurred in entering into the Lease described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment or costs incurred in entering into the Lease described below and has not formed the basis of any prior request for payment.

The equipment or costs described below are (a) part or all of the "Equipment" that is listed in Equipment Schedule No. 1 dated as of October 25, 2019 (the "Schedule"), to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019 (the "Master Agreement," and together with the Schedule, the "Lease"), described in the Escrow Agreement or (b) costs incurred in entering into the Lease.

<u>Quantity</u>	<u>Serial Number</u>	<u>Item</u>	<u>Amount</u>
-----------------	----------------------	-------------	---------------

Payee: _____

Lessee hereby certifies and represents to and agrees with Lessor and Escrow Agent as follows:

- (1) The Equipment described above (a) has been delivered, installed and accepted on the date hereof, or (b) the amount requested is a down payment currently due on said Equipment.
- (2) If (1)(a) is applicable, Lessee has conducted such inspection and/or testing of said Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said Equipment for all purposes.

- (3) If (1)(a) is applicable, Lessee is currently maintaining the insurance coverage required by **Section 7.02** of the Master Agreement.

Lessee hereby certifies and represents to Lessor and the Escrow Agent that no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof.

Dated: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

APPROVED FOR PAYMENT:

CENTRAL BANK OF THE OZARKS
LESSOR

By: _____
Title: _____

EXHIBIT B

FINAL ACCEPTANCE CERTIFICATE

[THIS CERTIFICATE IS TO BE EXECUTED ONLY WHEN ALL EQUIPMENT
HAS BEEN ACCEPTED]

The undersigned hereby certifies that the equipment described above, together with the equipment described in and accepted by Payment Request and Acceptance Certificates previously filed by Lessee with Escrow Agent and Lessor pursuant to the Escrow Agreement, constitutes all of the Equipment subject to the Lease.

Dated: _____, 20__.

CITY OF SPRINGFIELD, MISSOURI
LESSEE

By: _____
Title: _____

EXHIBIT C

AUTHORIZED LESSEE REPRESENTATIVES

**City of Springfield, Missouri
Acquisition Fund established by the Escrow Agreement,
dated as of October 25, 2019 (the “Escrow Agreement”), among
Central Bank of the Ozarks, as lessor (“Lessor”),
City of Springfield, Missouri, as lessee (“Lessee”), and
Central Bank of the Ozarks, in its capacity as escrow agent (the “Escrow Agent”)**

Each of the following person(s) is an **Authorized Lessee Representative** for Lessee authorized to execute documents and direct the Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Lessee’s behalf (only one signature required):

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

_____ Name	_____ Telephone Number
---------------	---------------------------

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
011

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80010	408070	000000	00000	\$ 411,316	Lease proceeds for Parks
20120	16	80010	408070	000000	00000	80,591	Lease proceeds for Parks
20130	16	80010	408070	000000	00000	25,343	Lease proceeds for Parks
Net Revenue Adjustment						\$ 517,250	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80520	508170	000000	00000	\$ 36,500	Work truck - park operations
20110	16	80520	508170	000000	00000	49,000	Tractor - park operations
20110	16	80520	508170	000000	00000	36,500	Heavy duty utility cart - park operations
20110	16	80520	508170	000000	00000	7,000	Equipment trailer - park operations
20110	16	80520	508170	000000	00000	36,500	Mower with roller attachments- park operations
20110	16	80520	508170	000000	00000	55,000	Sidewinder mower - park operations
20110	16	80530	508170	000000	00000	77,250	5 Zero turn mowers - park operations
20110	16	80530	508170	000000	00000	16,500	Walk behind mower - park operations
20110	16	80010	508170	000000	00000	55,000	2 Vehicles - park administration
20110	16	87510	508170	000000	00000	16,500	Radio Equipment
20110	16	82550	501190	000000	10065	20,000	Chesterfield Family Center fitness equipment
20110	16	80010	509350	000000	00000	5,566	Cost of issuance
20120	16	88030	501870	000000	10212	20,500	Zero turn mower - Lake Springfield
20120	16	88030	501870	000000	10364	20,500	Zero turn mower - Rutledge-Wilson Farm Park
20120	16	88030	501870	000000	10428	20,500	Zero turn mower - Valley Watermill Equestrian Center
20120	16	82550	501190	000000	10101	18,000	Doling Family Center fitness equipment
20120	16	80010	509350	000000	00000	1,091	Cost of issuance
20130	16	82550	501190	000000	10092	25,000	Dan Kinney Family Center fitness equipment
20130	16	80010	509350	000000	00000	343	Cost of issuance
Net Expenditure Adjustment						\$ 517,250	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: Parks equipment lease for FY2020 operating needs.

Requested By:

Approved By:

Authorization:

Department Head _____ Date _____

Director of Finance _____ Date _____

City Manager _____ Date _____

Council Bill No. _____
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

Exhibit 5

Gilmore & Bell, P.C.
Draft-September 12, 2019

FEDERAL TAX CERTIFICATE

[Subject to revision after review of the City's completed tax questionnaire.]

THIS FEDERAL TAX CERTIFICATE (the “**Tax Certificate**”), is executed as of October 25, 2019, by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”).

