



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 21, 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.** October 7, 2019 City Council Meeting And October 8, 2019 Special City Council Meeting.
3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE.** Citizens Have Spoken. May Be Voted On.
7. **Council Bill 2019-104. (Schilling, Hosmer, Ollis, And Simpson) Public Hearing Taked On April 22, 2019 City Council Meeting Tabled At The June 17, 2019 City Council Meeting To The October 21, 2019 City Council Meeting. Originally Tabled At The May 6, 2019 City Council Meeting To The June 17, 2019 City Council**

Meeting. Was Referred To The Committee Of The Whole For Recommendation.

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

Documents:

[2019-104.PDF](#)

8. Council Bill 2019-104. Substitute No. 1. (McClure) Public Hearing Taken On April 22, 2019 City Council Meeting Tabled At The June 17, 2019 City Council Meeting To The October 21, 2019 City Council Meeting. Originally Tabled At The May 6, 2019 City Council Meeting To The June 17, 2019 City Council Meeting. Was Referred To The Committee Of The Whole For Recommendation.

A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments.

Documents:

[2019-104S1.PDF](#)

9. 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:

[2019-228.PDF](#)

10. 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](#)

11. 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](#)

12. 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](#)

13. 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](#)

14. 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](#)

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

16. Council Bill 2019-236. (McClure)

A resolution extending the term of the Sexual Assault Task force until November 30, 2019.

Documents:

[2019-236.PDF](#)

17. Council Bill 2019-237. (Simpson)

A resolution accepting Staff's recommendations regarding the Galloway Redevelopment Area and directing staff to utilize said recommendations when evaluating proposed development in the policy area. (Staff recommends support.)

Documents:

[2019-237.PDF](#)

18. **EMERGENCY BILLS.**

19. **PUBLIC IMPROVEMENTS.**

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

21. **Council Bill 2019-238. (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept funding from the United States Department of Justice, Office on Violence Against Women in the amount of \$500,000.00 for the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant; amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2019-2020 in the amount of \$500,000.00; and declaring that this Ordinance qualifies for approval after one reading.

Documents:

[2019-238.PDF](#)

22. **AMENDED BILLS.**

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

24. **Council Bill 2019-239. (Schilling)**

A special ordinance approving a Redevelopment Plan submitted by the STL 505 Redevelopment Corporation for the redevelopment of an area generally located at 501 through 517 East Saint Louis Street; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (Staff recommends approval.)

Documents:

[2019-239.PDF](#)

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

26. **Council Bill 2019-240. (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Traffic Technology Services, Inc., for the purpose of sharing the City's real time traffic management data to provide traffic signal information to vehicle manufacturers for "Connected Vehicle" applications.

Documents:

[2019-240.PDF](#)

27. **Council Bill 2019-241. (McGull)**

A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into revised intergovernmental cooperative agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization to complete the second flight project authorized in contract 2017-1804 with Pictometry International Corporation for the cooperative purchase of oblique and orthogonal imagery to be used with each entity's Geographic Information System; and amending the budget for the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$293,788.43 for contributions from the City's partners based on the revised intergovernmental cooperative agreements.

Documents:

[2019-241.PDF](#)

28. Council Bill 2019-242. (Hosmer)

A special ordinance authorizing the City Manager, to enter into an Intergovernmental Agreement with the Federal Bureau of Investigation for the Springfield Police Department to participate in the Career Criminal Task Force; and amending the budget of the Police Department for Fiscal Year 2019-2020 in the amount of \$74,596.00.

Documents:

[2019-242.PDF](#)

29. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.

Ms. Marcy Bunch wishes to address City Council.

30. NEW BUSINESS.

31. UNFINISHED BUSINESS.

32. MISCELLANEOUS.

33. CONSENT AGENDA – FIRST READING BILLS.

34. CONSENT AGENDA – ONE READING BILLS.

35. CONSENT AGENDA – SECOND READING BILLS.

36. END OF CONSENT AGENDA.

37. 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. Hmgs. _____
Pgs. 12
Filed: 04-16-19

Schilling, Hosmer,
Sponsored by: Ollis, and Simpson

First Reading _____

Second Reading _____

COUNCIL BILL 2019-104

GENERAL ORDINANCE _____

AN ORDINANCE

ADOPTING Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

WHEREAS, City Council concludes that the lending and marketing practices of Short-Term Loan Establishments, as defined herein, result in serious financial hardships to some of its citizens, particularly its elderly and low-income citizens, from which they cannot readily extract themselves; can perpetuate poverty; and can increase dependency upon public financial assistance, housing, health care, and social services; and

WHEREAS, City Council finds that the short-term loan industry targets low-income citizens, who are most likely to suffer financial hardship as a result of the lending practices and small loan products offered by Short-Term Loan Establishments; and

WHEREAS, City Council recognizes that the State of Missouri regulates Short-Term Loan Establishments in certain regards but further recognizes that those State regulations do not meet the level of protections for consumers common in adjacent states, nor do they adequately protect the City's citizens from certain lending and marketing practices of Short-Term Loan Establishments; and

WHEREAS, the City has the authority to further regulate Short-Term Loan Establishments in the manner described below; and

WHEREAS, City Council finds that regulation of Short-Term Loan Establishments is necessary for the promotion and protection of the public health, safety, and welfare of its citizens, and the public good of maintaining a viable tax base to fund essential services.

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

35
36 NOTE: Language to be added is underlined.

37
38 Section 1 – Chapter 70, ‘Licenses, Permits and Miscellaneous Business
39 Regulations,’ Article XVIII, ‘Short-Term Loan Establishments,’ is hereby adopted as
40 follows:

41
42 Sec. 70-725. – Title.

43
44 This Article shall be known as the ‘Short-Term Lending Code.’

45
46 Sec. 70-726. – Findings and intent of article.

47
48 City Council finds and declares the following:

49
50 (a) That the lending and marketing practices of Short-Term Loan
51 Establishments, as defined herein, results in serious financial
52 hardships to its citizens, particularly its elderly and low-income
53 citizens, from which they cannot readily extract themselves; can
54 perpetuate poverty; and can increase the dependency upon public
55 financial assistance, housing, health care and social services; and

56
57 (b) That the patterns of its proliferation demonstrate that the industry
58 targets low-income citizens most likely to suffer financial hardship
59 as a result of the lending practices and small-loan products offered
60 by Short-Term Loan Establishments; and

61
62 (c) That regulation of Short-Term Loan Establishments is necessary for
63 the promotion and protection of: the public health, safety, and
64 welfare of the City’s citizens; and the public good of maintaining a
65 viable tax base to fund essential services.

66
67 Sec. 70-727. – Definitions.

68
69 The following words, when used in the Short-Term Lending Code, shall
70 have the meanings ascribed to them in this section, except where the context
71 clearly indicates a different meaning:

72
73 Director means the Director of the Department of Finance of the City or a
74 person designated by the Director of the Department of Finance.

75
76 Permittee means any individual, firm, association, corporation,
77 partnership, association or organization holding a permit issued by the Director
78 pursuant to the Short-Term Lending Code to operate a Short-Term Loan

79 Establishment.

80
81 Premises means the bounds of the facility where a Short-Term Loan
82 Establishment conducts business and includes parking lots and other adjacent
83 private property occupied by or used in connection with the business.

84
85 Short-Term Loan Establishment means an establishment which: (a)
86 engages in the business of providing money to customers on a temporary basis,
87 wherein such loans are secured by post-dated check, paycheck, or car title, or
88 (b) is registered as a lender under state or federal law. This classification does
89 not include a state or federally chartered bank, savings and loan association,
90 credit union, or mortgage broker or originator. This classification does not include
91 nonprofit organizations exempt from taxes under Section 501(c)(3) of the Internal
92 Revenue Code of 1986 as amended, nor does it include organizations certified
93 as Community Development Financial Institutions by the U.S. Treasury. Further,
94 this classification does not include the businesses of licensed pawnbrokers or
95 establishments selling consumer goods, including consumables, where the loans
96 or the cashing of checks or money orders are incidental to the main purpose of
97 the business. This classification does include, but is not limited to, check cashing
98 stores, payday loan stores, and car title loan businesses.

99
100 Sec. 70-728. – Applicability of other regulations; conflicting provisions.

- 101
102 (a) In the event of a conflict between the provisions of the Short-Term
103 Lending Code and other ordinances or other parts of the Springfield
104 City Code, the provisions of the Short-Term Lending Code shall
105 control.
- 106
107 (b) The permit and fees required by the Short-Term Lending Code
108 shall be in addition to any other licenses, permits, and fees required
109 by the Springfield City Code.
- 110
111 (c) The permit fees required by the Short-Term Lending Code are
112 intended to defray the costs of investigating and processing the
113 applications for the permits, of any enforcement efforts required by
114 the Short-Term Lending Code, and costs to the public for the
115 economic damage associated with short-term loans.

116
117 Sec. 70-729. – Permit required.

118
119 Within sixty (60) days of the effective date of this Ordinance, it shall be
120 unlawful for any individual, firm, association, corporation, partnership, or
121 organization:

- 122
123 (a) To operate or maintain a Short-Term Loan Establishment in the
124 City unless the owner, operator, or lessee thereof has applied for

125 and obtained a Short-Term Loan Establishment permit from the
126 City; or

- 127
128 (b) To operate such business after such permit has expired or has
129 been revoked by the City.

130
131 A permit shall be required for each location at which a Short-Term Loan
132 Establishment operates in the City; even a location within another business
133 operation. A permit shall be valid for a period of time of one calendar year (or the
134 remaining portion of a calendar year) and must be renewed annually. This permit
135 shall be in addition to any other permit or license required by other local, state, or
136 federal government. No permit shall be issued for any business seeking to
137 operate at a location prohibited by any applicable local, state, or federal law,
138 statute, ordinance, rule or regulation; provided, however, that a business lawfully
139 in existence on the date of adoption of the Short-Term Lending Code is eligible to
140 apply for and receive a permit so long as such business is otherwise compliant
141 with all laws .

142
143 Sec. 70-730. – Permit duration; renewal; fees.

- 144
145 (a) Permits for the operation of a Short-Term Loan Establishment shall
146 be annual permits which expire on December 31 of each year.
147 Each permit shall include the name of the permit holder and
148 address of the premises. Permits in good standing on the date of
149 their expiration shall be eligible for renewal. The application for a
150 permit shall be accompanied by payment in full of the fee stated in
151 this section, by cash, certified or cashier's check, or money order.
152 No application shall be considered complete until the fee is paid.
153 The fee shall not be refunded under any circumstances.

- 154
155 (b) The fee for each permit shall be as follows:

- 156
157 (1) Short-Term Loan Establishment permit: \$5,000 per year, or
158 \$2,500 if less than six (6) months remain in the calendar
159 year on the date a permit is issued.

- 160
161
162 (c) No fees will be effective until approved by a simple majority of the
163 City's electors.

164
165 Sec. 70-731. – Compliance with Code.

166
167 Any violation of the Building Code, Fire Prevention Code, or the Zoning
168 Ordinance shall be a basis to deny, revoke, or not renew a Short-Term Loan
169 Establishment permit.

171 Sec. 70-732. – Authority to prescribe additional regulations.

172
173 The Director shall have the power to promulgate regulations as may be
174 necessary and feasible for carrying out of the intent of the Short-Term Lending
175 Code and the duties of the Director under the Short-Term Lending Code which
176 are not inconsistent with the provisions of such Code.

177
178 Sec. 70-733. – Penalty for violation of Short-Term Lending Code.

179
180 It shall be unlawful for any person to violate any of the provisions of the
181 Short-Term Lending Code. Upon conviction thereof, such person shall be fined
182 not less than \$100 and not more than \$500 or be punished by imprisonment in
183 jail for a period not exceeding 180 days or be punished by both such fine and
184 imprisonment. Each day's violation of, or failure, refusal, or neglect to comply
185 with any provision of the Short-Term Lending Code shall constitute a separate
186 and distinct offense. The penalties provided in this section are in addition to, and
187 are separate from, any administrative actions by the Director to revoke or deny
188 renewal of a permit issued under the Short-Term Lending Code.

189
190
191 Sec.70-734. – Judicial review of orders of Director; stay of enforcement of orders.

192
193 Following the entry of an order by the Director revoking a permit or
194 denying a new or renewal application for a permit, such permittee or applicant
195 may seek judicial review in a manner provided by law. The director shall stay
196 enforcement of such order for a period of time not to exceed 30 days from the
197 Director's decision or, if a petition for judicial review is filed, final disposition of the
198 judicial review.

199
200 Sec. 70-735. – Contents of application.

201
202 Any person desiring to operate a Short-Term Loan Establishment shall
203 make written application for a Short-Term Loan Establishment permit or the
204 renewal thereof to the Director or the Director's designee. The application shall
205 be signed by the applicant or an authorized signator of the applicant and
206 notarized. All applications shall be submitted on a form supplied by the Director
207 and shall set forth at least the following:

208
209 (a) The name, residence address, electronic mail address, home and
210 cellular telephone number, and date and place of birth of the
211 applicant or authorized signator;

212
213 (b) The business name, street address of the business premises,
214 electronic mail address of the business, and telephone number of
215 the business;
216

217 (c) The names, residence addresses, residence and cellular telephone
218 numbers, and dates and places of birth of the following:

219
220 (1) All partners, if the applicant is a partnership;

221
222 (2) All members, if the applicant is a limited liability company;

223
224 (3) All corporate officers and Directors and all shareholders with
225 greater than a 10 percent (10%) interest in the corporation, if
226 the applicant is a corporation; and

227
228 (4) All persons having an ownership interest in any other type of
229 business entity or association.

230
231 (d) Whether or not the applicant and/or authorized signator has been
232 convicted of violating any provision of the Short-Term Lending
233 Code; has been convicted of a felony, misdemeanor, infraction or
234 ordinance violation involving moral turpitude, a breach of a fiduciary
235 obligation, or crimes of physical violence or against property; or has
236 ever had a permit issued under the Short-Term Lending Code
237 revoked and, if so, the reason therefore;

238
239 (e) If the applicant is a Missouri corporation, a certificate of good
240 standing issued by the Missouri secretary of state not more than 30
241 days prior to the submittal of the application or, if a foreign
242 corporation, a certificate of authority to do business issued by the
243 Missouri secretary of state not more than 30 days prior to the
244 submittal of the application; and

245
246 (f) Such further information as the Director may reasonably require.

247
248 Sec. 70-736. – Criteria for issuance of permit.

249
250 The Director shall investigate the application for a Short-Term Loan
251 Establishment permit and shall issue the permit authorized by the Short-Term
252 Lending Code if the Director finds that each of the following conditions is met
253 without exception:

254
255 (a) Applicant is current in the payment of all taxes, fees, and other
256 amounts due to the City on any account, for any purpose;

257
258 (b) The application appears to be truthful, complete, and accurate;

259
260 (c) The application is accompanied by the required fee;
261

(d) The location of the premises meets all applicable spacing, distance and location requirements of applicable zoning ordinances, or the Establishment was lawfully in existence on the date of adoption of the Short-Term Lending Code and was authorized to be in non-conformance;

(e) The premises meet all other applicable health, safety, zoning, property maintenance, building and fire codes, and comply with all ordinances of the City;

(f) Applicant has provided the Director with a designated agent for service who can regularly be contacted in the City during normal business hours;

The Director or a designee is authorized to make inspections of the Short-Term Loan Establishment's premises at reasonable times and hours of any day for purposes of determining whether such Short-Term Loan Establishment fully complies with the provisions of the Short-Term Lending Code.

Sec. 70-737. – Approval or disapproval of application and hearing.

(a) The application for a Short-Term Loan Establishment permit, or the renewal thereof, authorized under the Short-Term Lending Code shall be approved or disapproved within 30 days from the date of the Director's determination that the application is complete, unless the applicant agrees in writing to an extension of that time period. If a permit application is disapproved, the Director shall notify the applicant by registered or certified mail to the business address stated in the applicant's application and shall state the basis for such disapproval.

(b) If within ten (10) days after the Director mails notice to an applicant that the application has been disapproved, the applicant files with the Director a written request for a hearing before the Director on whether the applicant has satisfied the criteria set forth in this Section 70-736 of the Short-Term Lending Code; then, the Director shall within five days of receipt of a timely request, mail a notice of hearing to the applicant, which shall include the date, time and place for the hearing before the Director. The date for the hearing shall not be less than 10 days, nor more than 40 days, following receipt by the Director of the request for a hearing by applicant under this section, unless the aggrieved party requesting the hearing agrees to extent the time for the hearing or except for good cause shown.

307 Sec. 70-738. – Display of permit.

308
309 Every individual, firm, corporation, partnership, organization, or
310 association holding a permit under the Short-Term Lending Code as a Short-
311 Term Loan Establishment shall post its permit in a conspicuous place and
312 manner on the premises.

313
314 Sec. 70-739. – Compliance with the Short-Term Lending Code and other
315 regulations.

316
317 It shall be the duty of a permittee to comply with all the provisions of the
318 Short-Term Lending Code and with all regulations issued by the Director
319 pertaining to Short-Term Loan Establishments. Failure to comply with the Short-
320 Term Lending Code or regulations after written notification of noncompliance has
321 been delivered to the permittee by the City is a permissible basis for revocation
322 or nonrenewal of the permit.

323
324 Sec. 70-740. – Notice on premises required.

325
326 (a) It shall be the affirmative duty of each permittee to post a notice
327 printed in not less than 24-point bold type within 3 feet of each
328 location within the premises at which a customer, borrower, or other
329 member of the general public is invited or directed to stand or sit to
330 either apply for a loan, to answer or ask questions, to review or sign
331 transaction documents, or receive loan proceeds, to make
332 payments or to inquire about, or apply for, the renewal or the rolling
333 over of a loan, which sets out the following information:

334
335 (1) The word “NOTICE” in bold capital letters;

336
337 (2) That this establishment is a short-term loan establishment
338 and is not a federally chartered bank, savings and loan
339 association, or credit union;

340
341 (3) The interest rates and fees charged;

342
343 (4) The annual percentage rate equivalent of the aggregate of
344 those interest rates and fees charged per \$100.00
345 borrowed;

346
347 (5) A computation of the amounts that would be paid on an
348 original loan renewed or rolled-over after the expiration of
349 its original term without any payment of either principal or
350 interest each time, up to six times;
351

352 (6) A warning that default may result in loss of property used as
353 security for the loan and garnishment of wages and
354 checking and savings accounts; and

356 (7) Notice and clear explanation of any state or federal rights to
357 rescind the loan agreement.

358
359 (b) Failure to comply with the requirement of this section and all other
360 requirements of the Short-Term Lending Code is unlawful.

361
362 Sec. 70-741. – Referral to Alternative Financial Assistance

363
364 It shall be the affirmative duty of each permittee to provide to all interested
365 customers and patrons a guide regarding alternatives to short-term loans which
366 has been pre-approved by the City. Should such guide be supplemented or
367 revised, permittee shall distribute the then-current guide approved by the City for
368 distribution.

369
370 Sec.70-742. – Revocation or denial.

371
372 (a) Any permit issued under the provisions of the Short-Term Lending
373 Code may be revoked or any permit may be denied by the Director,
374 after due notice and affording an opportunity for a hearing, for any
375 violation of the provisions of the Short-Term Lending Code and as
376 otherwise provided in the Springfield City Code, including without
377 limitation, Section 70-51.

378
379 (b) Procedures. The procedure for and conduct of hearings under this
380 section shall be as set forth in Section 70-51.

381
382 Sec.70-743. – Renewal of permit.