RECITALS

1. This Tax Certificate is being executed and delivered in connection with Schedule of Equipment No. 1 dated as of October 25, 2019 to that certain Master Equipment Lease Purchase Agreement dated as of October 25, 2019, in the principal amount of \$517,250 (collectively, the “**Lease**”), entered into by and between the City, as lessee, and Central Bank of the Ozarks, a Missouri banking corporation, as lessor (the “**Lessor**”).

2. The Internal Revenue Code of 1986, as amended (the “**Code**”), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the “**Regulations**”), impose certain limitations on the uses and investment of the proceeds of the Lease and of certain other money relating to the Lease, and set forth the conditions under which the interest component of rent payable under the Lease will be excluded from gross income for federal income tax purposes.

3. The City is executing this Tax Certificate in order to set forth certain facts, covenants, representations, and expectations relating to the use of the proceeds of the Lease and the property financed with those proceeds and the investment of the proceeds of the Lease and of certain other related money, in order to establish and maintain the exclusion of the interest component of rent payable under the Lease from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f).

4. The City adopted a Tax-Exempt Financing Compliance Procedure on May 7, 2012 (the “**Tax Compliance Procedure**”) for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is being entered into as required by the Tax Compliance Procedure for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Certificate, the City represents, covenants and agrees as follows:

Section 1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

“Acquisition Fund” means the “City of Springfield, Missouri Acquisition Fund-Schedule of Equipment No. 1” established pursuant to the Escrow Agreement dated as of October 25, 2019, among the City, the Lessor and Central Bank of the Ozarks, in its capacity as escrow agent.

“Annual Compliance Checklist” means a checklist for the Equipment designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Closing Date substantially in the form attached as **Exhibit D**.

“City” means the City of Springfield, Missouri.

“Closing Date” means October 25, 2019.

“Compliance Officer” means the City’s Director of Finance or, if the position of Director of Finance is vacant, the person filling the responsibilities of the Director of Finance for the City.

“Equipment” means certain equipment and vehicles for use by the City’s Park Department to be acquired by the City with proceeds of the Lease, as further described on **Exhibit C** to this Tax Certificate.

“Gross Proceeds” means the gross proceeds of the Lease, which include (a) sale proceeds (any amounts actually or constructively received by the City from the execution and delivery of the Lease, including amounts used to pay a discount or fees to the Lessor, but excluding pre-issuance accrued interest), (b) any amounts received from investing sale proceeds, (c) any amounts held in a sinking fund for the Lease, and (d) any amounts held in a pledged fund or reserve fund for the Lease. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the Acquisition Fund.

“Investment” means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for “specified private activity bonds” as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

“IRS” means the Internal Revenue Service.

“Lease” means Schedule of Equipment No. 1, dated as of the date of this Tax Certificate, between the City, as lessee, and the Lessor, as lessor, in the principal amount of \$517,250 (which Schedule of Equipment No. 1 incorporates the terms and provisions of the Master Lease), the proceeds of which will be used to acquire the Equipment and pay certain costs of issuance in connection with the Lease.

“Lessor” means Central Bank of the Ozarks, a Missouri banking corporation.

“Management Agreement” means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of the Equipment, such as a contract to manage the Equipment or a portion thereof. However, contracts for services that are solely incidental to the primary governmental function of the Equipment (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management Agreements.

“Master Lease” means the Master Equipment Lease Purchase Agreement dated as of October 25, 2019, including the exhibits thereto, entered into between the Lessor, as lessor, and the City, as lessee, as amended from time to time.

“Measurement Period” means, with respect to the Equipment, the period beginning on the later of (i) the Closing Date or (ii) the date the property is placed in service, and ending on the earlier of (A) the final maturity date of the Lease or (B) the end of the expected economic useful life of the property.

“Non-Qualified Use” generally means any use of the Equipment in a trade or business carried on by any Non-Qualified User that is different in form or substance to the use made of the Equipment by any other member of the general public. Generally, ownership, a lease, or any other use that provides a Non-Qualified User a special legal right or entitlement to use the Equipment will constitute Non-Qualified Use.

“Non-Qualified User” means any person or entity other than the City.

“Opinion of Special Tax Counsel” means the written opinion of Special Tax Counsel addressed to the City to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest component of rent on the Lease from gross income for federal income tax purposes or an opinion describing additions, modifications or additional procedures required to preserve the interest component of rent on the Lease from gross income for federal income tax purposes.

“Post-Issuance Tax Requirements” means those requirements related to the use of Gross Proceeds, the use of the Equipment and the investment of Gross Proceeds after the Closing Date.

“Qualified Use Agreement” means any of the following:

(1) A lease or other short-term use by members of the general public who use the Equipment on a short-term basis in the ordinary course of the City’s governmental purposes.

(2) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 200 days in length pursuant to an arrangement whereby (a) the use of the Equipment under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (b) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(3) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 100 days in length pursuant to arrangements whereby (a) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (b) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (c) the Equipment was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Equipment under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(4) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Equipment for a period up to 50 days in length pursuant to a negotiated arm’s-length arrangement at fair market value so long as the Equipment was not constructed for a principal purpose of providing the property for use by that person.

“Qualified User” means a State, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

“Regulations” means United States Treasury Regulations governing obligations the interest on which is excluded from gross income for federal income tax purposes under Code §§ 103 and 141-150.

“Special Tax Counsel” means Gilmore & Bell, P.C.

“State” means the State of Missouri.