383
384 (a) All Short-Term Loan Establishment permits shall expire on
385 December 31 of each calendar year. Renewal applications for such
386 permits shall be submitted between October 1 and November 30 of
387 each calendar year, accompanied by payment in full of the fee
388 stated in the Short-Term Lending Code, by cash, certified or
389 cashier's check, or money order, and no application shall be
390 considered complete until the fee is paid. The fee shall not be
391 refunded under any circumstances. A Short-Term Loan
392 Establishment permit issued under the Short-Term Lending Code
393 may be renewed if an application in the form provided by the
394 Director has been filed with the application fee with the Director and
395 if the applicant is in compliance with the requirements of the Short-
396 Term Lending Code for an original permit including but not limited

397 to Section 70-736 of the Short-Term Lending Code.

398
399 (b) Upon timely application therefore, and subject to meeting the
400 requirements in the Short-Term Lending Code for a new permit, a
401 Short-Term Loan Establishment permit may be renewed by
402 issuance of a new permit in the manner provided in the Short-Term
403 Lending Code unless the Director disapproves the renewal
404 application in the manner provided by Section 70-737 of the Short-
405 Term Lending Code.

406
407 (c) If the application for renewal of a permit is not made during the time
408 provided in subsection (a) of this section, the permit shall expire
409 and the permittee shall cease all activities regulated by the Short-
410 Term Lending Code and the permittee shall file a new application
411 and meet all requirements of the Short-Term Lending Code before
412 engaging in the business or occupations regulated under the short
413 Term Lending Code. In addition, an application for renewal filed
414 after the expiration date shall be treated as a new application.

415
416 Section 2 – Savings clause. Nothing in this Ordinance shall be construed to
417 affect any suit or proceeding now pending in any court or any rights acquired, or liability
418 incurred nor any cause of causes of action occurred or existing, under any act or
419 ordinance repealed hereby.

420
421 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
422 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
423 affect the validity of the remaining portions of this Ordinance. City Council hereby
424 declares that it would have adopted the Ordinance and each section, subsection,
425 sentence, clause or phrase thereof, irrespective of the fact that any one or more
426 sections, subsections, sentences, clauses, or phrases be declared invalid.

427
428 Section 4 – This Ordinance shall be in full force and effect from and after
429 passage except that the fee provision shall not be in full force and effect until 60 days
430 after the voters of the City of Springfield pass a ballot measure that authorizes the fee
431 for the Short-Term Loan Establishment permit described in this Ordinance.

432
433 Passed at meeting: _____

434
435 _____
436 Mayor

437
438 Attest: _____, City Clerk

439
440 Filed as Ordinance: _____

443 Approved as to form: Rhonda Lewsader, City Attorney

444

445

446 Approved for Council action: Juan A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2019-104

FILED: 04-16-19

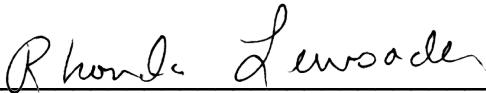
ORIGINATING DEPARTMENT: Law

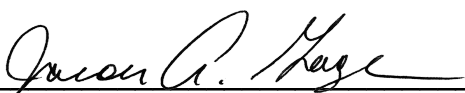
PURPOSE: Adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

BACKGROUND INFORMATION: The Finance and Administration Committee considered the issue of regulating short-term loan establishments. The Committee heard testimony regarding short-term loan establishments and their impact on low-income citizens and requested that staff draft an ordinance similar to the St. Louis ordinance regulating short-term loan establishments which was then modified pursuant to Committee input. This Ordinance establishes regulations for short-term loan establishments including an annual permit, a permit fee, compliance with City Code, and a notice regarding loan information on the establishment's premises. The permit fee will not go into effect unless a ballot measure approving the fee is passed by the public.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 04-16-19

Sponsored by: McClure

First Reading _____
SUBSTITUTE
COUNCIL BILL 2019-104

Second Reading _____
GENERAL ORDINANCE _____

AN ORDINANCE

1 ADOPTING Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous
2 Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to
3 establish regulations for short-term loan establishments.
4 _____
5

6 WHEREAS, City Council concludes that the lending and marketing practices of
7 Short-Term Loan Establishments, as defined herein, result in serious financial hardships
8 to some of its citizens, particularly its elderly and low-income citizens, from which they
9 cannot readily extract themselves; can perpetuate poverty; and can increase
10 dependency upon public financial assistance, housing, health care, and social services;
11 and
12

13 WHEREAS, City Council finds that the short-term loan industry targets low-
14 income citizens, who are most likely to suffer financial hardship as a result of the
15 lending practices and small loan products offered by Short-Term Loan Establishments;
16 and
17

18 WHEREAS, City Council recognizes that the State of Missouri regulates Short-
19 Term Loan Establishments in certain regards but further recognizes that those State
20 regulations do not meet the level of protections for consumers common in adjacent
21 states, nor do they adequately protect the City's citizens from certain lending and
22 marketing practices of Short-Term Loan Establishments; and
23

24 WHEREAS, the City has the authority to further regulate Short-Term Loan
25 Establishments in the manner described below; and
26

27 WHEREAS, City Council finds that regulation of Short-Term Loan Establishments
28 is necessary for the promotion and protection of the public health, safety, and welfare of
29 its citizens, and the public good of maintaining a viable tax base to fund essential
30 services.
31

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

NOTE: Language to be added is underlined.

Section 1 – Chapter 70, ‘Licenses, Permits and Miscellaneous Business Regulations,’ Article XVIII, ‘Short-Term Loan Establishments,’ is hereby adopted as follows:

Sec. 70-725. – Title.

This Article shall be known as the ‘Short-Term Lending Code.’

Sec. 70-726. – Findings and intent of article.

City Council finds and declares the following:

(a) That the lending and marketing practices of Short-Term Loan Establishments, as defined herein, results in serious financial hardships to its citizens, particularly its elderly and low-income citizens, from which they cannot readily extract themselves; can perpetuate poverty; and can increase the dependency upon public financial assistance, housing, health care and social services; and

(b) That the patterns of its proliferation demonstrate that the industry targets low-income citizens most likely to suffer financial hardship as a result of the lending practices and small-loan products offered by Short-Term Loan Establishments; and

(c) That regulation of Short-Term Loan Establishments is necessary for the promotion and protection of: the public health, safety, and welfare of the City’s citizens; and the public good of maintaining a viable tax base to fund essential services.

Sec. 70-727. – Definitions.

The following words, when used in the Short-Term Lending Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Director means the Director of the Department of Finance of the City or a person designated by the Director of the Department of Finance.

Permittee means any individual, firm, association, corporation, partnership, association or organization holding a permit issued by the Director pursuant to the Short-Term Lending Code to operate a Short-Term Loan Establishment.

80 Premises means the bounds of the facility where a Short-Term Loan
81 Establishment conducts business and includes parking lots and other adjacent
82 private property occupied by or used in connection with the business.
83

84 Short-Term Loan Establishment means an establishment which: (a)
85 engages in the business of providing money to customers on a temporary basis,
86 wherein such loans are secured by post-dated check, paycheck, or car title, or
87 (b) is registered as a lender under state or federal law. This classification does
88 not include a state or federally chartered bank, savings and loan association,
89 credit union, or mortgage broker or originator. This classification does not include
90 nonprofit organizations exempt from taxes under Section 501(c)(3) of the Internal
91 Revenue Code of 1986 as amended, nor does it include organizations certified
92 as Community Development Financial Institutions by the U.S. Treasury. Further,
93 this classification does not include the businesses of licensed pawnbrokers or
94 establishments selling consumer goods, including consumables, where the loans
95 or the cashing of checks or money orders are incidental to the main purpose of
96 the business. This classification does include, but is not limited to, check cashing
97 stores, payday loan stores, and car title loan businesses.
98

99 Sec. 70-728. – Applicability of other regulations; conflicting provisions.
100

101 (a) In the event of a conflict between the provisions of the Short-Term
102 Lending Code and other ordinances or other parts of the Springfield
103 City Code, the provisions of the Short-Term Lending Code shall
104 control.
105

106 (b) The permit required by the Short-Term Lending Code shall be in
107 addition to any other licenses and permits required by the
108 Springfield City Code.
109

110 Sec. 70-729. – Permit required.
111

112 Within sixty (60) days of the effective date of this Ordinance, it shall be
113 unlawful for any individual, firm, association, corporation, partnership, or
114 organization:
115

116 (a) To operate or maintain a Short-Term Loan Establishment in the
117 City unless the owner, operator, or lessee thereof has applied for
118 and obtained a Short-Term Loan Establishment permit from the
119 City; or
120

121 (b) To operate such business after such permit has expired or has
122 been revoked by the City.
123

124 A permit shall be required for each location at which a Short-Term Loan
125 Establishment operates in the City; even a location within another business

operation. A permit shall be valid for a period of time of one calendar year (or the remaining portion of a calendar year) and must be renewed annually. This permit shall be in addition to any other permit or license required by other local, state, or federal government. No permit shall be issued for any business seeking to operate at a location prohibited by any applicable local, state, or federal law, statute, ordinance, rule or regulation; provided, however, that a business lawfully in existence on the date of adoption of the Short-Term Lending Code is eligible to apply for and receive a permit so long as such business is otherwise compliant with all laws .

Sec. 70-730. – Permit duration; renewal.

Permits for the operation of a Short-Term Loan Establishment shall be annual permits which expire on December 31 of each year. Each permit shall include the name of the permit holder and address of the premises. Permits in good standing on the date of their expiration shall be eligible for renewal.

Sec. 70-731. – Compliance with Code.

Any violation of the Building Code, Fire Prevention Code, or the Zoning Ordinance shall be a basis to deny, revoke, or not renew a Short-Term Loan Establishment permit.

Sec. 70-732. – Authority to prescribe additional regulations.

The Director shall have the power to promulgate regulations as may be necessary and feasible for carrying out of the intent of the Short-Term Lending Code and the duties of the Director under the Short-Term Lending Code which are not inconsistent with the provisions of such Code.

Sec. 70-733. – Penalty for violation of Short-Term Lending Code.

It shall be unlawful for any person to violate any of the provisions of the Short-Term Lending Code. Upon conviction thereof, such person shall be fined not less than \$100 and not more than \$500 or be punished by imprisonment in jail for a period not exceeding 180 days or be punished by both such fine and imprisonment. Each day's violation of, or failure, refusal, or neglect to comply with any provision of the Short-Term Lending Code shall constitute a separate and distinct offense. The penalties provided in this section are in addition to, and are separate from, any administrative actions by the Director to revoke or deny renewal of a permit issued under the Short-Term Lending Code.

Sec.70-734. – Judicial review of orders of Director; stay of enforcement of orders.

171 Following the entry of an order by the Director revoking a permit or
172 denying a new or renewal application for a permit, such permittee or applicant
173 may seek judicial review in a manner provided by law. The director shall stay
174 enforcement of such order for a period of time not to exceed 30 days from the
175 Director's decision or, if a petition for judicial review is filed, final disposition of the
176 judicial review.

177
178 Sec. 70-735. – Contents of application.
179

180 Any person desiring to operate a Short-Term Loan Establishment shall
181 make written application for a Short-Term Loan Establishment permit or the
182 renewal thereof to the Director or the Director's designee. The application shall
183 be signed by the applicant or an authorized signator of the applicant and
184 notarized. All applications shall be submitted on a form supplied by the Director
185 and shall set forth at least the following:
186

- 187 (a) The name, residence address, electronic mail address, home and
188 cellular telephone number, and date and place of birth of the
189 applicant or authorized signator;
190
191 (b) The business name, street address of the business premises,
192 electronic mail address of the business, and telephone number of
193 the business;
194
195 (c) The names, residence addresses, residence and cellular telephone
196 numbers, and dates and places of birth of the following:
197
198 (1) All partners, if the applicant is a partnership;
199
200 (2) All members, if the applicant is a limited liability company;
201
202 (3) All corporate officers and Directors and all shareholders with
203 greater than a 10 percent (10%) interest in the corporation, if
204 the applicant is a corporation; and
205
206 (4) All persons having an ownership interest in any other type of
207 business entity or association.
208
209 (d) Whether or not the applicant and/or authorized signator has been
210 convicted of violating any provision of the Short-Term Lending
211 Code; has been convicted of a felony, misdemeanor, infraction or
212 ordinance violation involving moral turpitude, a breach of a fiduciary
213 obligation, or crimes of physical violence or against property; or has
214 ever had a permit issued under the Short-Term Lending Code
215 revoked and, if so, the reason therefore;
216

(e) If the applicant is a Missouri corporation, a certificate of good standing issued by the Missouri secretary of state not more than 30 days prior to the submittal of the application or, if a foreign corporation, a certificate of authority to do business issued by the Missouri secretary of state not more than 30 days prior to the submittal of the application; and

(f) Such further information as the Director may reasonably require.

Sec. 70-736. – Criteria for issuance of permit.

The Director shall investigate the application for a Short-Term Loan Establishment permit and shall issue the permit authorized by the Short-Term Lending Code if the Director finds that each of the following conditions is met without exception:

(a) Applicant is current in the payment of all taxes, fees, and other amounts due to the City on any account, for any purpose;

(b) The application appears to be truthful, complete, and accurate;

(c) The location of the premises meets all applicable spacing, distance and location requirements of applicable zoning ordinances, or the Establishment was lawfully in existence on the date of adoption of the Short-Term Lending Code and was authorized to be in non-conformance;

(d) The premises meet all other applicable health, safety, zoning, property maintenance, building and fire codes, and comply with all ordinances of the City;

(e) Applicant has provided the Director with a designated agent for service who can regularly be contacted in the City during normal business hours;

The Director or a designee is authorized to make inspections of the Short-Term Loan Establishment's premises at reasonable times and hours of any day for purposes of determining whether such Short-Term Loan Establishment fully complies with the provisions of the Short-Term Lending Code.

Sec. 70-737. – Approval or disapproval of application and hearing.

(a) The application for a Short-Term Loan Establishment permit, or the renewal thereof, authorized under the Short-Term Lending Code shall be approved or disapproved within 30 days from the date of the Director's determination that the application is complete, unless

the applicant agrees in writing to an extension of that time period. If a permit application is disapproved, the Director shall notify the applicant by registered or certified mail to the business address stated in the applicant's application and shall state the basis for such disapproval.

- (b) If within ten (10) days after the Director mails notice to an applicant that the application has been disapproved, the applicant files with the Director a written request for a hearing before the Director on whether the applicant has satisfied the criteria set forth in this Section 70-736 of the Short-Term Lending Code; then, the Director shall within five days of receipt of a timely request, mail a notice of hearing to the applicant, which shall include the date, time and place for the hearing before the Director. The date for the hearing shall not be less than 10 days, nor more than 40 days, following receipt by the Director of the request for a hearing by applicant under this section, unless the aggrieved party requesting the hearing agrees to extend the time for the hearing or except for good cause shown.

Sec. 70-738. – Display of permit.

Every individual, firm, corporation, partnership, organization, or association holding a permit under the Short-Term Lending Code as a Short-Term Loan Establishment shall post its permit in a conspicuous place and manner on the premises.

Sec. 70-739. – Compliance with the Short-Term Lending Code and other regulations.

It shall be the duty of a permittee to comply with all the provisions of the Short-Term Lending Code and with all regulations issued by the Director pertaining to Short-Term Loan Establishments. Failure to comply with the Short-Term Lending Code or regulations after written notification of noncompliance has been delivered to the permittee by the City is a permissible basis for revocation or nonrenewal of the permit.

Sec. 70-740. – Notice on premises required.

- (a) It shall be the affirmative duty of each permittee to post a notice printed in not less than 24-point bold type within 3 feet of each location within the premises at which a customer, borrower, or other member of the general public is invited or directed to stand or sit to either apply for a loan, to answer or ask questions, to review or sign transaction documents, or receive loan proceeds, to make

308 payments or to inquire about, or apply for, the renewal or the rolling
309 over of a loan, which sets out the following information:

310
311 (1) The word "NOTICE" in bold capital letters;

312
313 (2) That this establishment is a short-term loan establishment
314 and is not a federally chartered bank, savings and loan
315 association, or credit union;

316
317 (3) The interest rates and fees charged;

318
319 (4) The annual percentage rate equivalent of the aggregate of
320 those interest rates and fees charged per \$100.00
321 borrowed;

322
323 (5) A computation of the amounts that would be paid on an
324 original loan renewed or rolled-over after the expiration of
325 its original term without any payment of either principal or
326 interest each time, up to six times;

327
328 (6) A warning that default may result in loss of property used as
329 security for the loan and garnishment of wages and
330 checking and savings accounts; and

331
332 (7) Notice and clear explanation of any state or federal rights to
333 rescind the loan agreement.

334
335 (b) Failure to comply with the requirement of this section and all other
336 requirements of the Short-Term Lending Code is unlawful.

337
338 Sec. 70-741. – Referral to Alternative Financial Assistance

339
340 It shall be the affirmative duty of each permittee to provide to all interested
341 customers and patrons a guide regarding alternatives to short-term loans which
342 has been pre-approved by the City. Should such guide be supplemented or
343 revised, permittee shall distribute the then-current guide approved by the City for
344 distribution.

345
346 Sec.70-742. – Revocation or denial.

347
348 (a) Any permit issued under the provisions of the Short-Term Lending
349 Code may be revoked or any permit may be denied by the Director,
350 after due notice and affording an opportunity for a hearing, for any
351 violation of the provisions of the Short-Term Lending Code and as
352 otherwise provided in the Springfield City Code, including without

353 limitation, Section 70-51.

- 354
- 355 (b) Procedures. The procedure for and conduct of hearings under this
- 356 section shall be as set forth in Section 70-51.
- 357

358 Sec.70-743. – Renewal of permit.

359

- 360 (a) All Short-Term Loan Establishment permits shall expire on
- 361 December 31 of each calendar year. Renewal applications for such
- 362 permits shall be submitted between October 1 and November 30 of
- 363 each calendar year. A Short-Term Loan Establishment permit
- 364 issued under the Short-Term Lending Code may be renewed if an
- 365 application in the form provided by the Director has been filed with
- 366 the Director and if the applicant is in compliance with the
- 367 requirements of the Short-Term Lending Code for an original permit
- 368 including but not limited to Section 70-736 of the Short-Term
- 369 Lending Code.
- 370
- 371 (b) Upon timely application therefore, and subject to meeting the
- 372 requirements in the Short-Term Lending Code for a new permit, a
- 373 Short-Term Loan Establishment permit may be renewed by
- 374 issuance of a new permit in the manner provided in the Short-Term
- 375 Lending Code unless the Director disapproves the renewal
- 376 application in the manner provided by Section 70-737 of the Short-
- 377 Term Lending Code.
- 378
- 379 (c) If the application for renewal of a permit is not made during the time
- 380 provided in subsection (a) of this section, the permit shall expire
- 381 and the permittee shall cease all activities regulated by the Short-
- 382 Term Lending Code and the permittee shall file a new application
- 383 and meet all requirements of the Short-Term Lending Code before
- 384 engaging in the business or occupations regulated under the short
- 385 Term Lending Code. In addition, an application for renewal filed
- 386 after the expiration date shall be treated as a new application.
- 387

388 Section 2 – Savings clause. Nothing in this Ordinance shall be construed to

389 affect any suit or proceeding now pending in any court or any rights acquired, or liability

390 incurred nor any cause of causes of action occurred or existing, under any act or

391 ordinance repealed hereby.

392

393 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or

394 phrase of this Ordinance is for any reason held to be invalid, such decision shall not

395 affect the validity of the remaining portions of this Ordinance. City Council hereby

396 declares that it would have adopted the Ordinance and each section, subsection,

397 sentence, clause or phrase thereof, irrespective of the fact that any one or more

398 sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO SUBSTITUTE COUNCIL BILL 2019-104

FILED: 04-16-19

ORIGINATING DEPARTMENT: Law

PURPOSE: To adopt Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments.