“Tax Compliance File” means documents and records for the Lease maintained by the Compliance Officer pursuant to this Tax Certificate and the Tax Compliance Procedure.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Procedure, dated May 7, 2012.

“Yield” means the yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

Section 2. Purpose of Lease. On the Closing Date, the Lessor will disburse all proceeds of the Lease in the aggregate principal amount of \$517,250 for deposit into the Acquisition Fund. Of this amount, \$510,250 will be used to acquire the Equipment, and \$7,000 will be used to pay costs of executing and delivering the Lease.

Section 3. Accounting for Gross Proceeds. The City will account for the sale proceeds of the Lease as follows: All sale proceeds will be used to acquire the Equipment and pay related costs of executing and delivering the Lease as described in **Section 2** of this Tax Certificate. Not later than 18 months after (1) the purchase of the Equipment, or (2) the date the Equipment is placed in service, the City will prepare a final written allocation as required by the Tax Compliance Procedure, a sample form of which is attached hereto as **Exhibit E**.

Section 4. Project Completion. The City has incurred, or will incur within 6 months after the Closing Date, a substantial binding obligation to a third party to spend at least 5% of the proceeds of the Lease on the Equipment. The acquisition of the Equipment and the allocation of the proceeds of the Lease to expenditures will proceed with due diligence. At least 85% of the proceeds of the Lease will be allocated to expenditures for the Equipment within 3 years after the Closing Date.

Section 5. Funds or Accounts. The following fund has been established for the Lease:

- Acquisition Fund.

No other funds or accounts have been established to hold sale proceeds of the Lease, and no other funds or accounts of the City have been or will be established that will contain other money that will be used to make, or secure, rental payments under the Lease.

Section 6. Rebate and Yield Restriction.

(a) *Lessor’s Certificate – Issue Price.* The Lessor has represented in the Lessor Certificate, dated as of the Closing Date and included in the Transcript at Tab 8, that on the date hereof it has purchased the Lease for the aggregate principal amount of \$517,250, without accrued interest, and that it intends to

hold the Lease for its own account as an investment with no present intent to sell, assign or transfer the Lease. Based on the certifications of the Lessor in the Lessor Certificate, the City elects to establish the issue price of the Lease pursuant to Regulations § 1.148-1(f)(2)(i) and, accordingly, the issue price will be the price paid by the Lessor (\$517,250).

(b) *Lease Yield.* Based on the issue price, Special Tax Counsel has determined that the Yield on the Lease is _____. The amortization schedule and calculation Yield on the Lease is attached to this Tax Certificate as **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the Lease.

(c) *Rebate and Yield Restriction Requirement.* All sale proceeds of the Lease and any amounts received from investing the sale proceeds of the Lease are expected to be allocated to expenditures for the Equipment in accordance with the following schedule: (1) 15% within 6 months from the Closing Date; (2) 60% within 12 months from the Closing Date; and (3) 100% within 18 months from the Closing Date. Prior to the expenditure of these amounts, the City expects to invest the sale proceeds in a money market account at a Yield that is less than the Yield on the Lease. The City has not created or established, and does not expect to create or establish, any sinking fund, reserve fund, pledge fund, or other similar fund (1) that is reasonably expected to be used to pay the rental payments, or (2) that may be used solely to prevent a default in the payment of the rental payments if the City encounters financial difficulty. If these amounts are invested and allocated to expenditures as set forth in this paragraph, and if the City does not establish any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease, then no rebate or Yield reduction computations will be necessary for the Lease. If these amounts are not invested and spent as set forth in this paragraph, the City will engage Special Tax Counsel, an independent certified public accountant, or a rebate analyst to compute arbitrage rebate on the Lease and to pay rebate to the United States at least once every five years, and within 60 days after the final maturity of the Lease in accordance with Code § 148(f).

Section 7. Use of Equipment.

(a) *General.* The Equipment will be owned by the City throughout the Measurement Period. No portion of the Equipment is expected to be used in a Non-Qualified Use during the Measurement Period. Unless the City obtains an Opinion of Special Tax Counsel, the City will not enter into any agreement other than a Qualified Use Agreement with respect to the Equipment.

(b) *Agreements.* As of the Closing Date, the City does not have any agreements with Non-Qualified Users that relate to the use or operation of the Equipment. During the Measurement Period, the City will not enter into or renew any agreement with any Non-Qualified User with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(c) *Leases.* As of the Closing Date, the City has not entered into any leases (or subleases) with Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment. During the Measurement Period, the City will not enter into or renew any leases with any Non-Qualified Users other than Qualified Use Agreements with respect to the Equipment without first obtaining an opinion of Special Tax Counsel.

(d) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Lease and to supplement any other formal policies and procedures related to the Post-Issuance Tax Requirements that the City has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(e) *Compliance Officer.* The City, when necessary to fulfill the Post-Issuance Tax Requirements, will, through the Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction payments, participate in any federal income tax audit of the Lease or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12.

(f) *Annual Compliance Checklists.* Attached as **Exhibit D** is a form of Annual Compliance Checklist for the Equipment. The Compliance Officer will prepare and work with appropriate officials of the City to complete an Annual Compliance Checklist for the Equipment at least annually. In the event an Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Compliance Officer will obtain an Opinion of Special Tax Counsel and take actions to correct any deficiency.

Section 8. Record Keeping. The Compliance Officer will maintain the Tax Compliance File for the Lease in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Certificate, the Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (i) the Lease or (ii) any obligation issued to refund the Lease. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (1) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (2) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (3) exhibit a high degree of legibility and readability both electronically and in hardcopy, (4) provide support for other books and records of the City, and (5) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

Section 9. Miscellaneous

(a) *Reimbursement of Expenditures; Official Intent.* On October 21, 2019, the governing body of the City adopted an ordinance declaring the intent of the City to finance the Equipment with proceeds of a tax-exempt obligation and to reimburse the City for expenditures made for the Equipment prior to the issuance of the tax-exempt obligation. A copy of the ordinance is attached to this Tax Certificate as **Exhibit F**. Any reimbursement allocation made by the City will comply with Regulations § 1.150-2; however, as of the Closing Date, the City does not expect proceeds of the Lease to be allocated to expenditures paid by the City prior to the Closing Date.

(b) *Form 8038-G.* A copy of the completed and fully executed IRS Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) is attached to this Tax Certificate as **Exhibit B**. The Form 8038-G was prepared by Special Tax Counsel based on representations and covenants by the City contained in this Tax Certificate or otherwise made by the City. The information contained on Form 8038-G is true, complete and correct to the knowledge of the undersigned and the undersigned is authorized to sign the Form 8038-G on behalf of the City and deliver it to Special Tax Counsel for filing with the IRS.

(c) *Single Issue; No Other Issues.* The Lease constitutes a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the sale of the Lease, (2) are being sold under the same plan of financing as the Lease, and (3) are expected to be paid from substantially the same source of funds as the Lease (disregarding guarantees from unrelated parties, such as bond insurance).

(d) *Bank Qualification.* The Lease is not a “qualified tax-exempt obligation” under Code § 265(b)(3).

(e) *No Federal Guaranty.* The payment of rent on the Lease is not, and the City will not permit the payment of rent on the Lease to be, directly or indirectly guaranteed by the United States of America or any agency thereof.

(f) *Registration Requirement; Record Owner.* The City will maintain or cause to be maintained a record of the owner(s) of the Lease and the person/entity entitled to the receipt of the interest components of rent payments on the Lease. Transfer of Ownership of the Lease is effective only if entered in these records. The Lease will be held in registered form within the meaning of Code § 149(a).

(g) *Reliance.* The City understands that its certifications will be relied upon by the law firm of Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Lease and the exclusion from federal gross income of the interest component of rent payments payable by the City under the Lease.

(h) *Enforceability.* If any provision in this Tax Certificate or in the Lease is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

(i) *Electronic Transactions.* The transaction described in this Tax Certificate may be conducted, and related documents may be stored, by electronic means.

[The remainder of this page left blank intentionally.]

IN WITNESS WHEREOF, the undersigned, by execution of this Tax Certificate, hereby makes the foregoing certifications, representations, and agreements contained in this Tax Certificate on behalf of the City.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

**LEASE AMORTIZATION SCHEDULE, CALCULATION OF WEIGHTED
AVERAGE MATURITY AND CALCULATION OF YIELD ON THE LEASE**

[To be prepared by Special Tax Counsel.]

EXHIBIT B

IRS FORM 8038-G

[To be prepared by Special Tax Counsel.]

EXHIBIT C

DESCRIPTION OF THE EQUIPMENT

[To be prepared by Special Tax Counsel.]

EXHIBIT D**SAMPLE ANNUAL COMPLIANCE CHECKLIST**

Name of tax-exempt obligation (“Schedule No. 1”) financing the Equipment:	This Annual Compliance Checklist is designed to cover Schedule of Equipment No. 1 to Master Equipment Lease Purchase Agreement, each dated as of October 25, 2019 (“Schedule No. 1”), between Central Bank of the Ozarks, as lessor, and the City of Springfield, Missouri, as lessee.
Placed in service date of the Equipment:	
Name of Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	For federal income tax purposes, was all of the Equipment owned by the City for federal tax purposes during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Special Tax Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	

2 Leases & Other Rights to Possession	During the Annual Period, was any of the Equipment subleased to or used by individuals or entities other than the City or employees of the City at any time pursuant to a lease or similar agreement for more than 50 days?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax Compliance File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of any portion of the Equipment (e.g., has the City hired any organization to operate or manage the facilities in which the Equipment is being used) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the arrangement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
4 Other Use	Was any other agreement entered into with an individual or entity (including the federal government and any of its agencies) that grants special legal rights to any portion of the Equipment?	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax Compliance File. If No, contact Special Tax Counsel and include description of resolution in the Tax Compliance File.	☐ Yes ☐ No
5 Arbitrage Rebate; Yield Restriction	(a) Were the Gross Proceeds of the Lease invested and spent in accordance with the Tax Certificate? If No, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File. If Yes, answer question (b) below.	☐ Yes ☐ No ☐ Yes ☐ No
	(b) Has the City established any sinking fund, reserve fund, pledge fund, or similar fund with respect to the Lease? If Yes, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax Compliance File.	