BACKGROUND INFORMATION: The Finance and Administration Committee considered the issue of regulating short-term loan establishments. The Committee heard testimony regarding short-term loan establishments and their impact on low-income citizens and requested that staff draft an ordinance similar to the St. Louis ordinance regulating short-term loan establishments which was then modified pursuant to Committee input. The Finance and Administration Committee voted to recommend to City Council an ordinance establishing regulations for short-term loan establishments including an annual permit, a permit fee, compliance with City Code, and a notice regarding loan information on the establishment's premises. The permit fee would not go into effect unless a ballot measure approving the fee is passed by the public. Mayor McClure requested that staff prepare this substitute version of the ordinance that does not include a permit fee.

Submitted by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

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).

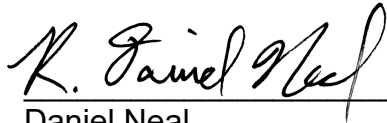
FINDINGS FOR STAFF RECOMMENDATION:

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:

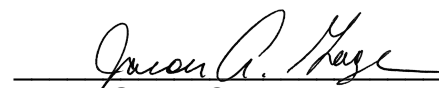

Jason Gage, City Manager

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.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line.

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:

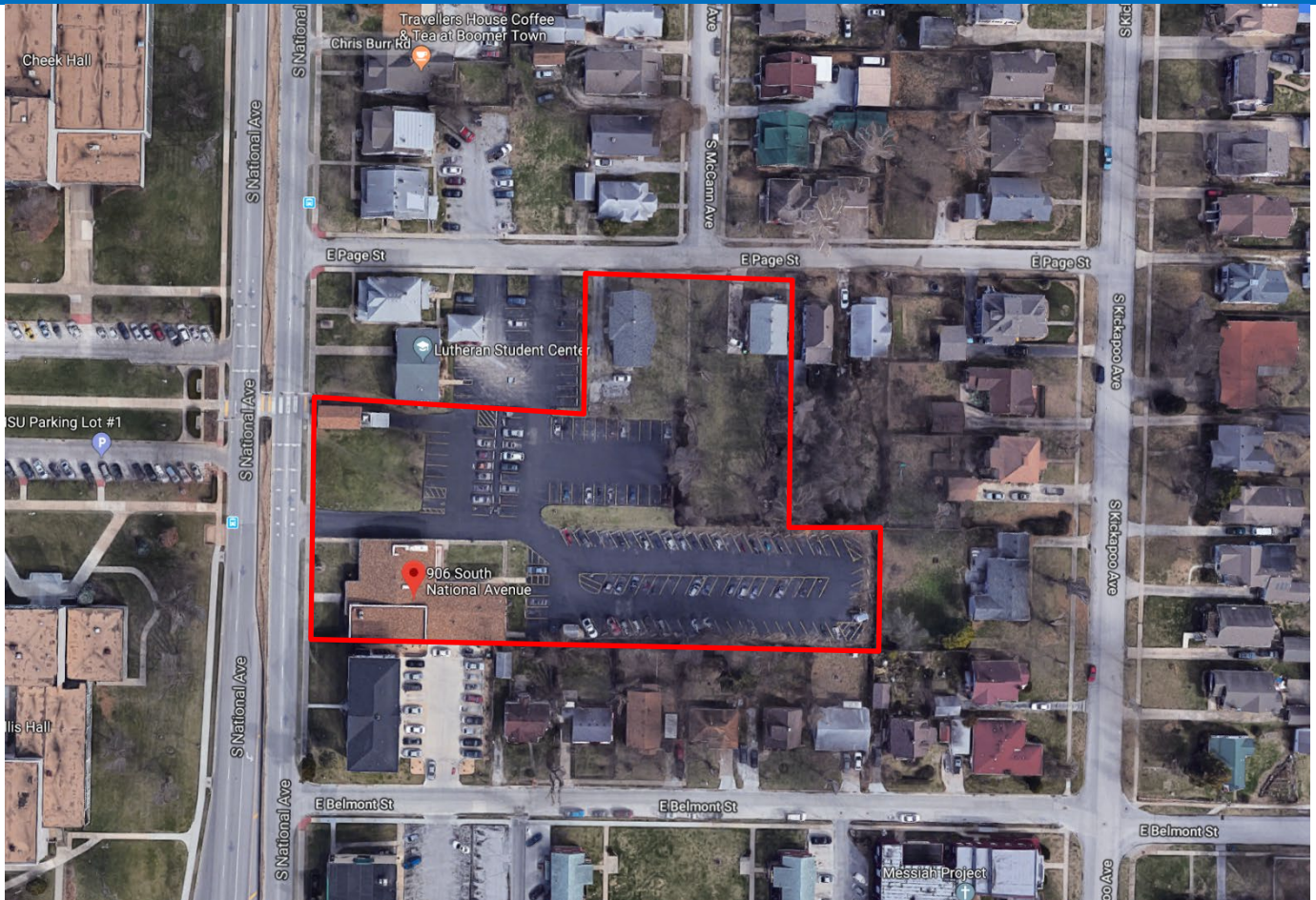
1. The *Growth Management and Land Use Plan*, *Rountree Neighborhood Plan*, and *Rountree Urban Conservation District* support the rezoning of the subject properties.
2. This area is located within the Missouri State University and Vicinity (Major) Activity Center as designated in the *Growth Management 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

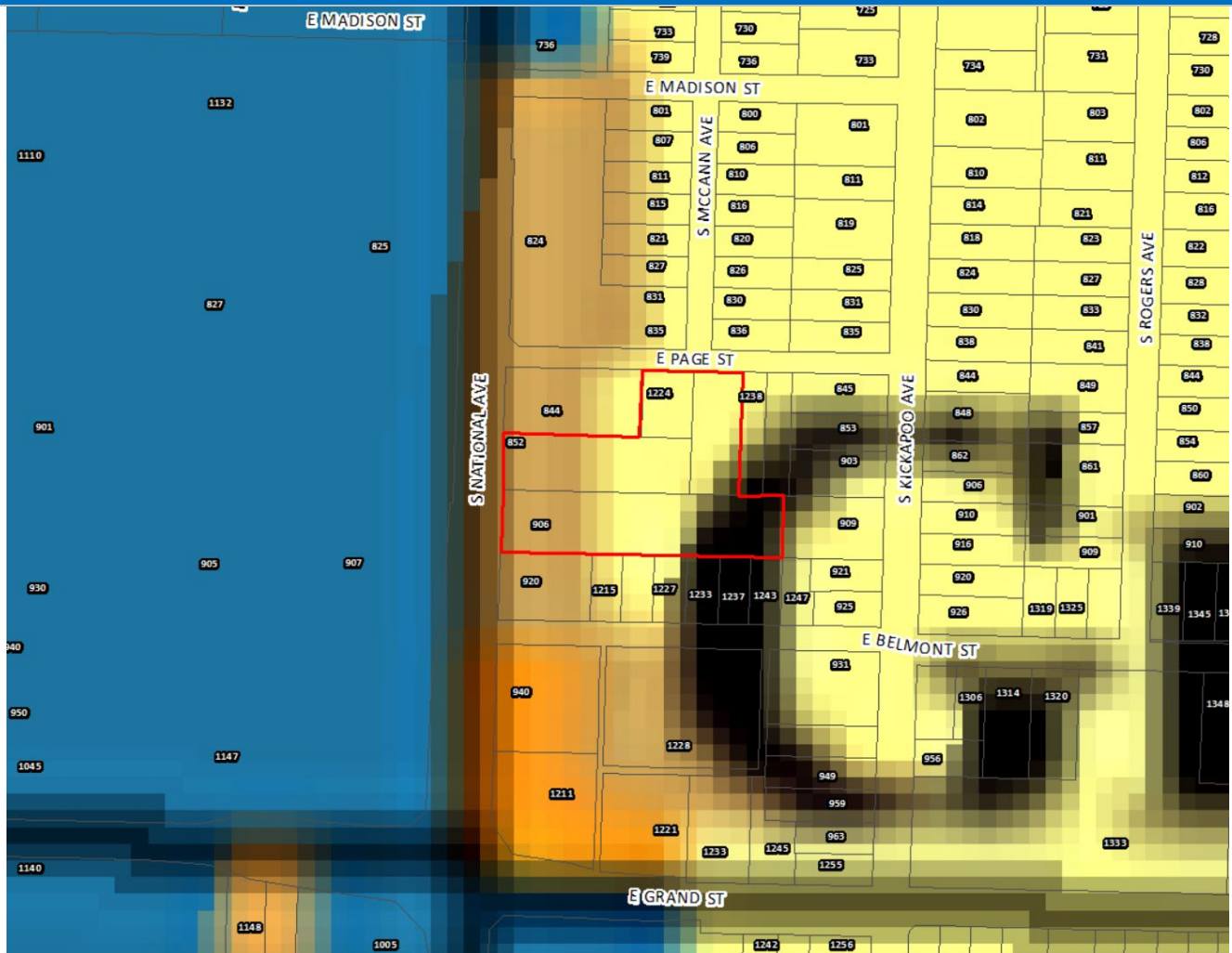
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- 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

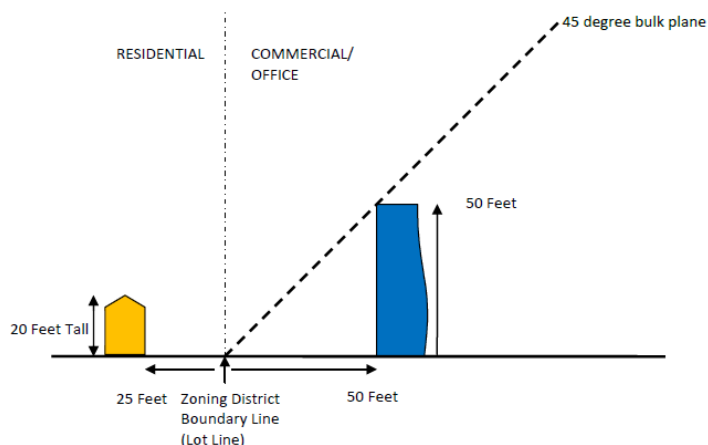
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

PROPERTY HISTORY:

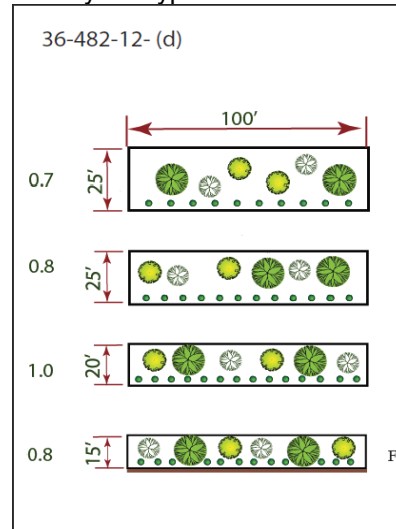
The western portion of the subject property was zoned R-3, Multi-Family District prior to 1995 and was included in the Rountree Urban Conservation District on May 29, 2001. The City's zoning map was amended on January 23, 1995 and zoned this property to R-HD, High-Density Multi-Family Residential District 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

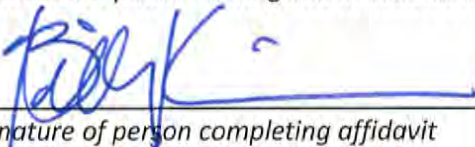
1. Request change to zoning from: R-HD and R-SF to Planned Development
(existing zoning) (proposed zoning)
2. Meeting Date & Time: August 22, 2019 from 4:00pm to 6:30pm
3. Meeting Location: 906 S. National Avenue
4. Number of invitations that were sent: 139
5. How the mailing list was generated: city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

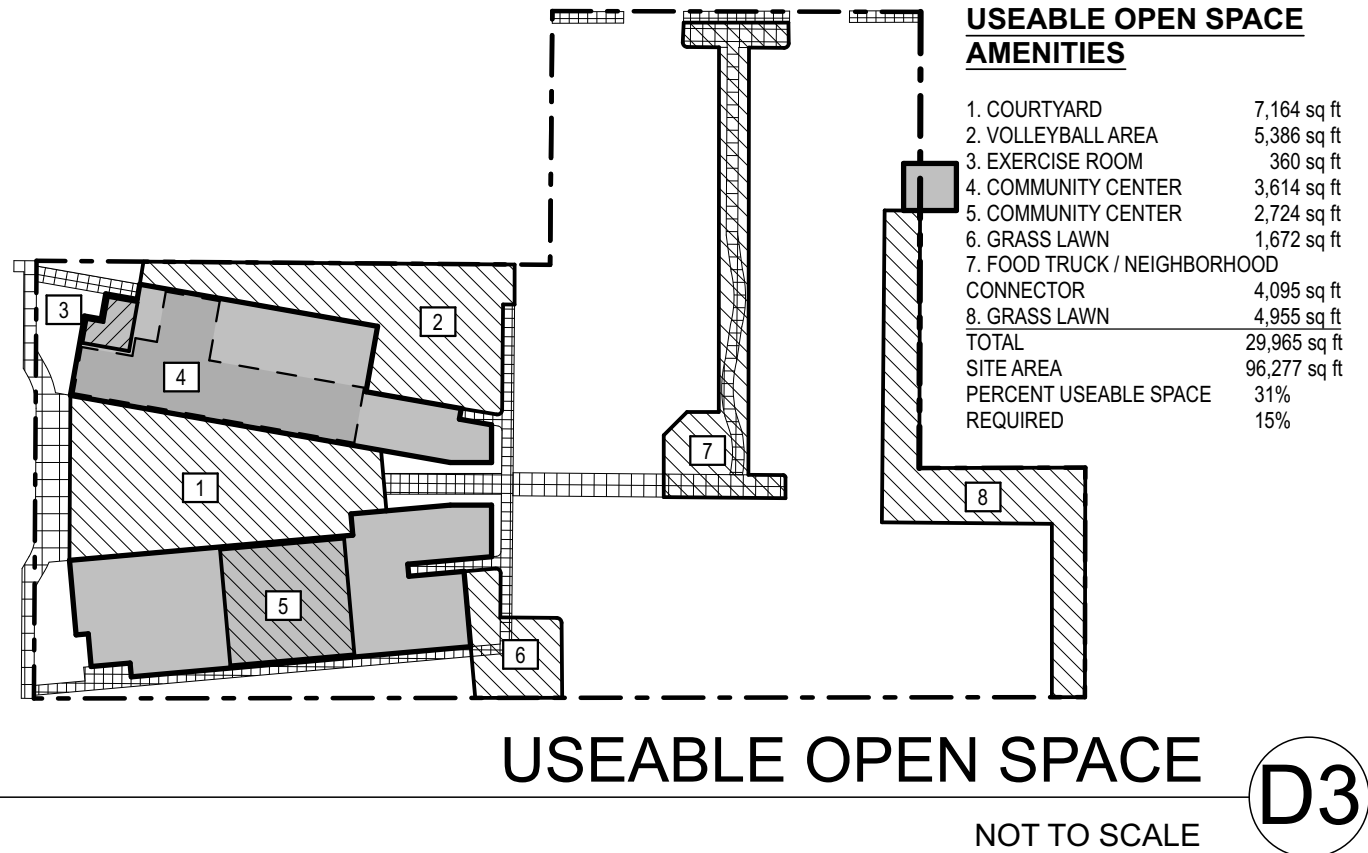
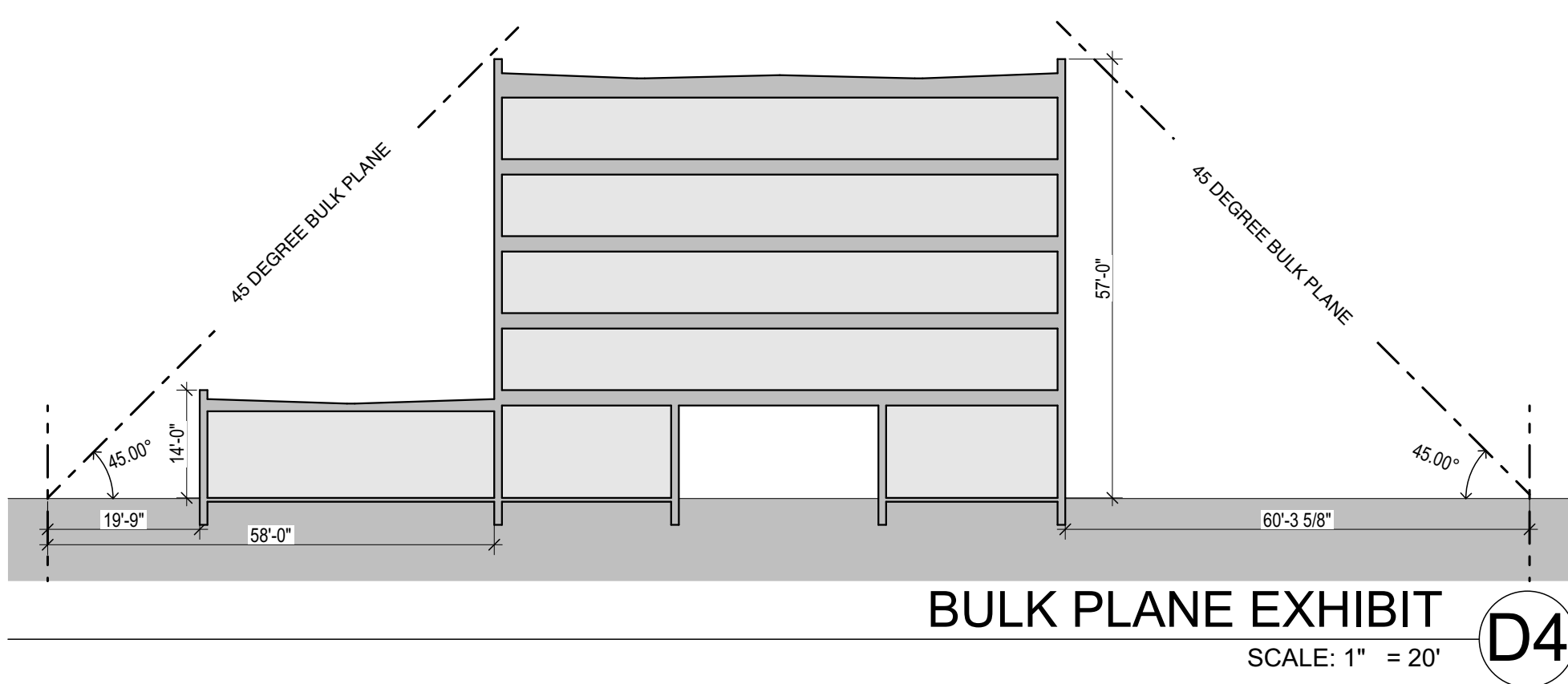


EXHIBIT 2

FIRE LOAD CALCULATIONS

TOTAL BUILDING GROSS SQFT: 80,875 = FIRE-FLOW AREA: 11,301-13,400 SQFT
GALLONS PER MIN: 3,000
FLOW DURATION 3 HOURS

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

* (TABLE C102.1, 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.

ZONING DATA (EXISTING)

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

ZONING DATA (PROPOSED)

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 @ 399 GROSS SQFT
17 TWO-BED APARTMENTS @ 1,006 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: 23,187 GROSS SQFT
TOTAL: 79,902 GROSS SQFT
PROPOSED RATIO: RATIO: 2.4:1 (SQFT)
PROPOSED BUILDING HEIGHT: 5 STORIES OR 60 FT (MAX)
REQUIRED IMPERVIOUS / PERVIOUS: IMPERVIOUS: 80%
PERVIOUS: 20%
EXISTING IMPERVIOUS / PERVIOUS: IMPERVIOUS: 38,782 SQFT (40.94%)
PERVIOUS: 58,217 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)
FOOD TRUCK = 2 SPACES
BSU WORSHIP ASSEMBLY USE (ONE PER FOUR SEATS) = 60 SPACES (SUPPORTS 240 SEATS)
THIS PD ALLOWS FOR UP TO 60% 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



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

Hood-Rich, Inc. MO
Certificate of Authority A-622-D



BILLY E. KIMMONS - Architect
MO A-2003027165

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

BAPTIST 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. Widen, 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 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.