By: Compliance Officer: _____

Date Completed: _____

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

\$517,250

**SCHEDULE OF EQUIPMENT NO. 1 TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT,
EACH DATED AS OF OCTOBER 25, 2019
BETWEEN
CENTRAL BANK OF THE OZARKS, AS LESSOR
AND
CITY OF SPRINGFIELD, MISSOURI, AS LESSEE**

The undersigned is the Compliance Officer of the City of Springfield, Missouri (the “City”), and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the tax-exempt obligation referenced above (collectively, the “Lease”) is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Lease proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the “Code”). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the “project” was “placed in service” (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Lease.

Background. The Lease was executed and delivered on October 25, 2019 (the “Closing Date”), by the City. The Lease was executed and delivered in order to provide funds needed to acquire certain equipment for the City (the “Equipment”) and to pay certain costs of issuance. Proceeds of the Lease were disbursed on the Closing Date for deposit in the Acquisition Fund established under Escrow Agreement dated as of October 25, 2019, among the City, Central Bank of the Ozarks, as lessor, and Central Bank of the Ozarks, in its capacity as escrow agent.

Sources Used to Fund Equipment Costs and Allocation of Proceeds to Equipment Costs. A portion of the costs of acquiring the Equipment was paid from sale proceeds of the Lease and the remaining portion of the costs of the Equipment was paid from earnings from the investment of Lease proceeds and from other money of the City as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Equipment financed from Lease proceeds (i.e., the “Description of Equipment” listed in **Exhibit C** to the City’s Federal Tax Certificate) are listed on page 1 of **Schedule 2** to this Final Written Allocation.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Lease to the various expenditures described in the invoices, requisitions or other substantiation attached as **Schedule 2** to this Final Written Allocation. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from proceeds of the Lease and retained as purchaser’s discount are allocated to that purpose and spent on the Closing Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Lease.

Placed In Service. The Equipment was “placed in service” on the date set out on **Schedule 2** to this Final Written Allocation. For this purpose, the assets are considered to be “placed in service” as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: _____

Dated: _____

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review: _____

SCHEDULE 1
TO FINAL WRITTEN ALLOCATION

ALLOCATION OF SOURCES AND USES

[Attach Spreadsheet after acquisition of the Equipment is completed.]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF FINANCED ASSETS
AND
DETAILED LISTING OF EXPENDITURES**

[Attach Spreadsheet after acquisition of the Equipment is completed.]

EXHIBIT F

DECLARATION OF INTENT

[See Document 5 (City's Ordinance) in the Transcript of Documents.]

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 10-01-19

Sponsored by Ollis

First Reading

Second Reading

COUNCIL BILL 2019- 233

GENERAL ORDINANCE

AN ORDINANCE

AMENDING Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding four new job titles to the Crafts, Trades and Labor salary schedule and two new job titles to the Professional, Administrative and Technical salary schedules and adding one additional full time equivalent position for the new job title of Airport Custodian; and amending the Fiscal Year 2019-2020 budget of the Airport Board, to adjust the authorized employee positions.

WHEREAS, the Department of Human Resources proposes adding several job titles to the Crafts, Trades and Labor ("CTL") and Professional, Administrative and Technical ("PAT") salary schedules to address the expanded scope of responsibilities of existing positions within the Springfield-Branson National Airport ("Airport"), Finance Department, Environmental Services ("ES") Department and the Springfield-Greene County Health Department ("SGCHD"); and

WHEREAS, two new job titles, Airport Custodian, CTL-2 and Senior Airport Custodian, CTL-3, will be established for the Airport to develop a career ladder; and

WHEREAS, one new job title, Purchasing Assistant II, PAT-5, will be established for the Finance Department to better address job duties specific to purchasing and to create an option for career ladder progression; and

WHEREAS, two new job titles, Plant Maintenance Mechanic Trainee, CTL-9, and Plant Maintenance Mechanic III, CTL-12, will be established for the ES Department to develop a career ladder; and

WHEREAS, one new job title, Medical Assistant, PAT-4, will be established for the SGCHD to provide routine patient intake services associated with the significant increase in the number of clients; and

WHEREAS, the expanded scope of duties and responsibilities have been reviewed by the Human Resources Department and said department has, through its evaluation of all positions, determined that the respective recommended salary grade assignments for these job titles are appropriate and consistent with the level of responsibility associated with these recommended positions.

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

NOTE: Language to be added is underlined. Language to be removed is ~~stricken~~.

Section 1 – Chapter 2, Section 2-92 of the Springfield City Code, known as the
'Salary Ordinance,' relating to salary rates and pay grades for various job titles within the
City service as contained in the Crafts, Trades and Labor Schedule ("CTL") and the
Professional, Administrative and Technical ("PAT") Schedule is hereby amended by adding
the following six job titles.

Proposed Job Title and Salary Grade
(Titles to be Added)

Classification	Grade
<u>Airport Custodian</u>	<u>CTL-2</u>
<u>Senior Airport Custodian</u>	<u>CTL-3</u>
<u>Purchasing Assistant II</u>	<u>PAT-5</u>
<u>Plant Maintenance Mechanic Trainee</u>	<u>CTL-9</u>
<u>Plant Maintenance Mechanic III</u>	<u>CTL-12</u>
<u>Medical Assistant</u>	<u>PAT-4</u>

Section 2 – The Fiscal Year 2019-20 budget for the Airport Board is hereby
amended by changing the number of authorized job positions for said department,
specifically by adding one FTE position of Airport Custodian, CTL-2, to the department.

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: Rhonda Lewsader, City Attorney

Approved for Council action: Jason R. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 233

FILED: 10-01-19

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: Amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding four new job titles to the Crafts, Trades and Labor salary schedule and two new job titles to the Professional, Administrative and Technical salary schedules and adding one additional full time equivalent position for the new job title of Airport Custodian; and amending the Fiscal Year 2019-2020 budget of the Airport Board, to adjust the authorized employee positions.

BACKGROUND INFORMATION: This Council bill addresses human resources related matters for several departments, specifically Airport, Finance, Environmental Services and Health.

Two new job titles for the Airport are being proposed to address custodial needs unique to the Airport. Custodian positions at the Airport have much greater demands of service than those used in other areas of the City, specifically high customer contact and service expectations. By creating an Airport Custodian (CTL-2) job title and job classification, there will be greater internal equity by recognizing these unique demands. The current Custodian (CTL-1) positions at the Airport will be reclassified to the new Airport Custodian (CTL-2) job classification. Additionally, creating a Senior Airport Custodian (CTL-3) job title and classification will allow career progression for a limited number of staff to serve in lead roles to ensure continuity of services through inspections, training and managing escalated service issues. Due to the sheer volume of custodial services needed, an additional FTE is being requested. The current team of eight FTE custodians cover a schedule that extends 15.5 hours per day, seven days a week. This lean staffing structure often creates a burden on existing staff when handling unplanned absences and turnover, in addition to scheduled leave time. With rising passenger counts, this creates a growing area of concern.

Within the Purchasing Division of the Finance Department, the Purchasing Assistant II (PAT-5) job title is requested as a career progression to the existing Purchasing Assistant (PAT-4) job title. The current staffing structure includes an Office Administrator (PAT-5) job title at the same salary grade level, which would no longer be utilized and instead the new specialized Purchasing Assistant II (PAT-5) job title, would be used if approved.

The two new job titles for Environmental Services are also proposed to meet mechanical needs at the treatment plant given changes in regulatory standards from the EPA as well as the Department's initiative and commitment to reliability. Creating the Plant Maintenance Mechanic III (CTL-12) position will allow for career progression for a limited number of mechanical staff with high level and advanced specialized skill sets. This position will play a vital role in predictive maintenance to maintain compliance,

limiting unnecessary downtime and increased costs due to breakdown. Additionally, creating a Plant Maintenance Mechanic Trainee (CTL-9) position is recommended to allow the Department to attract and hire candidates with mechanical repair experience and then train them internally on the specialized industrial plant mechanical repair skills. Given labor shortages and the difficulty in hiring for this critical specialized skill set, this new job title will be extremely beneficial.

The Medical Assistant (PAT-4) job title is being requested to address the significant increase in patient caseload that the Springfield-Greene County Health Department's laboratory has experienced over the last five years. The Medical Assistant position will perform routine patient intake services allowing for better distribution of higher-level work. If approved, this job title would be used in place of an existing, funded Staff Assistant (PAT-3) job title.

REMARKS: Human Resources has completed job evaluations for these new job titles and concluded that based on the scope of responsibility required of these positions, the recommended salary grade assignments, as outlined in the attached Council bill, are consistent with the level of responsibility.

BUDGET NOTE: Funds to implement a career ladder for the new Airport Custodian (CTL-2) title total \$15,900 and \$3,760 for the new Senior Airport Custodian title (CTL-3). The cost to add an additional Airport Custodian (CTL-2) FTE is \$44,129. The Airport has budgeted for these costs, so no budget adjustment is necessary. The Purchasing Assistant II (PAT-5) would be a cost-neutral change. The costs to implement the Plant Maintenance Mechanic Trainee (CTL-9) and Plant Maintenance Mechanic III (CTL-12) job titles associated with this career ladder are \$118,605; however, no budget adjustment is required as Environmental Services already has the funding in their current Fiscal Year 2020 budget. The Medical Assistant title reflects an increase of \$3,800 which was projected and approved in the Fiscal Year 2019 Budget.

Submitted/Recommended by:

Approved by:


Darla Morrison,
Director of Human Resources


Jason Gage,
City Manager

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 10-01-19

Sponsored by: Lear

COUNCIL BILL 2019- 235 RESOLUTION

RESOLUTION

1 GRANTING a new liquor license to sell retail liquor by the drink to Hotel Vandivort
2 Operator LLC, d/b/a Hotel Vandivort, for their location at 260 East
3 McDaniel Street, such license to include a 3,500 square foot rooftop patio.
4
5

6 WHEREAS, Hotel Vandivort Operator, LLC, d/b/a Hotel Vandivort, has filed an
7 application for a license to sell liquor by the drink at retail, including Sunday sales, at its
8 location at 260 East McDaniel Street; and
9

10 WHEREAS, said application also includes a 3,500 square foot rooftop patio; and
11

12 WHEREAS, pursuant to Sec. 10-37(a) of the Springfield City Code, no license
13 shall be granted for the sale of intoxicating liquor within 200 feet of any school, church,
14 park, or building regularly used as a place of worship unless the applicant shall first
15 obtain the consent of City Council; and
16

17 WHEREAS, Sec. 10-37(c) provides an exception to the 200-feet distance down
18 to a distance of 100 feet for establishments within the Downtown area; and
19