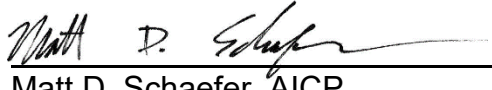
As stated in the Petition, the District and its authority to impose sales and use taxes shall expire after 30 years or upon repayment of reimbursable project costs, whichever occurs first.

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.

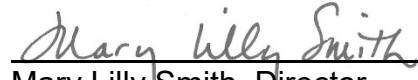
The Cooperative Agreement between the City of Springfield, the Kansas and Kearney Community Improvement District, and Kansas & Kearney Intersection Center, LLC, specifies how the District sales and use tax revenue will be collected and disbursed. Under this agreement, the Missouri Department of Revenue 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 or 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.

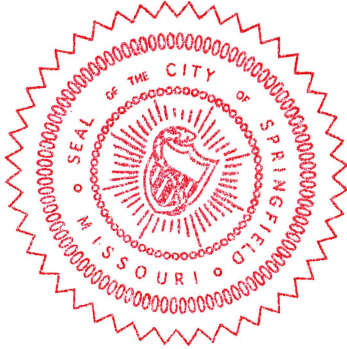
[Remainder of page left intentionally blank. Signature Pages follow]

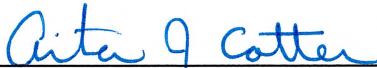
The undersigned requests that the City Council of the City of Springfield, Missouri establish the Kansas and Kearney Community Improvement District according to the preceding Petition.

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

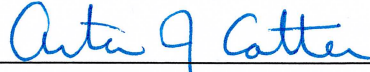

Anita J. Cotter, CMC/MRCC
City Clerk

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

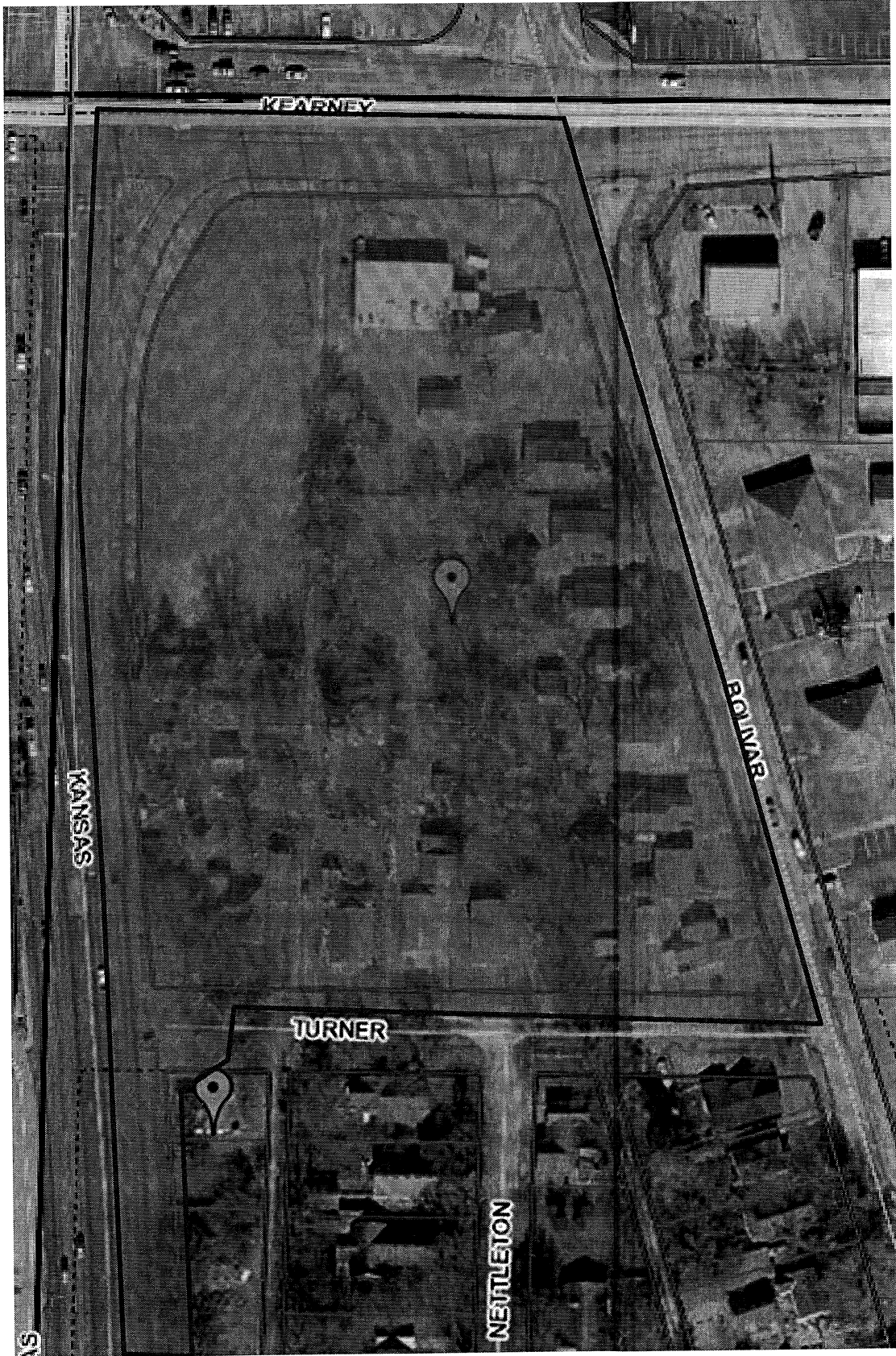


EXHIBIT C

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:

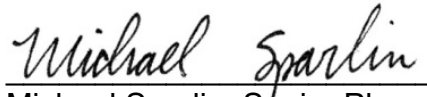
The Planning and Zoning Commission held a public hearing on September 12, 2019, and recommended to approve, by a vote of 7 to 0.

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:



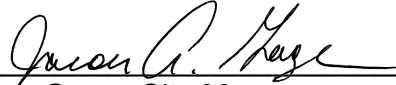
Michael Sparlin, Senior Planner

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.

**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.

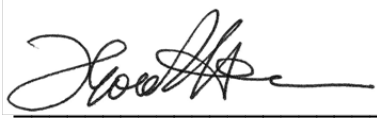
Ms. Cox asked about buses using the alleyway.

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.

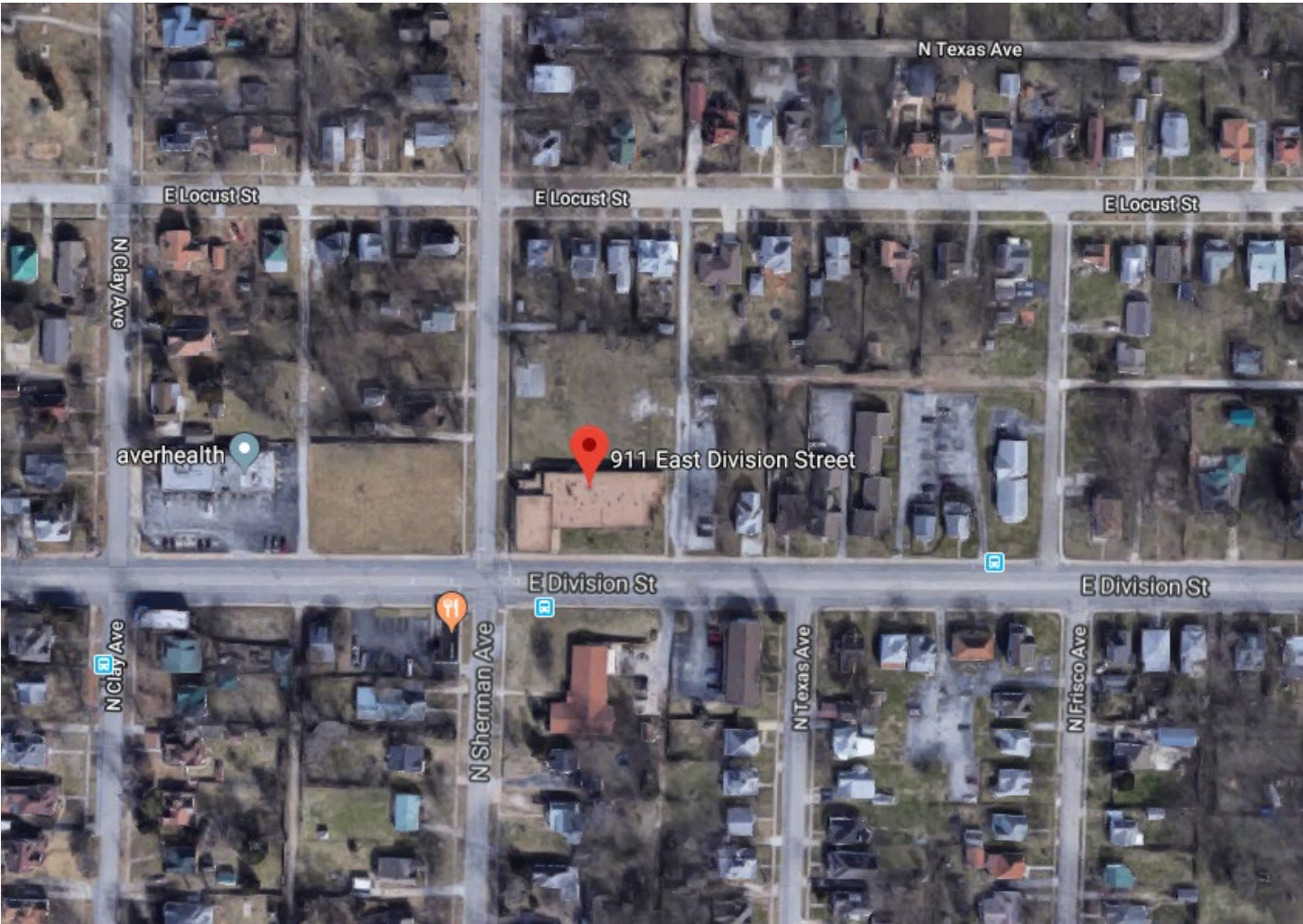
FINDINGS FOR STAFF RECOMMENDATION:

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

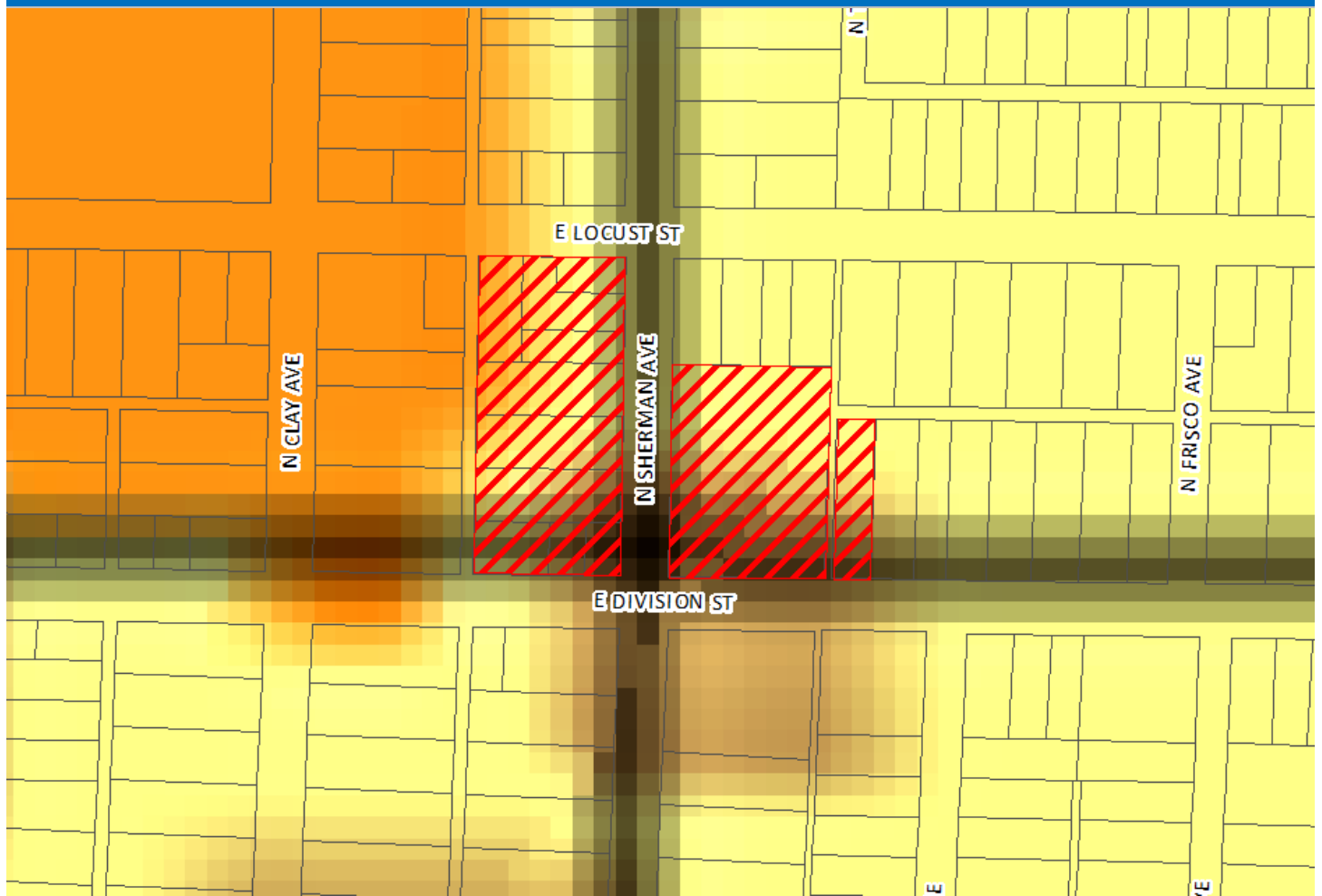
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



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

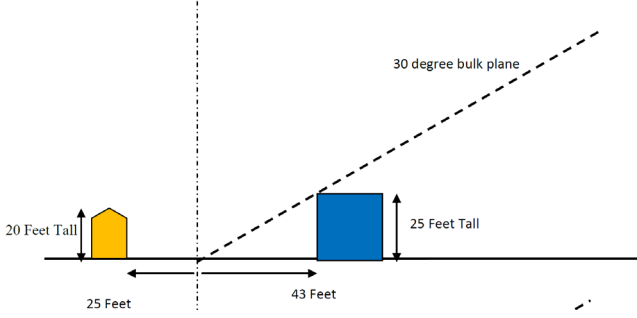
- Greenway
- Parkway
- City Boundary
- Urban Service Area Boundary, Year 2020
- Urban Reserve Boundary, Year 2040

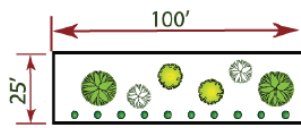
PROPERTY HISTORY:

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

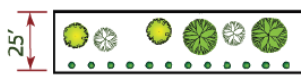
ZONING ORDINANCE REQUIREMENTS:

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

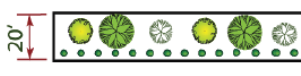




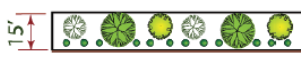
0.7



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
--	------------	-------------

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

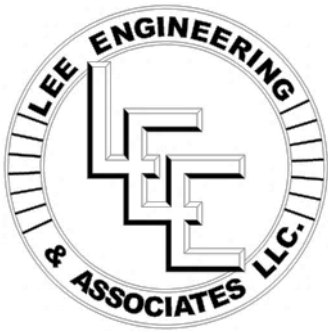
I, Martha Middleton (print name), attest that the neighborhood meeting was held on 6/26/19 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

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

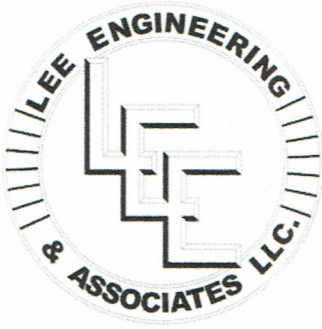
We look forward to seeing you at this meeting! Thank You!

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
PRODAKCS 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

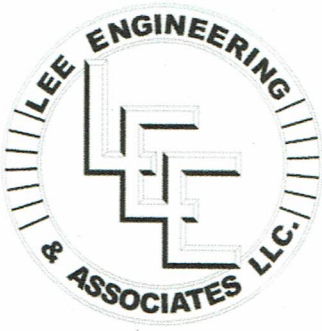
SIGN IN SHEET

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
Dan Armar	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



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

COMMENT SHEET

Neighborhood Meeting

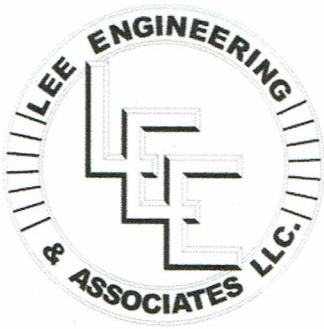
Wednesday, June 26, 2019

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.



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

COMMENT SHEET

Neighborhood Meeting

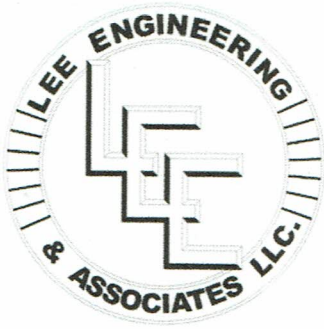
Wednesday, June 26, 2019

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.)



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

COMMENT SHEET

Neighborhood Meeting

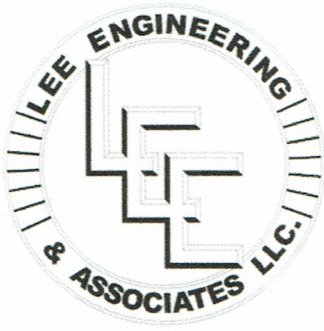
Wednesday, June 26, 2019

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.



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

COMMENT SHEET

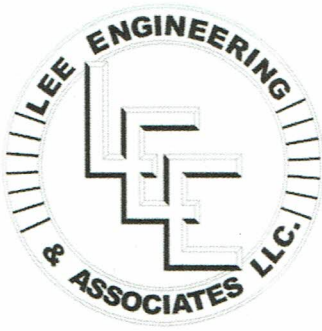
Neighborhood Meeting

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



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

COMMENT SHEET

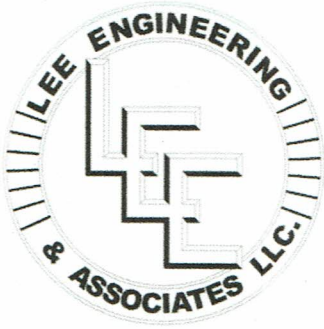
Neighborhood Meeting

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?



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

COMMENT SHEET

Neighborhood Meeting

Wednesday, June 26, 2019

Re: Proposed Rezone – Berry Alternative Elementary
911 E. Division St.
Springfield, Missouri

NAME	PROPERTY ADDRESS	PHONE
Youngha Hahn	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:

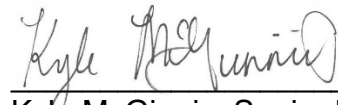
1. This application meets the approval standards for a Conditional Use Permit and is in conformance with the intent and purpose of standards for structures located in the R-LD, Low-density Multifamily Residential District.
2. Approval of this request will provide for the productive use of the subject 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:

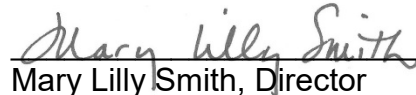
The Planning and Development staff recommends the application be approved with the following conditions (see the attached "Exhibit D," Development Review Staff Report).

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:

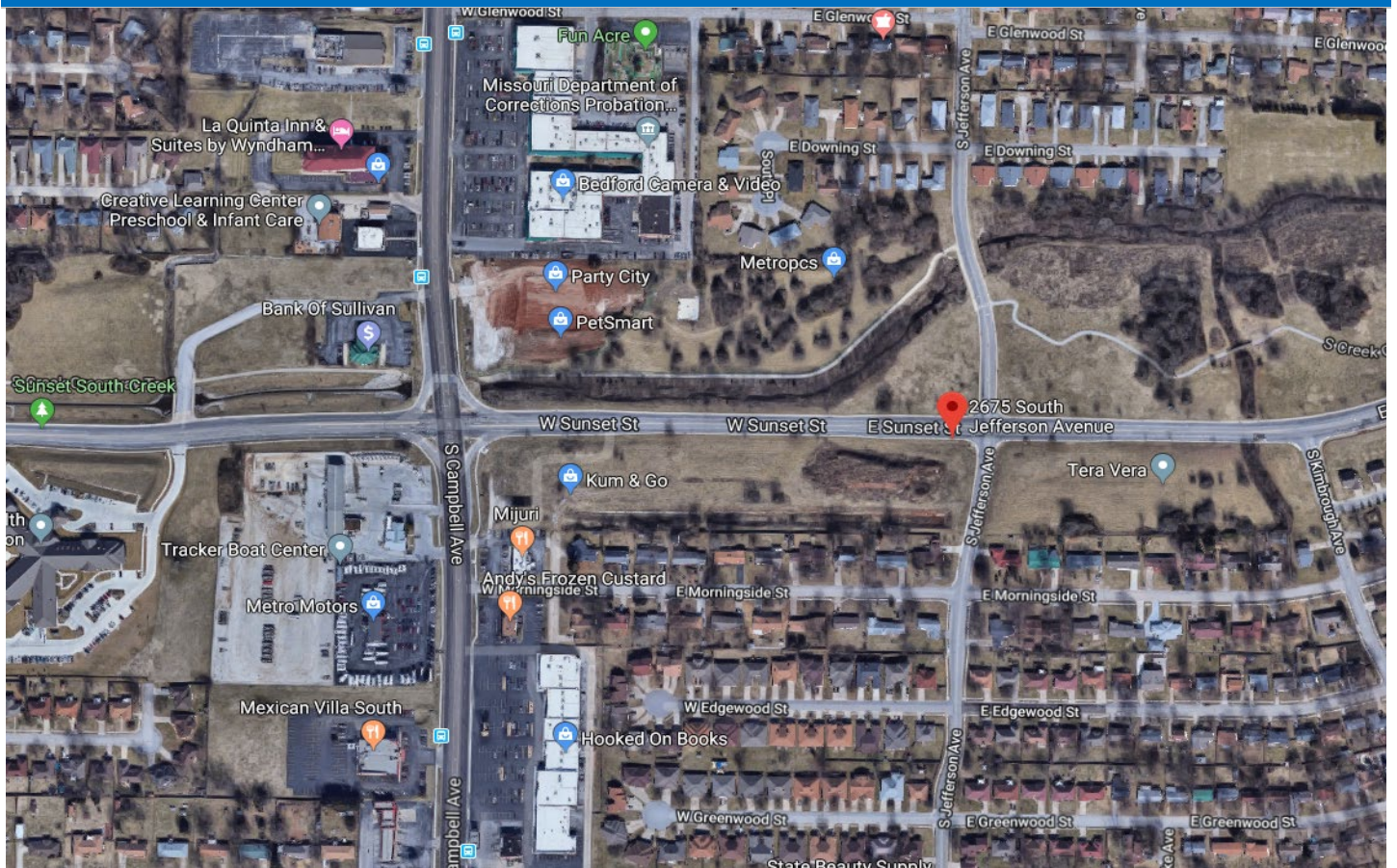
1. Approval of this request will provide for the productive use of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
2. This application meets the approval standards for a Conditional Use Permit and 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):

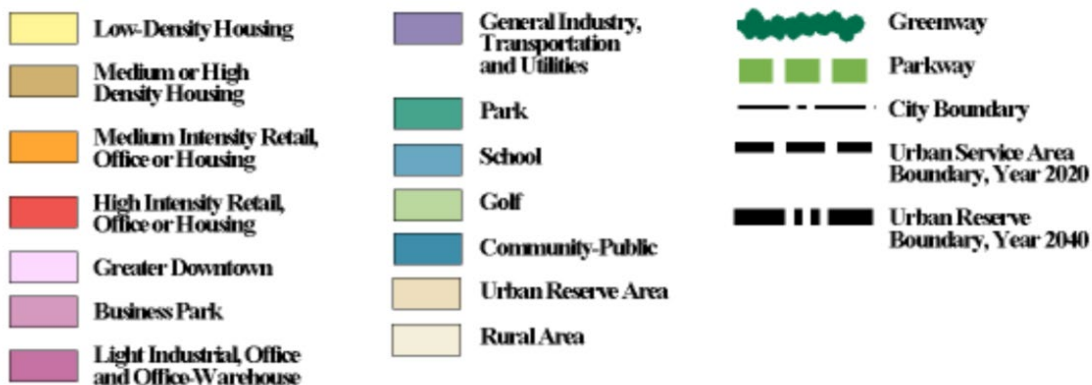
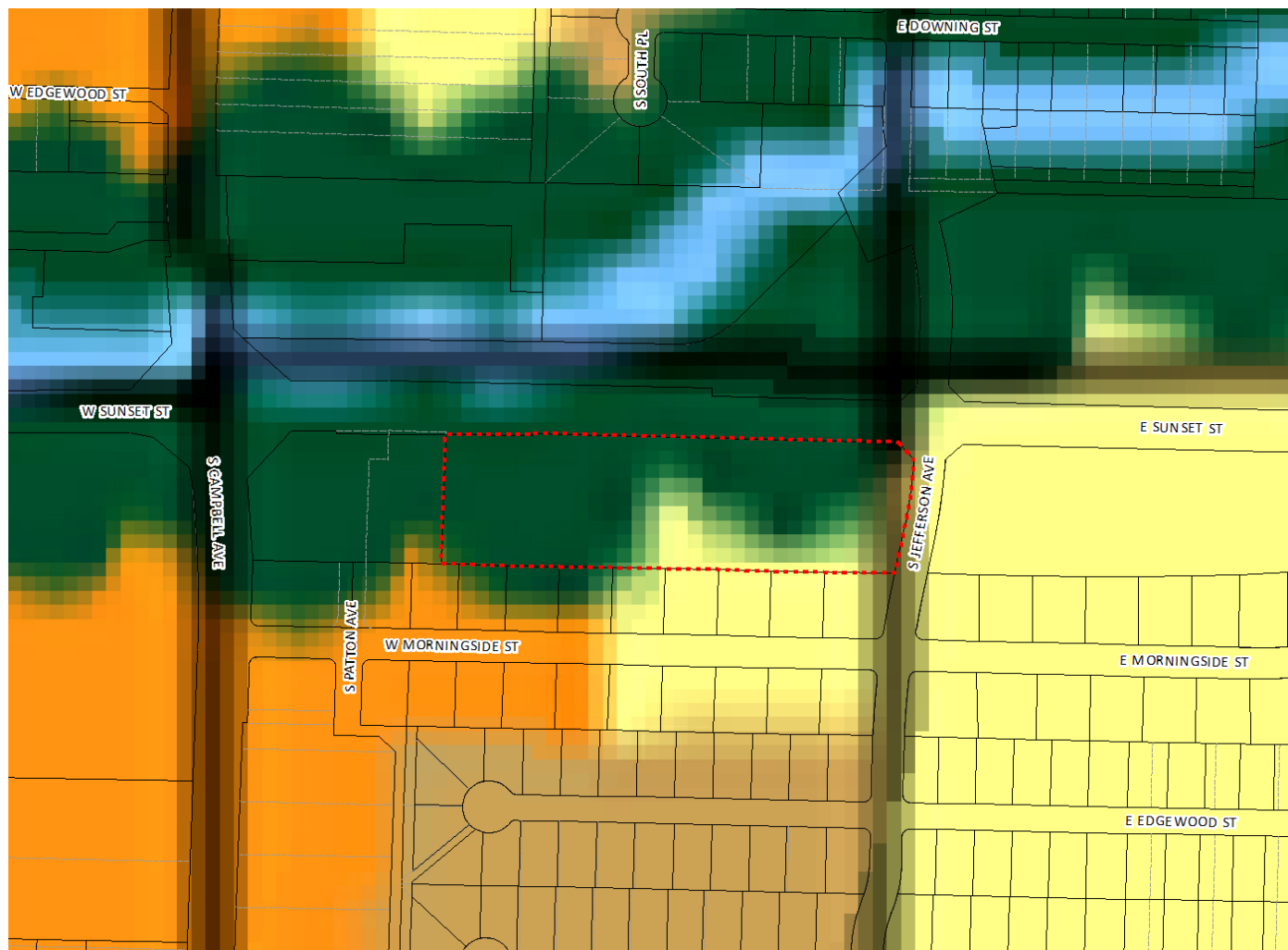


GOOGLE MAPS STREET VIEW:



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

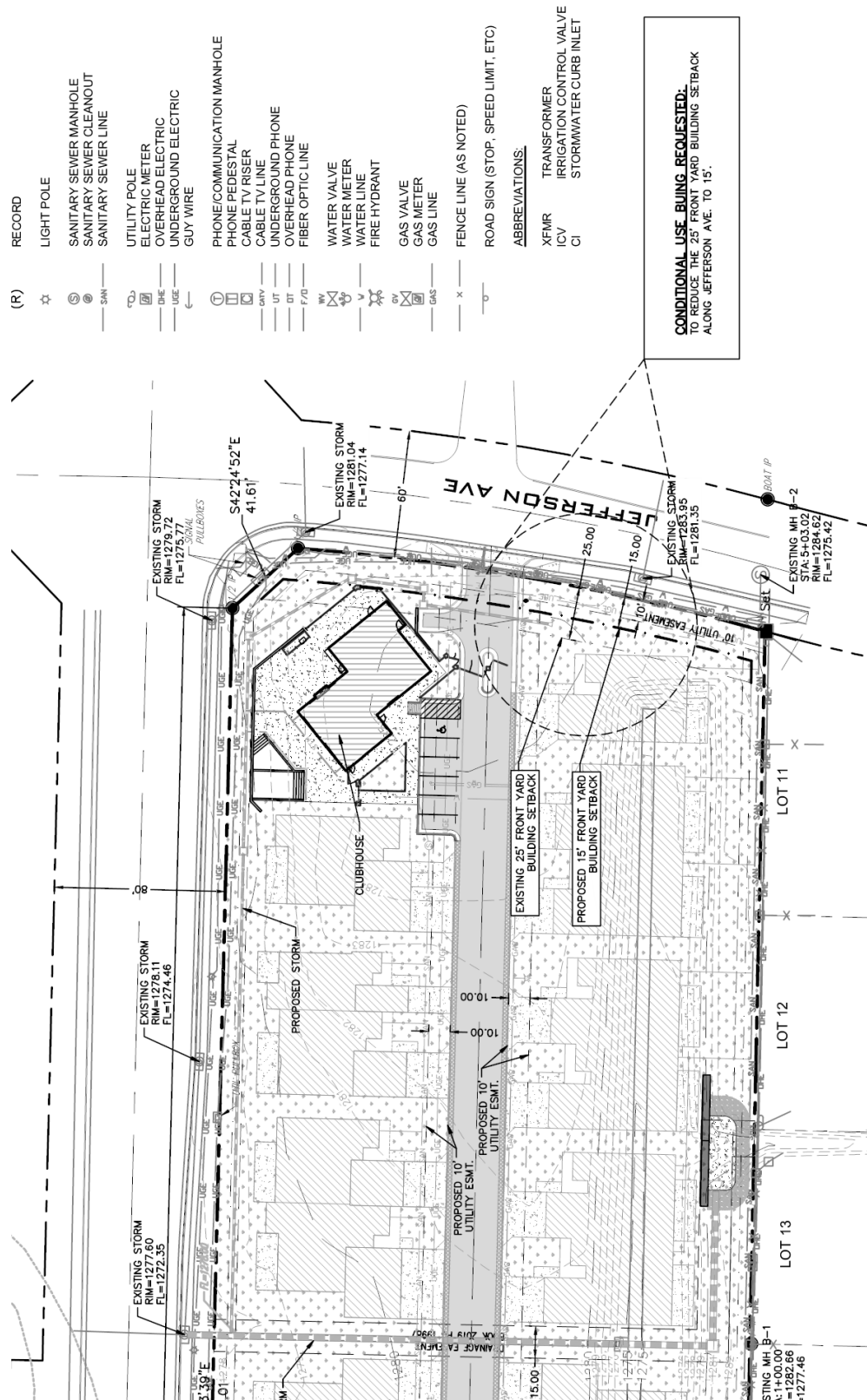
Martha Middleton

Printed name of person completing affidavit

Development Review Staff Report



ATTACHMENT 5 SITE PLAN



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> *
----------------------------------	----------------------------	-----------------------------	-----------------------------------	----------------------------

[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: Placed in service date of the Equipment: Name of Compliance Officer: Period covered by request (“Annual Period”):	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.

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.

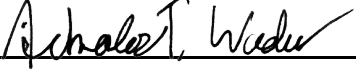
Submitted/Recommended by:

Approved by:


Darla Morrison,
Director of Human Resources

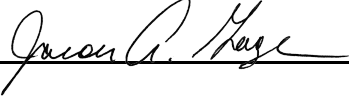

Jason Gage,
City Manager

36

37 Approved as to form: , Assistant City Attorney

38

39

40 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019- 236

FILED: 10-15-19

ORIGINATING DEPARTMENT: Law Department

PURPOSE: Extending the term of the Sexual Assault Task force until November 30, 2019.

REMARKS: City Council, at their January 28, 2019 meeting, adopted Resolution 10424. Resolution 10424, among other things, established that the term of the Task Force shall run until August 31, 2019. City Council extended the term of the Task Force to October 31, 2019 by passage of Resolution 10473.

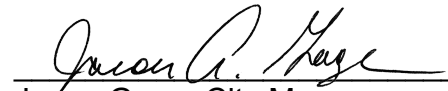
This Resolution, if adopted, would extend the term of the Task Force until November 30, 2019, so as to give the Task Force additional time to complete its work.

Recommended by:

Approved by:



Nicholas Woodman,
Assistant City Attorney



Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 22
Filed: 10-15-19

Sponsored by: Simpson

COUNCIL BILL 2019- 237 RESOLUTION

A RESOLUTION

1 ACCEPTING Staff's recommendations regarding the Galloway Redevelopment Area
2 and directing staff to utilize said recommendations when evaluating
3 proposed development in the policy area. (Staff recommends support.)
4
5 _____

6 WHEREAS, on November 5, 2018, City Council adopted Resolution 10408, which
7 imposed a two hundred seventy-day administrative delay in the Galloway Redevelopment
8 Area, which area was established by Special Ordinance 26407; and
9

10 WHEREAS, Resolution 10408 also directed the City Manager to direct staff to review
11 certain development issues in the administrative delay boundary and report any
12 recommendations to City Council; and
13

14 WHEREAS, staff has prepared a report of their recommendations after a period of
15 public engagement, said report being attached hereto as "Exhibit A;" and
16

17 WHEREAS, if adopted, the recommendations contained in the report will serve as the
18 policy for development in the policy boundary area identified in the report and will be utilized
19 by staff when reviewing applications for rezoning and subdivisions within said area; and
20

21 WHEREAS, the Planning and Zoning Commission ("the Commission") reviewed the
22 report on August 15, 2019, and recommended 8-0 to remove the southeast and southwest
23 corners of Battlefield Road and Lone Pine Avenue from the policy boundary; and
24

25 WHEREAS, the Commission then voted 4-4 to recommend approval of the report as
26 amended; and
27

28 WHEREAS, the Commission's rules of procedure state that, in the event of a tie vote,
29 the measure is automatically tabled to the next meeting of the Commission; and
30

31 WHEREAS, the Commission reviewed the report again on September 12, 2019, and
32 voted 3 to 4 to recommend approval of the amended policy, and due to the operation of the
33 Commission's Rules of Procedure, the item was tabled again; and
34

35 WHEREAS, on October 10, 2019, the Commission again reviewed the report and

36 voted 3 to 4 to recommend approval of the amended policy, since the item has failed to
37 obtain five votes of approval after three such votes, the item is deemed denied pursuant to
38 the Commission's rules of procedure; and
39

40 WHEREAS, after review of the staff report and policy recommendations contained in
41 "Exhibit A," City Council now desires to accept said report and direct the City Manager to
42 review the development recommendations contained in "Exhibit A" for development
43 occurring in the policy area.
44

45 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
46 SPRINGFIELD, MISSOURI, as follows, that:
47

48 Section 1 – City Council hereby accepts staff's report titled "Galloway Redevelopment
49 Area – Staff Recommendations for Development and Summary of Public Engagement,"
50 which is attached hereto and incorporated herein by this reference as "Exhibit A."
51

52 Section 2 – City Council hereby directs the City Manager, or his designee, to review
53 the development recommendations contained in "Exhibit A" when evaluating rezoning and
54 subdivision requests proposed in the policy boundary. Such evaluations shall be forwarded
55 to the Planning and Zoning Commission and City Council for consideration when such
56 development proposals are before said bodies. "Exhibit A" is intended to serve as a policy
57 document for development in the policy boundary.
58

59 Section 3 – This Resolution shall be in full force and effect from and after passage.
60

61 Passed at meeting: _____
62
63

64 _____
65 Mayor
66

67 Attest: _____, City Clerk
68
69

70 Filed as Resolution: _____
71
72

73 Approved as to form: A. Charles T. Wiedner, Assistant City Attorney
74
75

76 Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2019-237

FILED: 10-15-19

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Accepting Staff's recommendations regarding the Galloway Redevelopment Area and directing staff to utilize said recommendations when evaluating proposed development in the policy area. (Staff recommends support.)

BACKGROUND INFORMATION: The attached report ("Exhibit A") contains staff recommendations for the South Lone Pine Avenue corridor between Battlefield Road and Republic Road. These recommendations were developed pursuant to City Council Resolution 10408, which put a 270-day administrative delay on rezonings and lot combinations in order to allow time for study and public engagement to inform this staff report.

If adopted by City Council, the report will serve as the policy for development in the area (see map within report) and will be used in reviewing applications for rezoning and subdivisions. The boundary for this policy as originally drafted includes gateways into the study area at the intersections of Battlefield Road and Republic Road with Lone Pine Avenue, and approximately 300 feet of frontage along Lone Pine Avenue between Battlefield and Republic.

The Planning and Zoning Commission reviewed this report on August 15, 2019, and recommended 8-0 to remove the southeast and southwest corners of Battlefield Road and Lone Pine Avenue from the policy boundary. Commission voted 4-4 to recommend approval of the policy as amended. The Commission's Rules of Procedure dictate a tie vote results in tabling the measure. On September 12, 2019, Commission voted 3 to 4 to recommend approval of the amended policy. Because fewer than five votes were cast in favor or denial of recommending the policy, it was again tabled. According to Commission's Rules of Procedure, a policy matter may only be tabled three times. If it fails to receive five affirmative or negative votes, it is sent to Council with a negative recommendation. On October 10, 2019, Planning and Zoning Commission voted 3 to 4 to recommend approval of the measure. Since this was fewer than five affirmative votes, the measure is forwarded to City Council with a recommendation to deny the proposal.

REMARKS: Staff recommendations have been made for the following categories:

The City's highest priority must be public safety for pedestrians, cyclists, and motorists in the area. Many of these recommendations are for transportation improvements, which may be both publicly and privately funded, but all public improvements receive City approval prior to construction.