20 WHEREAS, the place of business of the Hotel Vandivort Operator, LLC, d/b/a
21 Hotel Vandivort, is located within 100 feet of property owned or operated by a school,
22 therefore City Council must determine whether it will consent to the issuance of a liquor
23 license at this location.
24

25 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
26 SPRINGFIELD, MISSOURI, as follows, that:
27

28 Section 1 – City Council consents to granting Hotel Vandivort Operator, LLC,
29 d/b/a Hotel Vandivort, a license to sell retail liquor by the drink, including Sunday sales,
30 at its location at 260 East McDaniel Street, Springfield, Missouri, such license to include
31 a 3,500 square foot rooftop patio.
32

33 Section 2 – This Resolution shall be in effect immediately upon adoption.
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35 Passed at meeting:

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Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Richard T. Widen, Assistant City Attorney

Approved for Council action: James A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 235

FILED: 10-01-19

ORIGINATING DEPARTMENT: Finance

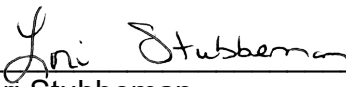
PURPOSE: Granting a new liquor license to sell liquor by the drink at retail, including Sunday sales to Hotel Vandivort Operator, LLC, d/b/a Hotel Vandivort, for their location at 260 East McDaniel Street, Springfield, Missouri, such license to include a 3,500 square foot rooftop patio.

BACKGROUND INFORMATION: Applicant, Hotel Vandivort Operator, LLC, d/b/a Hotel Vandivort, applied for a license to sell liquor by the drink at retail, including Sunday sales at its location at 260 East McDaniel Street, such license to include a 3,500 square foot patio. The applicant's business is located within the Downtown Springfield Community Improvement District ("Downtown CID") and is located within 100 feet of Missouri State University. The school and property owners have been advised of the applicant's proposed sale of alcohol and did not submit an objection to City staff.

Pursuant to Section 10-37(a) of the Springfield City Code, no license shall be granted for the sale of intoxicating liquor within 100 feet of any church, school, park, or building regularly used as a place of worship unless the applicant shall first obtain the consent in writing of City Council. Section 10-37(c) establishes an exception to the 200-foot distance down to a distance of 100 feet for establishments within the Downtown CID if the Director of Finance reviews criteria, including prior police calls to or violations of laws by establishments owned by the applicant and a feasible plan for parking and security, and determines a license will not adversely impact the Downtown CID. In this case, the applicant's property is within 100 feet of a school, so the Director of Finance is not authorized by the exception in Section 10-37(c) to issue the license. As a result, City Council must determine whether it will issue a license to this business location.

Submitted by:

Approved by:



Lori Stubbeman
Business License Supervisor



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 09-17-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 222

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission granting temporary access to City rights-of-way to allow the State to make improvements to the Scenic Avenue Bridge over James River Freeway and define responsibilities for construction and maintenance.

WHEREAS, the State of Missouri maintains the state highway system and is responsible for the Route 360/Scenic Avenue Bridge over James River Freeway ("Scenic Avenue Bridge") in southwest Springfield; and

WHEREAS, the State desires to make repairs and improvements to this bridge and requires permission to enter onto City rights-of-way, restrict traffic and take such other needed temporary actions to safely complete the project.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Missouri Highways and Transportation Commission for the purpose of making repairs and improvements to the Scenic Avenue Bridge, said agreement to be in substantially the same form as "Exhibit 1," which is incorporated herein by reference as though fully set forth.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

34 Attest: _____, City Clerk

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37 Filed as Ordinance: _____

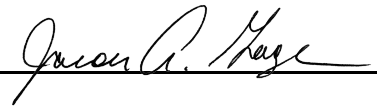
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40 Approved as to form: , Assistant City Attorney

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43 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-222

FILED: 09-17-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Missouri Highways and Transportation Commission granting temporary access to City rights-of-way to allow the State to make improvements to the Scenic Avenue Bridge over James River Freeway and define responsibilities for construction and maintenance.

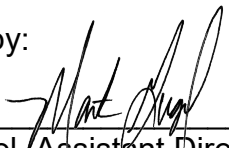
BACKGROUND INFORMATION: This Municipal Agreement allows the Missouri Highways and Transportation Commission to complete the rehabilitation of the Scenic Avenue Bridge Over James River Freeway located within the City of Springfield. This agreement allows the Commission to complete improvements for the bridge rehabilitation project within City owned right-of-way and describes that maintenance of improvements within City owned right-of-way will be performed by the City and maintenance of improvements within Commission owned right-of-way will be performed by the Commission. There are no costs to the City anticipated with this project.