Environmental protection is another key priority for the City and the public. Protection of the natural environment will require City regulations and use of best practices in public

and private improvements.

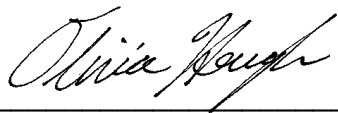
The Galloway area has several unique features such as its extensive tree canopy, rocky sloped topography, and historic mixed-use development pattern. Our image enhancement recommendations help guide public improvements and private developments to preserve the defining characteristics of the area while allowing for continued growth of the area.

The report concludes with general recommendations that have multiple responsible parties for implementation and rely heavily on community participation.

Staff recommends approval of the report as drafted. Planning and Zoning Commission recommends approval of the report as amended to remove the southeast and southwest corners of Battlefield Road and Lone Pine Avenue from the policy boundary.

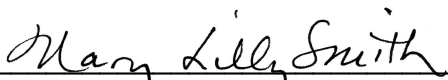
This Council Bill has been prepared with the original report attached as "Exhibit A." This means the report has not been amended as the Planning and Zoning Commission recommended. This is because the Commission's authority over the report is to make recommendations to City Council. Should City Council wish to remove the areas from the Policy area that the Commission recommended be removed, a motion to amend would need to be adopted by City Council.

Submitted by:



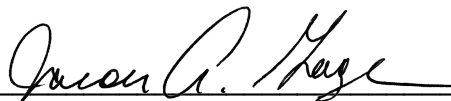
Olivia Hough, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Galloway Redevelopment Area

Staff Recommendations for Development and Summary of Public Engagement



Photo Credit: Kaitlyn McConnell, Ozarks Alive

Planning & Development Department
840 Boonville Avenue
Springfield, MO 65802



Executive Summary

This report contains staff recommendations for the South Lone Pine Avenue corridor between Battlefield Road and Republic Road, pursuant to City Council Resolution No. 10408. This Resolution put a 270-day administrative delay on rezonings and lot combinations in order to allow time for study and public engagement to inform this staff report.

While staff recognizes the unique character of the Galloway area, many of the issues identified are city-wide issues which are best addressed in the Comprehensive Planning process that is currently underway. With that in mind, staff has prepared the following recommendations based on extensive public input and guided by professional expertise from Sapp Design. Recommendations have been made for the following categories:

The City’s highest priority must be **public safety** for pedestrians, cyclists, and motorists in the area. Many of these recommendations are for transportation improvements, which may be both publicly and privately funded, but all public improvements receive City approval prior to construction.

Environmental protection is another key priority for the City and the public. Protection of the natural environment will require City regulations and use of best practices in public and private improvements.

The Galloway area has several unique features such as its extensive tree canopy, rocky sloped topography, and historic mixed-use development pattern. Our **image enhancement** recommendations help guide public improvements and private developments to preserve the defining characteristics of the area while allowing for continued growth of the area.

We conclude the report with **general recommendations** that have multiple responsible parties for implementation and rely heavily on community participation.

If adopted by City Council, this document will serve as the policy for development in the area and will be used in reviewing applications for rezoning and subdivisions. The boundary for this policy includes gateways into the study area at the intersections of Battlefield Road and Republic Road with Lone Pine Avenue, and approximately 300 feet of frontage along Lone Pine Avenue between Battlefield and Republic.

Table of Contents

Background and Goals of Administrative Delay.....3

Summary of Public Engagement Process.....4

Administrative Delay Area Map.....5

Recommended Boundary Map.....6

Public Safety Recommendations.....7

Natural Environment Protection Recommendations.....8

Image Enhancement Recommendations.....9-10

General Recommendations.....11

Acknowledgements.....12

Background

The Galloway Village area has nearly 200 years of community history dating back to early farm settlements and its namesake Major Charles Galloway, a Mexican-American War and Civil War veteran who was a well-known merchant. In the 1880's, Ash Grove Lime Works purchased the quarry and relocated employees to the area and it became a stop on the Chadwick Flyer rail route. Residents and tourists were attracted to the cave, creek, stores and later the fish hatchery in the park. In 1969, the City of Springfield annexed Galloway and it evolved into an antique and craft destination in the 1980's. In 2014, Springfield City Council adopted a [blight study and redevelopment plan](#) for the Galloway area by Special Ordinance No. 26407, covering nearly 75 acres along the 3400 to 4100 blocks of South Lone Pine. Since then, development along the Lone Pine corridor from Battlefield Road to Republic Road has intensified. Recent developments include the Township 28 multi-family development, the mixed-use Quarry Town and Galloway Creek developments, and a variety of new businesses including Acacia Spa and Mostly Serious. These businesses and developments join long-established businesses such as Galloway Village Veterinary, Firehouse Pottery, Galloway Grill, and several smaller retail shops and service providers.

The recent surge in retail and residential multi-family construction in the area has brought to light a variety of development challenges and citizen concerns about current and future impacts on the area's rich history, natural resources, and historic mixed-use development pattern. The Galloway Village Neighborhood Association was formed in November 2018 in response to concerns over development and new construction in the area.

After meeting with interested parties in Fall 2018, Zone 4 Councilman Matthew Simpson requested a [resolution for an administrative delay](#) on rezoning and lot combinations in the Lone Pine corridor so that City staff could gather input and develop recommendations. Resolution No. 10408 was passed November 5, 2018. The 270-day development moratorium expires on Aug. 2, 2019.

Goals of the Administrative Delay

Resolution No. 10408 charged staff with the following goals:

- Review development issues in the area.
- Take public input from area residents, property owners, design professionals, the business and development community, Ozark Greenways, and the City departments of Parks and Recreation, Public Works, Environmental Services, and Planning and Development.
- Prepare for Council's consideration a report regarding any recommended actions.

Summary of Public Engagement Process

City staff began the public engagement process for the Administrative Delay in January 2019. A Stakeholder Committee made up of area residents, business owners and developers was assembled to work with City staff to help engage the larger community and identify solutions for the future of this area. Public engagement included three public meetings, six Stakeholder Committee meetings, a website dedicated to providing information and collecting feedback, and two online surveys to collect public input. More than 500 community members are estimated to have participated in this process by completing surveys, attending meetings, and submitting comments. The individuals involved represented a cross-section of community interests, such as surrounding residents, businesses, Greenways users, Sequiota Park patrons, and other interested citizens. The public was informed of opportunities for comment through media press releases, direct mail, neighborhood signs, social media, and dispatches from Stakeholder Committee members and the Galloway Village Neighborhood Association. Detailed information from the community engagement activities is available on the City website at <https://www.springfieldmo.gov/3867/Our-Galloway>.

Common Themes Identified Through Public Engagement

- Preserve the quaint **village atmosphere** of the Galloway area as it was historically developed.
- Increase **pedestrian and cyclist safety** in proximity to the street and parking areas while continuing to improve vehicular traffic flow.
- Expand and improve the **Greenway trails**.
- Preserve and protect the **natural environment**, specifically the tree canopy, water quality, rocky sloped topography and wildlife habitat.
- Protect and preserve the heavily wooded and peaceful setting in **Sequoiata Park** and expand the park property and amenities, adding picnic areas, new restrooms, and improved connections and access. Restrict development that detracts from the park-like feel in and around the Park.
- Tailor **architectural design and land use** in the area to ensure quality new development that is compatible with the surroundings; particularly related to building height, density, history, and the natural environment.
- Continue notifying citizens and **considering citizen/resident concerns** when evaluating development projects in the area.

Vision Statement Developed By Stakeholder Committee

The Lone Pine corridor will be welcoming for living and commerce. It will emphasize use of human-scale design components typically embodied in a village environment. This includes high-quality development with distinctive architectural features that respect the area's historic context, sensitive to the surrounding developments, in harmony with nature, built into the topography, beautifully landscaped, colorful and offering many common areas for recreation and socializing.

The corridor will continue to be a pedestrian-friendly environment where people can easily walk, bicycle, and drive.

Private development will emphasize diverse small retail and service businesses, while employing best practices to protect the area's natural resources and amenities, particularly Galloway Creek, Sequiota Park, and the tree canopy.

Administrative Delay Area



Policy Boundary



Staff Recommendations – PUBLIC SAFETY

- A. **Improve traffic flow and safety** in the area. Springfield citizens have identified the Galloway Street corridor and the intersection at Battlefield and Lone Pine as top priorities for safety and capacity improvements to accommodate increased vehicular, pedestrian, and bicycle traffic and reduce potential conflicts.¹
 - i. Funding has been approved for these projects through the 2019 ¼-Cent Capital Improvement Sales Tax renewal.
 - ii. **Improve safety for street-edge parking** by clearly delineating parking areas along the street edge from the street surface. Visual contrast between the two areas can be created by material choice, color, or painting a boundary line between the two areas.
- B. Install a **physical barrier or fencing between the trail and roadway**, where feasible, to improve safety and visibility and denote separation. This is especially needed along Lone Pine, where there is less than ten feet of separation between the trail and street.
 - i. Parking on the Galloway Trail, especially during construction, has been another safety concern. The City has installed “No Parking” signs adjacent to the trail in response to citizen concerns about this practice. In addition, businesses hosting special events in the area should arrange for and identify adequate parking for their customers and explore shared parking, as needed.
- C. **Flooding is a major concern** in the area, identified in the Blight Study for the Galloway Redevelopment Area and through public input, creating potential safety concerns as well as property damage. The City should explore cost-effective solutions to maintain safe passage on Lone Pine during times of flooding.
 - i. Due to its location in the flood plain, Lone Pine Avenue floods on a routine basis and has for many years. In fact, 1978 flood insurance rate maps show a similar floodplain as current maps. In some locations along Lone Pine, between Republic Road to Sequiota Park, the road is three to four feet below the base flood elevation. Further study is needed to determine the most effective way to address this issue.
- D. Continue to **maintain and enhance the safety and quality of the Galloway Trail**, which is the oldest and most heavily used trail in the Ozarks Greenways system and is in need of repair.
 - i. Grant funding has already been secured by the City for replacement of the Galloway Trail surface from Sequiota Park to Republic Road.

¹ ¼ Cent Capital Improvement and 1/8 Cent Transportation Sales Tax Surveys in 2016 and reaffirmed by voters in the 2019 ¼-Cent Capital Improvement Sales Tax renewal.

Staff Recommendations – NATURAL ENVIRONMENT PROTECTION

- A. **Water quality protection and stormwater management for new development** should follow all local, state and federal laws and employ on-site controls as per City Code² to retain Galloway Creek's rating as one of the healthiest streams in the city and minimize increased flooding risk.
- i. Innovative stormwater management techniques such as maximizing open space, green roofs, rain water collection systems, rain gardens, and berms are encouraged and should be integrated in public improvements and private developments, when feasible.
 - ii. Volunteer groups have undertaken multiple stream cleanup efforts which should be applauded and continued.
- B. **Obtain stream buffer easements for all new developments** along natural channels in the area in accordance with the Water Quality Protection Manual. (For example, Galloway Creek requires a 100-foot easement on each side of the stream bank.) Exceptions to the buffer requirements should be discouraged.
- i. The stream buffer requirements apply to streams shown on the stream buffer map (<http://maps.springfieldmo.gov/mapgallery/>) that meet the definition of a natural channel as defined in Sections 1.0 and 2.1 of Chapter 8 of the Flood Control and Water Quality Protection Manual. Buffer distances vary based on the size of the stream's contributing drainage area.
- C. **Protect the tree canopy** of the Galloway area, which is one of its defining characteristics. This was continually identified as a top priority during public engagement.
- i. The Stakeholder Committee expressed an interest in the City developing a tree preservation ordinance, which would be beneficial for protection and reforestation of tree canopy throughout the City. If such an ordinance is considered, Galloway could serve as a pilot area for the program.
 - ii. The City should aggressively pursue tree planting and preservation measures on public property in the area, including park property and right-of-way for roads and trails. Private developers should preserve mature, healthy trees whenever possible and install high-quality landscaping to enhance the area.

² The City of Springfield Flood Control and Water Quality Protection Manual was adopted in December 2017 and updated in April 2018.

Staff Recommendations – IMAGE ENHANCEMENT

A. Park and Trail Amenities

- i. **Improve and expand amenities in Sequiota Park**, such as restroom facilities, drinking fountains and seating areas.
- ii. **Plant trees** along the Galloway Trail and in Sequiota Park to add shade and rejuvenate the tree canopy in the area. Public Works and Parks staff estimates that up to 200 trees could be planted in these areas. We recommend coordination with community groups, such as Tree City USA and Rotary that have tree-planting as an identified priority, as well as community groups and interested citizens who wish to contribute to the wooded environment of the area.
- iii. **Develop “pocket parks”** along the trail for resting and picnicking.

B. Preserve and enhance the “village feel” of the area.

- i. Based on public input, important elements of this “village character” are small businesses (retail, food and beverage, and services), reuse of existing structures, a mix of architectural styles that complement each other, a walkable feel, and opportunities for neighborly interactions in private establishments and public spaces.
- ii. **Promote a high-quality streetscape experience that is welcoming and encourages walkability.** This item may be achieved by individual property and business owners or through more coordinated efforts of the Neighborhood Association or the proposed Community Improvement District (CID) for the area.
 - Components identified to achieve this recommendation include planters and window boxes, brightly colored doors or building accents, eye-catching retail entrances, attractive landscaping and plantings, public art, fountains, dog watering stations, outdoor seating, street trees, decorative lighting, signage that is appropriately placed and visually pleasing, and clean, maintained sidewalks, parking areas, trails and public spaces.
- iii. **Encourage a continued mix of uses that preserves the village character of the area.** The study area has historically been home to retail and food/beverage uses; in recent years it has evolved to include offices, service businesses, and multi-family housing.

Staff Recommendations – IMAGE ENHANCEMENT, continued

- iv. **Use Conditional Overlay Districts in conjunction with rezoning cases to protect the village character including:**
 - i. **Limit uses** that are incompatible with the village character of the area, such as storage units, gas stations, drive-through restaurants or other drive-through businesses, car washes, cell towers, and uses requiring new manufacturing zoning.
 - ii. **Limit size, illumination, placement and number of signs, and prohibit digital signage** in order to maintain the village aesthetic. Encourage colorful and creative signage.
 - iii. Encourage design elements compatible with historic development pattern and existing structures. **Appropriate design elements include** articulation of building faces and compatible ratios of glass in windows, doors, and walls. **Restrict glazing ratios** to no more than 40% of exterior surface.
 - iv. Limit the **building height** through bulk plane regulations. Exceptions to bulk plane requirements are discouraged.
 - v. Require **parking lot placement** behind buildings where feasible and require attractive landscaping and tree canopy preservation.
 - vi. **Limit excessive grading or rock blasting** to preserve the rocky, sloped topography which defines the Galloway area, by **limiting retaining walls in height and requiring a minimum distance between tiers**. Staff recommends no more than eight feet in wall height and a minimum of six feet between tiers.
- v. **Encourage appropriate density of multi-family development using the Revised Multi-Family Design Guidelines and Location Criteria³** (“multi-family matrix”) in order to comply with adopted City policies encouraging greater access for all citizens to public amenities such as parks and trails, and support inclusive and equitable development of the area.
 - i. Note: Permitted density of existing multi-family developments in the area is as follows: Township 28 is zoned to allow up to 20 dwelling units (du)/acre (COD 17). Quarrytown is zoned to allow up to 12 du/acre (PD 351). Galloway Creek Lofts is zoned GR, General Retail District, which allows up to 40 du/acre but is constructed at 32 du/acre.

C. Protect the natural features of the area.

- i. **Increase landscaping requirements.** Encourage the use of canopy trees and high quality plantings in landscaping. Inspect projects during and after construction to ensure compliance with landscaping requirements.

³ Adopted by City Council Resolution No. 9668, March 23, 2009.

Staff Recommendations – GENERAL

- A. **Continue to build relationships and improve communication** between area stakeholders (the Neighborhood Association, residents, business and property owners, and the proposed CID), the development community, and the City to further the vision for this area and raise awareness of public input opportunities as new projects are in the planning stages. Encourage two-way information sharing between developers and residents for activities that may impact the area.
- B. **Emphasize the history and character** of the area, particularly Sequiota Park, Ozark rock structures, and other significant points of cultural interest. Use signage, place naming, artwork, or other creative means to keep the history of the area alive. The goal is to create a sense of pride for established businesses and residents, enhance the visitor experience, and encourage new developments to be mindful of how they fit into the greater context. Interested property owners may want to consider working with a qualified architectural historian or historic preservation professional to conduct a historic resource survey to research and document important historic places and to determine if certain structures or places may be eligible for listing on the local or national historic registers.
- C. **Enhance landscaping and beautification in future public improvements.** Use of native plantings and materials such as limestone, creek gravel, or salvaged stone is recommended. Gateway signage or landscaping could be installed at roundabouts or at key intersections and maintained by one of the neighborhood or community groups. Economic impacts and feasibility to bury the overhead utilities should be discussed with City Utilities as public improvement projects move from concept to construction.

Acknowledgments

City Council Members

- Ken McClure, Mayor
- Phyllis Ferguson - Zone 1
- Abe McGull - Zone 2
- Mike Schilling - Zone 3
- Matthew Simpson - Zone 4
- Jan Fisk - General Seat A
- Craig Hosmer - General Seat B
- Andrew Lear - General Seat C
- Richard Ollis - General Seat D

Stakeholder Committee Members

- Randall Doenning, Planning and Zoning Commission
- Wendy Huscher, About Faces Photography
- Betsey Johnson, Galloway Village Neighborhood Association Board Member
- Jarad Johnson, Mostly Serious
- Mary Kromrey, Ozark Greenways
- Marci Kirkup, Galloway Village Neighborhood Board Member
- Jessica Pearson, Green Circle Projects
- Amie Vandamme, Firehouse Pottery

Project Consultant

- John McNabb, Sapp Design Architects

City Staff

- Olivia Hough, Project Lead/Senior Planner
- Mary Lilly Smith, Planning and Development Director
- Brendan Griesemer, Planning and Development Assistant Director
- Sarah Kerner, Economic Development Director
- Cora Scott, Public Information and Civic Engagement Director
- Melissa Haase, Public Information and Civic Engagement Assistant Director
- Ron Petering, Environmental Services Assistant Director
- Miles Park, Parks Assistant Director
- Eric Claussen, Public Works Traffic Engineer

Special Thanks to...

All Saints Anglican Church and The Venues for hosting the public meetings and to all the residents, business owners, and interested citizens who provided input for the future.

RECORD OF PROCEEDINGS
Planning and Zoning Commission
August 15, September 12, and October 10, 2019

Galloway Recommendations
Along Lone Pine Avenue, south of Battlefield Road
Applicant: City of Springfield

Ms. Hough stated that this is a request from City Council for recommendations on the Galloway area.

Background:

Council Resolution No. 10408 put a 270-day administrative delay on rezoning's and lot combinations and charged staff with the following goals:

- Review development issues in the area.
- Take public input from area residents, property owners, design professionals, the business and development community, Ozark Greenways, and the City Departments of Parks and Recreation, Public Works, Environmental Services, and Planning and Development.
- Prepare for Council's consideration a report regarding any recommended actions.

Compatibility with Comprehensive Plan:

- Land use compatibility.
- Environmental resource protection.
- Physical image enhancement.
- Parks Open Space and Greenways Plan.

Future Process:

- Individual applicants will be required to submit evidence that their projects are in conformance with the recommendations in the policy.
- CODs will be used in conjunction with rezoning cases to protect the village character including limitations on incompatible uses, sign regulations, building façade design elements, parking lot placement, and retaining wall restrictions.

Stakeholder Committee's Vision Statement:

- The Lone Pine corridor will be welcoming for living and commerce. It will emphasize use of human-scale design components typically embodied in a village environment. This includes high-quality development with distinctive architectural features that respect the area's historic context, sensitive to the surrounding developments, in harmony with nature, built into the topography, beautifully landscaped, colorful and offering many common areas for recreation and socializing.
- The corridor will continue to be a pedestrian-friendly environment where people can easily walk, bicycle, and drive.
- Private development will emphasize diverse small retail and service businesses, while employing best practices to protect the area's natural resources and amenities, particularly Galloway Creek, Sequiota Park, and the tree canopy.

Future Priorities (number of votes at public meeting #1):

- Architectural Design Guidelines/Land Use Restrictions - 97
- Greenway Trail Enhancement & Maintenance - 90
- Preserve Open Space & Natural Areas - 77
- Preservation of Topography - 70
- Preservation of Tree Canopy - 66
- Intersection Improvements - 52

Development Solutions (public meeting #2):

- Limit height and density of multi-family housing.

- Some participants favored 2 or 3 story limits on height.
- Preserve the tree canopy.
- Limit new impervious surface and preserve greenspace.
- Require a minimum separation or install a barrier between the trail and street.
- Regulate height/spacing of retaining walls.
- Regulate signage to match existing signage in the area.
- Limit glazing to match existing window ratios.
- Encourage pedestrian walkways and alternative transportation.

Recommendations (public meeting #3):

- 100 estimated participants.
- 68 comment cards received.
- Support was mixed (22% Support; 32% Neutral; and 46% Negative)
- Opposition based on desire to restrict building heights and apartments.

Common Themes from Public Engagement:

- Address traffic concerns – *safety of pedestrians and cyclists*.
- Preserve & protect *Natural Amenities* – tree canopy, water quality, passive open space and wildlife habitat.
- Support *Greenway Trails* – expand and improve.
- *Sequiota Park* – expand, enhance with picnic areas, restrooms, and improved connections and access.
- Protect the quaint, unique *village atmosphere*.
- Preserve natural *topography*.
- Consider *architectural design guidelines and land use restrictions*.
- Consider and *prioritize citizen/resident concerns* when evaluating development projects.

Public Safety – Transportation & Flooding:

- Improvements to promote pedestrian, cyclist, and vehicle safety.
- Install a physical barrier or fencing between the trail and roadway.
- Parking defined by visual barrier.
- Improvements to promote pedestrian, cyclist, and vehicle safety.
- Galloway Street Improvements.
- Intersection Improvements and crosswalks.
- Flooding – study needed.

Protection of Natural Resources & Environment:

- Water Quality.
 - Stormwater best management practices.
 - Stream buffer.
- Tree Canopy Protection.
 - Plantings on public property.
 - Explore a pilot tree preservation ordinance.

Image Enhancement – Parks and Greenways:

- Sequiota Park amenities – restroom facilities, drinking fountains, seating areas
- Greenway Trail maintenance and connections - tree planting
- Develop Pocket Parks

Image Enhancement – Enhance the “Village feel”:

Promote a high-quality streetscape experience:

- Decorative entrances – awnings/canopies, use of color, natural materials, and artistic details.
- Planters/window boxes.
- Public Art.
- Pedestrian scale lighting.

- Fountains.
- Site Furnishings/Seating.
- Pet drinking stations.
- Preservation of existing historical features.
- Trash and recycling cans.
- Bury public and private utilities.

Use Conditional Overlay Districts (COD's) in conjunction with rezoning cases to:

- Limit uses that are incompatible with the village character.
- Limit size, illumination, placement and number of signs. Prohibit digital signage.
- Encourage design elements compatible with historic development pattern and existing structures, including restrictions on glazing ratios.
- Limit building height through bulk plane regulations. Exceptions to bulk plane requirements are discouraged.
- Require parking lot placement behind buildings where feasible and require attractive landscaping.
- Limit retaining walls in height and require a minimum distance between tiers. Staff recommends no more than eight feet in wall height and a minimum of six feet between tiers.
- Encourage a mix of uses – retail, food and beverage, offices, services, and housing.
- Use the Multi-Family Matrix to determine appropriate density.

Image Enhancement – Protect Natural Features:

- Limit excessive grading, rock blasting, and limit retaining wall height to 8' and distance between tiers to 6'.
- Increase landscaping requirements and inspect projects for compliance.

General Recommendations:

- Relationship building and inclusive communication.
- Emphasize history and character.
- Beautification and landscaping – roundabouts.

Ms. Cox asked about the details on the recommendations and the flood-plain areas and if these stay as only recommendations. Do the Galloway Recommendations work with other departments/partnerships, i.e., City Utilities, etc.

Ms. Hough noted that discussions were detailed but report will remain broad until further recommendations by City Council and the recommendations have worked with other partnerships and have a guide.

Mr. Hosmer noted that any rezoning would require a Conditional Overlay District that would have elements of the recommendations.

Mr. Jobe asked about Conditional Overlay Districts and if all rezoning's would require them and standard of proof on referencing the recommendations.

Mr. Hosmer stated that it would be required on any rezoning.

Mr. Woodman noted that a COD is a legislative decision and should not have any issue on standard of proof and would like any other Conditional Overlay District.

Mr. Thomas asked about the delay and Mr. Hosmer stated that it has expired, and projects can go forward.

Mr. Rose asked what would prompt a COD.

Mr. Hosmer stated that it is the area that would recommend a COD.

Mr. Coltrin asked about water quality and the tree canopy and if they need to meet all recommendations on a COD.

Ms. Hough noted that it was brought forward as a concern for the water quality of the creek and needs to be protected forward and for pocket parks can happen on private property and is a broad term.

Mr. Hosmer noted that staff will look at all issues and recommendations on a case by case basis.

Ms. Cox asked again about recommendations because they are only suggestions and projects can still get approved without the required recommendations.

Staff noted that they will look at projects/development and it will also go forward to the Planning and Zoning Commission and see if they fit the recommendations and the City has used policy documents in the past.

Ms. Broekhoven committed that it is a tremendous exercise and hopes the process is vetted on many areas on the Comprehensive Process and great step forward for Galloway

Mr. Doennig opened the public hearing.

Mr. Alex Woodson, 202 S. John Q. Hammons Parkway, thanked the staff for their work, however would like to remove the Battlefield and Lone Pine area on the Southwest corner (parcel) and should tie to the commercial type of development on Battlefield. They also have concern about the policy document for the future by signaling to areas/neighborhood for patchwork development.

Mr. Geoff Butler, 319 N. Main, stated that this policy will stop development in the Galloway area due to costs and now with the COD they will have to have design-work, and this will drive costs up in order to meet the vague recommendations. Wants to focus on the Comprehensive Plan and not just people who have made a lot of noise. Questioned the Southwest corner (parcel) listed in the recommendations and would like it to be taken out.

Mr. Rose questioned why the development was stopped.

Mr. Butler noted that it was too restricted on uses and the prospective buyer could not make it work.

Ms. Betsy Johnson, 3728 S. Elmview, Vice-President of Galloway and welcomes this 1st step and would like to have restricted building heights, density and keep the natural environment.

Mr. John Griesemer, 3253 E. Chestnut, has issues about the policy and thinks it sets a precedence and would like to use the Master Plan versus pocket recommendations.

Mr. Duwane Johnson, 3766 S. Broadway, voiced his concerns on the word "recommendations" and feels that it is confusing.

Mr. Jim Carson, 2119 E. Division, has lived in the Galloway area and has preserved his property as a green space, but now wants to retire and wants to sell his property as a retirement plan.

Mr. Doennig closed the public hearing.

Mr. Thomas asked about the Overlay District (Urban Conservation District) like Rountree has.

Ms. Hough noted that the timing on an Overlay District would take considerable time but moving forward with an adopted policy and during the Comprehensive Plan process can look at future land use.

Ms. Cox asked about base requirements and that this policy document is on based recommendations and to be used during rezoning.

Mr. Hosmer noted that it is correct for rezoning that would require a COD.

Mr. Coltrin asked about removing the Southwest corner (parcel) from the recommendations.

Ms. Hough noted that City Council wanted that property in the recommendations and in the Administrative Delay area.

Mr. Doennig asked about allowed uses on the property by a restrictive COD, would the proposed policy apply to the current recommendations and would it be reviewed against the policy. Question on the Commercial Street policy document and what format was used.

Mr. Woodman noted that it would be reviewed against the policy and Ms. Hough noted that the Commercial Street policy process was in depth and the Galloway's policy process is similar but completely separate issues and gave examples.

Mr. Doennig asked about this policy documents and UCD's if this is a new concept.

Mr. Hosmer noted that most are codified and have plans that are referred to and also gave examples of UCD's throughout the city, noting that this is not a new concept.

Mr. Coltrin asked about Center City and Commercial Street zoning/development.

Ms. Hough noted that Center City zoning is to be compatible with the type of activity and development in a pedestrian friendly area giving out different examples and stated that Commercial Street was an area that needed incentives for development.

Mr. Rose asked if Commission is being asked to vote on the recommendations, noting that they are very vague and is concerned for potential developers or current owners who are in the development process required to do a COD. Would like to see something more specific on the recommendations or flexibility requiring the COD.

Mr. Doennig noted his difficulty by the prospective of the ambiguity in the recommendation, would have liked more quantifiable in the amount of time for the stakeholders and believes that the City is already using similar tools for other recommendations for other developments. Believes that this is a step in the right direction and would encourage more specifics that can be used and will be supporting the recommendations.

Mr. Coltrin noted his concern on the Southwest corner (parcel) and would like it to be removed from the recommendations. The other concerns are that these are not guidelines, but rules and this will be difficult for development since the ambiguities are so broad and does not believe counting trees in Galloway is productive and wants more concise lines in the recommendations.

Mr. Doennig noted that the Commission can remove the Southwest corner.

Mr. Hosmer noted that the Commission can make a recommendation to remove the corner.

Ms. Cox asked about the policy boundaries for the Galloway Grill and Ms. Hough noted that they want to be in the policy boundary, but not a Community Improvement District boundary, which they are not.

COMMISSION ACTION 1: (August 15, 2019)

Mr. Coltrin motioned to **approve** Amendment to remove parcels from the Galloway Recommendations on the Southwest and Southeast area (Along Lone Pine Avenue, south of Battlefield Road). Mr. Rose seconded the motion. Ayes: Doennig, Coltrin, Ogilvy, Thomas, Cox, Broekhoven, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler.

COMMISSION ACTION 2: (August 15, 2019) – Tabled due to tied vote

Ms. Cox motioned to **approve** Galloway Recommendations (Along Lone Pine Avenue, south of Battlefield Road). Ms. Ogilvy seconded the motion. Ayes: Doennig, Ogilvy, Cox, and Broekhoven. Nays: Coltrin, Thomas, Rose, and Jobe. Abstain: None. Absent: Shuler.

COMMISSION ACTION: (September 12, 2019) – Tabled due to lack of 5 votes for or against

Mr. Rose motioned to **approve** Galloway Recommendations (Along Lone Pine Avenue, south of Battlefield Road). Ms. Cox seconded the motion. Ayes: Doennig, Shuler, and Cox. Nays: Coltrin, Thomas, Rose, and Jobe. Abstain: None. Absent: Ogilvy and Broekhoven

COMMISSION ACTION: (October 10, 2019) – Goes forward to CC as a denial due to lack of 5 votes for or against

Mr. Rose motioned to **approve** Galloway Recommendations (Along Lone Pine Avenue, south of Battlefield Road). Ms. Cox seconded the motion. Ayes: Doennig, Ogilvy, and Cox. Nays: Coltrin, Thomas, Rose, and Jobe. Abstain: None. Absent: Shuler and Broekhoven

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is written over a horizontal line. The signature is enclosed in a thin black rectangular box.

Bob Hosmer, AICP
Planning Manager

WHEREAS, upon acceptance of the ICJR Grant, the City will utilize the ICJR Grant funds to contract with The Victim Center and Harmony House to provide two victim advocates, one from each organization, which will be housed at the Springfield Police Department.

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 accept Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant funds in the amount of \$500,000.00 from the United States Department of Justice, Office on Violence Against Women, for receipt and use by the Springfield-Greene County Health Department (“SGCHD”), and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – The budget of the SGCHD, for Fiscal Year 2018-2019, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 015 in the Amount of \$500,000.00, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

Section 3 – City Council finds that the budget adjustment made above has been recommended by the City Manager.

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

Section 5 – City Council hereby finds and declares that this Ordinance authorizes the acceptance of grant funds from the United States Department of Justice and may be passed as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a contract for the acceptance of grant funds from a state or federal agency. This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

80 Approved as to form: , Assistant City Attorney
81
82
83 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019 - 238

FILED: 10-15-19

ORIGINATING DEPARTMENT: Health

PURPOSE: Authorizing the City Manager, or his designee, to accept funding from the United States Department of Justice, Office on Violence Against Women in the amount of \$500,000.00 for the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant; and amending the budget of the Springfield-Greene County Health Department for the Fiscal Year 2019-2020 in the amount of \$500,000.00.

BACKGROUND INFORMATION: The United States Department of Justice, Office on Violence Against Women administers the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant Program. That grant program has the general purpose of encouraging state, local, and tribal governments and courts to treat domestic violence, dating violence, sexual assault, and stalking as serious violations of criminal law requiring the coordinated involvement of the entire criminal justice system. One of the specific purpose areas of the grant program is to strengthen legal advocacy service programs and other victim services for victims of domestic violence, dating violence, sexual assault, and stalking, including strengthening assistance to such victims in immigration matters.

For the purpose of strengthening victim advocacy services, the City of Springfield partnered with The Victim Center and Harmony House to apply for grant funds and were awarded \$500,000.00. The grant funds will be utilized to hire two victim advocates, one an employee of The Victim Center and one an employee of Harmony House, who will be housed full time at the Springfield Police Department. For purposes of the grant application, the City was designated as the lead agency and will use the grant funds to contract with The Victim Center and Harmony House to fill those advocate positions.

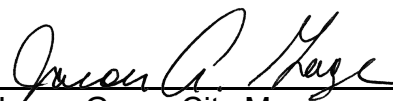
REMARKS: Pursuant to federal regulations, the Police Department may not serve as the lead applicant on this grant. The application was made on behalf of the City of Springfield, which is an eligible applicant, in partnership with the Victim Center and Harmony House. The Springfield-Greene County Health Department will accept and distribute the grant funds on behalf of the City.

Submitted by:

Approved by:



Clay Goddard, Director
Springfield-Greene County Health Department



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
015

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25330	11	50010	416010			\$ 500,000	U.S. Department of Justice grant revenues
Net Revenue Adjustment						\$ 500,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25330	11	50010	504580			\$ 500,000	Other Professional Services - victim services
Net Expenditure Adjustment						\$ 500,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate United States Department of Justice federal funding for the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault and Stalking Grant (ICJR Grant) to strengthen legal advocacy service programs and other services for victims.

Requested By:

W.C. Gaddard 10/16/19
Department Head Date

Approved By:

D.J. Hill 10/16/19
Director of Finance Date

Authorization:

Council Bill No. 2019-238
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. X
Pgs. 104
Filed: 10-15-19

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 -239

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Redevelopment Plan submitted by the STL 505 Redevelopment
2 Corporation for the redevelopment of an area generally located at 501
3 through 517 East Saint Louis Street; declaring the area in such plan to be
4 a blighted area and its redevelopment necessary for the preservation of
5 the public peace, prosperity, health, safety, morals, and welfare;
6 authorizing certain tax abatement within the plan area; and authorizing
7 the City Manager to execute an agreement with the Redevelopment
8 Corporation relating to the implementation of the Redevelopment Plan.
9 (Staff recommends approval.)
10 _____
11

12 WHEREAS, Chapter 353, RSMo. authorizes tax abatement for projects located in
13 areas that have conditions of blight, when a proper redevelopment plan is developed and
14 carried out for such projects; and
15

16 WHEREAS, an application for tax abatement pursuant to Chapter 353, RSMo. for a
17 project known as the STL 505 Redevelopment Area ("Redevelopment Area") has been
18 submitted by the STL 505 Redevelopment Corporation ("Corporation"), a corporation duly
19 organized pursuant to the Urban Redevelopment Corporations Law, together with a
20 redevelopment plan, a blight report, and tax impact analysis for the property generally
21 located at 501 through 517 East Saint Louis Street, within the City limits of Springfield,
22 Missouri; and
23

24 WHEREAS, the Land Clearance for Redevelopment Authority ("LCRA") reviewed the
25 Blight Report and Redevelopment Plan at its October 8, 2019 meeting and recommended
26 that the Redevelopment Area be declared blighted; and
27

28 WHEREAS, the Planning and Zoning Commission ("Commission") reviewed the
29 Redevelopment Plan for consistency with the Comprehensive Plan on October 10, 2019,
30 and the Commission supported the redevelopment plan as proposed; and
31

32 WHEREAS, proper notice has been provided as required by applicable law, to the
33 public, all affected taxing jurisdictions, and all property owners within the Redevelopment
34 Area of the public hearing on the request for tax abatement; and
35

36 WHEREAS, City Council held a public hearing on October 21, 2019, notice of which
37 was properly given, and all interested parties, including affected political subdivisions were
38 given the opportunity to be heard on such request; and
39

40 WHEREAS, City Council, after all interested parties were given an opportunity to be
41 heard, has elected to approve the Redevelopment Plan submitted by the Corporation.
42

43 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
44 SPRINGFIELD, MISSOURI, as follows, that:
45

46 Section 1 – The application for approval of the Redevelopment Plan of the
47 Corporation for the redevelopment of the area generally located at 501 through 517 East
48 Saint Louis Street in Springfield, Missouri, on file in the office of the City Clerk, is
49 incorporated by reference herein as if copied verbatim, and the Redevelopment Plan of the
50 Corporation contained therein is hereby approved.
51

52 Section 2 – City Council finds and declares that the area described in the aforesaid
53 Redevelopment Plan submitted by the Corporation, and more particularly described in
54 “Exhibit 1,” which is attached hereto and incorporated herein by this reference, as the
55 Redevelopment Area, is a blighted area as defined by Section 353.020(2), RSMo, and the
56 redevelopment thereof is necessary for public convenience and necessity; and that
57 approval of the Redevelopment Plan and construction of the redevelopment project
58 described therein are necessary for the preservation of the public peace, prosperity, health,
59 safety, morals, and welfare.
60

61 Section 3 – After review of the Tax Impact Analysis, which is attached hereto and
62 incorporated herein by this reference as “Exhibit 1 – Exhibit F,” copies of which were
63 provided to the affected taxing jurisdictions, the Corporation, upon executing an agreement
64 with the City, to be in substantially the same form as the document attached hereto and
65 incorporated herein by this reference as “Exhibit 2,” partial real property tax abatement, and
66 payment in lieu of taxes (“PILOTs”), is hereby granted as follows: real property acquired by
67 the Corporation shall not be subject to assessment or payment of general ad valorem taxes
68 for a period of ten (10) years after the date upon which the Corporation becomes the owner
69 of the property, except to the extent and in such amount as may be imposed upon real
70 property during such period measured solely by the amount of the assessed valuation of the
71 land, exclusive of improvements, as was determined by the assessor of Greene County, in
72 which such property is located for taxes due and payable during the calendar year
73 preceding the calendar year during which the Corporation acquired title thereto; and after
74 the expiration of ten (10) years, such real property, including improvements, shall be
75 exempt for an additional five (5) years to the extent of ad valorem taxes on such property
76 measured by the assessed valuation thereof at the rate of 50 percent of the true value of
77 such property including improvements, provided that such abatement shall continue only so
78 long as the property is used in accordance with the Redevelopment Plan and Agreement
79 approved herein.
80

81 Section 4 – The Corporation shall make annual payments in lieu of taxes (“PILOTs”)
82 as set out in the Redevelopment Agreement, which is attached hereto and incorporated
83 herein as “Exhibit 2.”
84

85 Section 5 – The Corporation shall acquire the real property in the Redevelopment
86 Area, on or before the date specified in “Exhibit 2,” if such property is not so acquired within
87 said period all development rights, including tax abatement, shall expire.
88

89 Section 6 – The City Manager shall take all steps necessary to inform the Greene
90 County Assessor of the granting of such and the passage of this Ordinance.
91

92 Section 7 – The City Manager is further authorized to enter into an agreement with
93 the Corporation which is in substantially the same form and content of “Exhibit 2.” In the
94 event of any conflicts or differences between the provisions of the Redevelopment Plan and
95 the Redevelopment Agreement, the Redevelopment Agreement shall govern and the
96 Redevelopment Plan shall be deemed to be amended accordingly.
97

98 Section 8 – The sections of this Ordinance shall be severable. In the event any
99 section of this Ordinance is found by a court of competent jurisdiction to be invalid, the
100 remaining sections of this Ordinance shall be deemed to be valid, unless the court finds the
101 valid sections of this Ordinance are so essentially and inseparably connected with, and so
102 dependent upon the void sections, that it cannot be presumed that City Council would have
103 enacted the valid sections without those deemed invalid; or unless the court finds that the
104 valid sections, standing alone, are incomplete and are incapable of being executed in
105 accordance with the legislative intent.
106

107 Section 9 – This Ordinance shall be in full force and effect from and after passage.
108

109 Passed at meeting: _____
110

111 _____
112 Mayor
113

114 Attest: _____, City Clerk
115

116 Filed as Ordinance: _____
117

118 Approved as to form: Richard T. Widen, Assistant City Attorney
119

120 Approved for Council action: Jason R. Hays, City Manager
121
122

EXPLANATION TO COUNCIL BILL 2019-239

FILED 10-15-19

ORIGINATING DEPARTMENT: Department of Planning and Development

PURPOSE: To approve a Redevelopment Plan submitted by the STL 505 Redevelopment Corporation for the redevelopment of an area generally located at 501-517 East Saint Louis Street; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (Staff recommends approval.)