This Council Bill supports the following City Council Priorities:

- Public Safety
- Quality of Place
- Fiscal Sustainability and Accountability

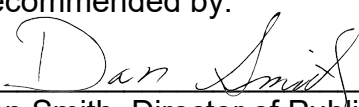
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



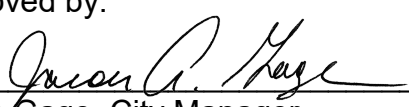
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit 1

CCO Form: DE11
Approved: 04/93 (CEH)
Revised: 01/18 (BDG)
Modified:

Municipal Agreement
Route: 360 and Scenic Avenue
County: Greene
Job No.: J8P3067C

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 360/Scenic Avenue, Greene County, Job No. J8P3067C shall consist of bridge rehabilitation on Bridge No. A4140 over James River Freeway in Springfield.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at the intersection of Scenic Avenue and Chesterfield Boulevard, a point approximately 845 feet north of Bridge No. A4140 on Scenic Avenue crossing James River Freeway, run in a generally southerly direction along Scenic Avenue to the point where Greene County Maintenance begins,

and beginning at the intersection of Scenic Avenue and the entrance to Jeffries Elementary School, a point approximately 700 feet south of Bridge No. A4140, run in a generally northerly direction along Scenic Avenue to the point where Greene County Maintenance begins. Length of improvement in city is approximately 575 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties'

responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8P3067C.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: No acquisition of additional right-of-way is anticipated in connection with Job No. J8P3067C or contemplated by this Agreement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy

Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(D) The City shall inspect and maintain the sidewalks within City owned right-of-way constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of

this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the

City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by

written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Public Works Director is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Dan Smith, Director of Public Works
840 Boonville Avenue
3rd Floor
Springfield, Missouri 65802
417-864-1006
- (B) To the Commission:
Steve Campbell, District Engineer
Missouri Department of Transportation, Southwest District
3025 East Kearney Street
Springfield, Missouri 65803
471-895-7605

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the

parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

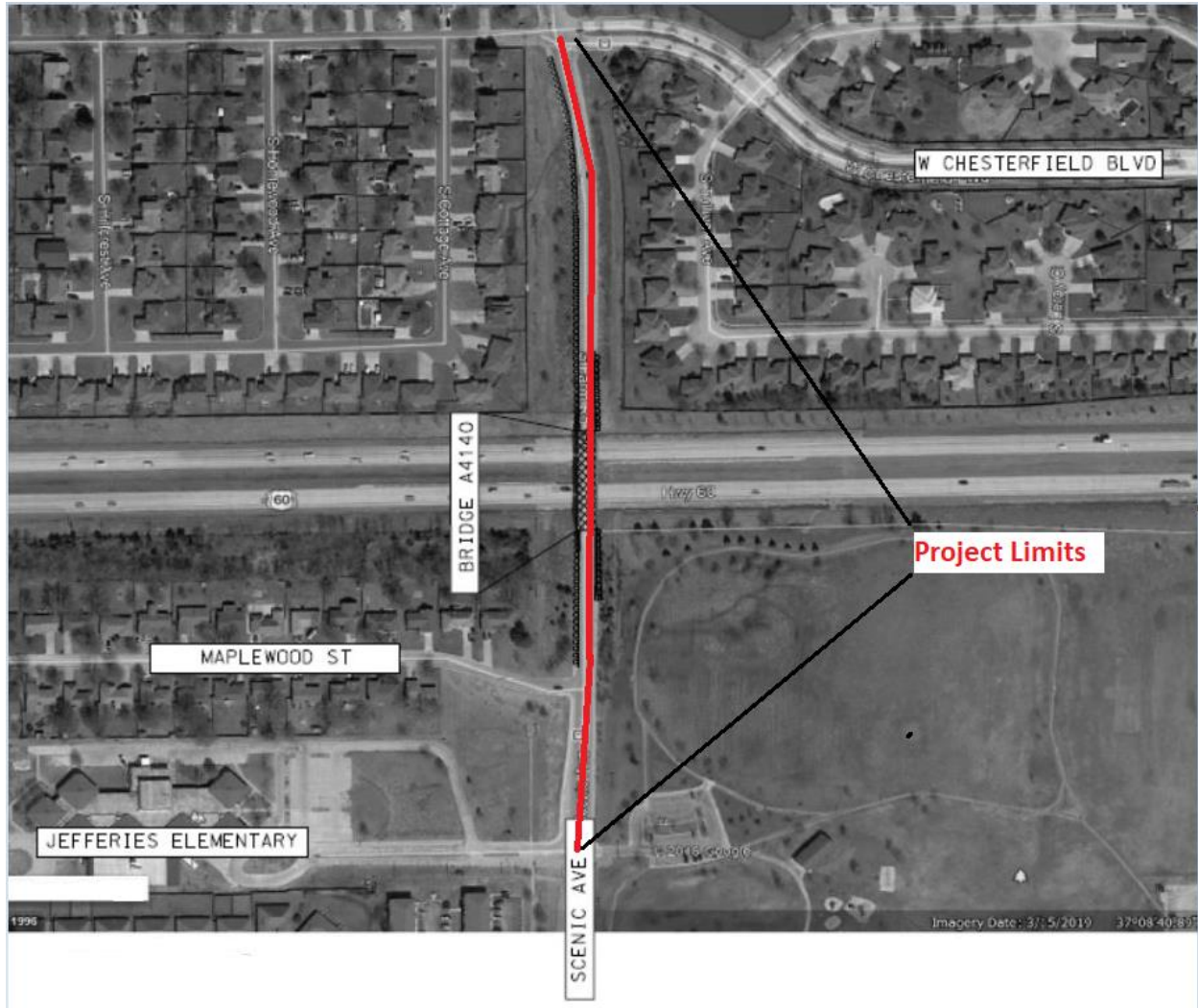
Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT A



Greene County
Job No. J8P3067C
Bridge Rehabilitation on Bridge No. A4140
Scenic Avenue over James River Freeway