BACKGROUND INFORMATION: Chapter 353, Missouri Revised Statutes (“RSMo”) and Chapter 40, of the Springfield City Code authorize the establishment and use of Urban Redevelopment Corporations for purposes of redeveloping blighted areas. According to the Statute, the City of Springfield, may grant up to 25 years of partial real property tax abatement to blighted properties located within designated redevelopment areas that are acquired by urban redevelopment corporations and redeveloped in accordance with approved redevelopment plans.

STL 505 Redevelopment Corporation has filed an application requesting partial real property tax abatement pursuant to Chapter 353, Missouri Revised Statutes (RSMo) for a proposed redevelopment project generally located at the northeast corner of the intersection of East Saint Louis Street and North Benton Avenue. The Redevelopment Area consists of four parcels of land that are individually addressed at 501, 505, 511, and 517 East Saint Louis Street, which together encompass approximately 1.8 acres. The Area is currently occupied by two vacant, single-story commercial buildings at 501 East Saint Louis Street, as well as the remnants of the parking lot and building foundation of the former Arbor Motel at 505 East Saint Louis Street, which was demolished in 2007. The remainder of the Redevelopment Area at 511 and 517 East Saint Louis Street is currently unimproved.

Blight

Section 353.020, RSMo, defines a “blighted area” as:

That portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes.

The Applicant has submitted a blight report providing evidence, including

photographs, which supports a declaration of blight. The Land Clearance for Redevelopment Authority reviewed the blight report at their October 8, 2019 meeting and recommended that this area be declared a blighted area by a vote of 5 to 0.

The Redevelopment Plan proposes to demolish the existing structures and construct a new 193-unit student housing development that will accommodate approximately 526 students. The development will consist of a single five-story building that will contain a mixture of studio and one-, two-, three-, and four-bedroom dwelling units that will be oriented around two courtyards. The entire first-floor frontage along East Saint Louis Street will be dedicated as amenity space for a lobby, lounge, study room, fitness center, and coffee shop. Additional amenity space will be provided in the two courtyards, which will feature a swimming pool, a dog park, grilling areas, outdoor seating, fire pits, and open space. The development will also include a 171-space parking garage in the basement level, which will be accessible from North Benton Avenue. Said parking garage will provide off-street parking at the rate of approximately one space per three bedrooms, with the remaining parking demand being supplied off-site.

The Planning and Zoning Commission reviewed the Redevelopment Plan at their October 12, 2019, meeting. The Commission found the Plan to be in conformance with *Springfield-Greene County Comprehensive Plan* and recommended that it be approved by a vote of 7 to 0.

Per Chapter 353, RSMo, the City may authorize up to 25 years of partial real property tax abatement to blighted properties located within designated redevelopment areas that are acquired by urban redevelopment corporations and redeveloped in accordance with approved redevelopment plans. During the first ten years, 100 percent of the incremental increase in real property taxes on the land along with 100 percent of the real property taxes on the improvements are abated. During this period, the Developer continues to pay real property taxes based on the assessed value of the land during the year preceding the Redevelopment Corporation obtaining title of the Redevelopment Area. During the remaining 15 years of tax abatement, at least 50 percent of real property taxes on both the land and improvements are abated.

The Developer requests City Council to authorize real property tax abatement that will effectively provide for only the initial 15 years of abatement. During the initial 10-year period, 100 percent of the incremental increase in real property taxes on the land along with 100 percent of the real property taxes on the improvements will be abated. The Developer will continue paying property taxes on the existing value of the land. To ensure the affected taxing jurisdictions avoid a net decrease in revenue because of the abatement, the Developer will make annual payments in lieu of taxes ("PILOTs") during this ten-year period that are equal to the property taxes that were due on the improvements during the year preceding the Redevelopment Corporation obtaining title of the Redevelopment Area. During the following five years, real property taxes will be abated based on 50% of the assessed value of the land and improvements. Upon conclusion of 15 years of partial property tax abatement, the City and the Developer will

seek to repeal the Redevelopment Plan, thus terminating the abatement early. Should Chapter 353, RSMo prohibit repealing the Plan and terminating the abatement early, the Developer agrees to make annual PILOTs during the remaining 10-year abatement period in an amount equal to the abated taxes. Per the Redevelopment Agreement attached to this Bill and the statute, such PILOTs will be collected by the County Collector and distributed among the affected taxing jurisdictions on the same pro rata basis and in the same manner as the real property taxes received by each of taxing jurisdiction in the year such payments are due.

According to the tax impact analysis, the affected taxing jurisdictions could collect \$1,263,955 of additional real property tax revenue over the next 15 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

The City of Springfield's *Economic Development Incentives Policy Manual* states that requests for discretionary incentives, such as partial real property tax abatement pursuant to Chapter 353, RSMo, will only be granted at the level necessary to make the project financially feasible, and they shall meet the "but for" test. In other words, the applicant must demonstrate that the project would not occur, would only occur at a significantly smaller scale, or would not be financially stable, or that public benefit would not occur but for receiving the tax abatement. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. To that end, the Applicant provided two 15-year project pro forma financial statements (one with tax abatement, one without), each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital.

The projections provided in the Applicant's pro forma financial statements indicate 15 years of partial real property tax abatement may be necessary for this project to proceed. However, the projections are not entirely supported by current market data as contained in an appraisal report that was furnished by a qualified third party on the Applicant's behalf. Although the Applicant's projections show a greater need for abatement than the appraisal report indicates, staff believes the project will provide an overriding public benefit that justifies the 15 years of abatement.

One of the goals of the *Center City Plan Element* of the *Springfield-Greene County Comprehensive Plan* is to transform the Greater Downtown District, which includes the Park Central Square, University Plaza, Walnut Street and Missouri State University sub-districts, into a well maintained, attractive, and inviting environment area for people of all ages that is alive with business, shopping, and visitors. In order to achieve this goal, the *Center City Plan Element* recommends promoting the emergence of a residential base, as well as increasing the diversity and compactness of land uses throughout Greater Downtown.

Furthermore, the Plan recognizes the subdistricts within the Greater Downtown District are separated from one another and do not effectively function as a single unified entity. It specifically mentions how the downtown commercial core is separated from University Plaza by a mixture of isolated, auto-oriented buildings. The Plan recommends unifying and linking these subdistricts with streetscape enhancements and by filling voids in the building pattern with new development.

The Redevelopment Plan supports these recommendations by proposing to redevelop a vacant and underutilized site located along East Saint Louis Street, which is the primary linkage between Park Central Square and University Plaza, into a high-density student housing development. The new development will provide a substantial public benefit by removing blight, filling a void in the building pattern, and enhancing the streetscape along East Saint Louis Street, as well as bringing hundreds of new residents to the area, which will increase pedestrian and business activity.

REMARKS: The Land Clearance for Redevelopment Authority, Planning and Zoning Commission, and Staff recommend approval.

Submitted by:



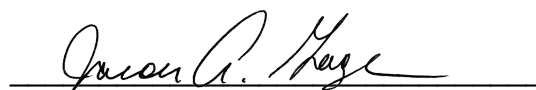
Sarah Kerner, Economic Development Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

Exhibit 1

**BLIGHT REPORT
&
REDEVELOPMENT PLAN
FOR THE
STL 505
REDEVELOPMENT AREA
SPRINGFIELD, MISSOURI**

August 13, 2019

TABLE OF CONTENTS

Blight Report

General	1
Introduction	1
Redevelopment Area Description	1-2
Blight Defined	2
Evidence In Support of Blight	2-5
Impact of Redevelopment Area's Blighted Conditions	5
Conclusion	5

Redevelopment Plan

Introduction.....	1
Description of the Project	2-4
Redevelopment Plan Requirements	4-5
Land Use Plan	5-6
Execution of the Project.....	6
Other Provisions.....	7

Addenda

Map of Redevelopment Area	Exhibit A
Legal Description of Redevelopment Area.....	Exhibit B
Site Photos	Exhibit C
Reserved.....	Exhibit D
Appraisal.....	Exhibit E
Tax Impact Analysis	Exhibit F
Redevelopment Plans/Specs and Renderings	Exhibit G
Estimated Construction Costs (Project Budget)	Exhibit H
Operating Expenses/Projected Income	Exhibit I
Urban Redevelopment Corporation/Developer	Exhibit J

Blight Report

I. General:

First enacted in 1943, Chapter 353 of the Missouri Revised Statutes is designated as “The Urban Redevelopment Corporations Law” (“**Chapter 353**”). The purpose of Chapter 353 is to involve private enterprises in the task of eliminating “blighted areas.” Under Chapter 353, municipalities are authorized to provide twenty-five year tax abatements in exchange for the redevelopment of “blighted areas” under approved plans. Redevelopment under Chapter 353 may include reconstruction or rehabilitation of blighted areas for industrial, commercial, residential or public structure use.

Tax abatement is only available to for-profit Urban Redevelopment Corporations organized pursuant to Chapter 353 and can only be extended to real property that has been found to be a “blighted area” by the municipality.

Once a municipality approves tax abatement under Chapter 353, the abatement is available for a period of twenty-five years provided blight is remediated and the redevelopment area is redeveloped in accordance with a redevelopment plan approved by the municipality. During the first ten years, the property is not subject to real property taxes except in the amount of real property taxes assessed on the land, exclusive of improvements, during the calendar year preceding the calendar year during which the Urban Redevelopment Corporation acquired the property. During the next fifteen years, the real property may be assessed at up to fifty percent of its true value. “True Value” is defined as the assessor’s assessed valuation of the property, based upon its fair market value at the time. After this twenty-five year period, the real property will be subject to assessment and payment of all ad valorem taxes based on the true value of the property.

II. Introduction:

This Blight Report for the STL 505 Redevelopment Area (this “**Blight Report**”) is made for the purpose of documenting the blighted conditions affecting the proposed Redevelopment Area (as hereinafter defined). This Blight Report will demonstrate (i) that the Redevelopment Area is a “blighted area” under Chapter 353 due to its age, inadequate/outmoded design, physical deterioration, and economic underutilization, and (ii) because of the aforementioned conditions, the Redevelopment Area has become an economic and social liability, which is conducive to crime and the inability to generate reasonable taxes.

III. Redevelopment Area Description:

The redevelopment area consists of four tracts of land generally located near the southwest intersection of Benton Avenue and St. Louis Street and commonly known as 501, 503, 505, 511, and 517 E. St. Louis Street, Springfield, Missouri (the “**Redevelopment Area**”). Currently, in the Redevelopment Area, there are two buildings connected by a shared roof and walkway: (i) a one (1) story commercial building addressed as 501 E. St. Louis St. (“**501 Building**”); and a one (1) story commercial building addressed as 503 E. St. Louis St. (“**503 Building**” and collectively with 501 ESTL, the “**Buildings**”). The remainder of the Property is unimproved land.

This Blight Report is specific to the aforementioned real property. The Redevelopment Area is depicted on the map attached hereto and incorporated herein as Exhibit "A," and is legally described on Exhibit "B" attached hereto and incorporated herein.

IV. Blight Defined:

Chapter 353 defines "blighted area" as "that portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration, have become economic and social liabilities, and such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes."¹

V. Evidence In Support of Blight:

The Redevelopment Area is approximately 1.7897 acres of real property and is made up of four (4) tracts of land that are currently zoned CC, Center City District.

The City of Springfield (the "**City**") has recognized that areas which are zoned Center City District were generally developed early in the City's history and may be in need of rehabilitation or redevelopment.² The City of Springfield's Center City Plan Element ("**CCPE**"), which is a component of the Vision 20/20 Springfield-Greene County Comprehensive Plan, describes the overall tone of Center City as one that needs revitalization and new investment.³ Furthermore, the Redevelopment Area was declared to be blighted under the standards set forth in the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act") under Chapter 99 of the Missouri revised Statutes⁴ as it is located within the blighted portion of Springfield that is subject to the Jordan Valley TIF.⁵

Outlined below are the key factors evidencing the Redevelopment Area as "blighted" under section 353.010(2) of the Missouri Revised Statutes.

A. *Obsolescence.* A building becomes functionally obsolete when its use becomes impaired due to its design or inability to serve a user's current needs. Economic obsolescence occurs when external factors, such as a change in market demand, cause a loss in the value of a building or the surrounding property.

The Redevelopment Area is functionally obsolete due in part to the Buildings' deficiencies, which impair the Buildings' utility. Most of the Buildings' components are outdated requiring replacement. Portions of the roof, air conditioning units, waste lines, windows, and wiring would

¹Mo. Rev. Stat. § 353.020(2) (2012).

²See City of Springfield, Missouri Zoning Ordinance, Section 4-3400 (2013).

³See page 2-10 of the CCPE.

⁴Although there are some similarities, the factors demonstrating blight under the TIF Act are not identical to those under the Urban Redevelopment Corporations Law. Under the TIF Act, a "blighted area" is an area which, by reason of the predominance of (1) defective or inadequate street layout, (2) unsanitary or unsafe conditions, (3) deterioration of site improvements, (4) improper subdivision or obsolete platting, or (5) the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use. See Mo. Rev. Stat. § 99.805(1).

⁵ The Redevelopment Area is not located within a TIF project area, so the Jordan Valley Park TIF will not be impacted by extending tax abatement to the Redevelopment Area.

need to be either replaced or removed and most of the roof, electrical, foundation, and other major systems undergo significant professional evaluation and overhaul if it were to ever be rehabilitated for commercial use. However, as part of the Redevelopment Plan, the deteriorated and vacant buildings will be remediated through their removal. The obsolescence of the Buildings has contributed to its continued state of vacancy. The prolonged vacancy itself is cause for fire and safety concerns.

B. *Physical Deterioration.* Physical deterioration refers to any deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Deterioration may be evident in basically sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. Deterioration that is not easily curable, however, and that cannot be accomplished in the course of normal maintenance, includes defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, fascia materials, etc. Deterioration of streets and alleys includes evidence of potholes, cracks, depressions, overgrowth, and poor drainage. Deterioration of sidewalks is evidenced by settled areas, cracks, gravel sections, overgrowth, or depressed curb areas.

As reflected by the attached site photos the Redevelopment Area is in a state of deterioration and disrepair and exhibit an assortment of substandard conditions.⁶ The buildings show physical deterioration and will be remediated through their removal, but the remainder of the Redevelopment Area is also exposed to deterioration that will only be remediated through redevelopment.

501 E. St. Louis Street:

501 E. St. Louis Street exhibits physical deterioration, which contributes to its blight. Moisture stains, cracked and peeling paint, exposed wiring, and exposed ceiling panels show concerns not only with the structural soundness of walls, foundations, and ceiling, but the exposed materials and chipped and cracking paint present a potential environmental hazard that may require remediation within demolition activities of the buildings. Additionally, doors are insecure throughout the building and the HVAC system is not adequately supported by the ceiling structure. More deterioration is exhibited in the structure's exposed electric wiring. Moisture stains and rust can be observed and can result in the electrical system being a fire hazard. In addition, exposed wires are present on the west side of the building and insulation touches wiring in some locations, which are fire hazards.

503 E. St. Louis Street

Similarly, the 503 Building suffers from many of the same characteristics of physical deterioration. This includes exposed wiring, deteriorated ceilings, cracked and peeling paint, evidence of water damage through the ceiling and upper walls indicating roof leaks, and potential issues with the structural soundness of walls, etc. All of these factors raise significant issues with the building structure. Similar to the 501 Building, the exposed materials and chipped and cracking

⁶See Subject Exhibit C.

paint present a potential environmental hazard that may require remediation within demolition activities of the buildings.

The 501 Building and 503 Building photographs reflect a portion of the Redevelopment Area's physical deterioration. All of these factors, which display physical deterioration, increase the need to the redevelopment of the Redevelopment Area

Unimproved Portion of Redevelopment Area

The unimproved portion of the Redevelopment Area has also experienced significant physical deterioration. The site is saturated with broken concrete, weed overgrowth (which has been a source of persistent issues and numerous complaints to the City), existence of broken glass, etc. that make the site unsafe for pedestrians and vehicles.⁷ The condition of the parcels is an impediment to the appearance of the surrounding areas and serves as a detriment to the community image and promotion of residential and commercial activities in the adjacent areas.

C. *Inadequate or Outmoded Design.* The four (4) parcels comprising the Redevelopment Area have unique size features that are hindrances to their potential for development. Viewing the individual parcels in Exhibit A attached hereto shows three parcels are extremely long and narrow and severely limit the potential for the development of individual parcels. 501 ESTL is an exceedingly small corner parcel (less than .25 acres) with two small commercial buildings that have blighting concerns separate from the parcel size. The shape and size of the parcels individually creates issues with the size of potential structures, setbacks, utilities, easements, and a multitude of design and development factors. Consolidation of these lots into a single parcel Redevelopment Area project is the only effective manner in which these parcels can overcome the inadequacy of their shape and size.

Additionally, the parcels have limitations in the utility infrastructure that create unique obstacles to development of the Redevelopment Area. Existing utility capabilities at the site make the Redevelopment Area functionally obsolete for development projects as they do not exist or are not in the size and condition to support redevelopment. Certain overhead power lines will need to be moved, street cuts for sanitary sewer line connections and storm drainage, gas service improvements, etc. are necessary to support improvements in the Redevelopment Area.

D. *Economic Underutilization.* In *Tierney v. Planned Industrial Expansion Authority of Kansas City*, 742 S.W.2d 146, 151 (Mo. 1987), the Supreme Court of Missouri stated that "the concept of urban redevelopment has gone far beyond 'slum clearance,' and the concept of economic underutilization is a valid one." Accordingly, it is proper for a city to base its determination of blight on property being economically underutilized and otherwise not adding to a city's vibrancy. The Redevelopment Area consists of an aging building in poor condition and in need of extensive replacements and repair. As discussed above, the property has become obsolete for functional usage and development.⁸ The prosecution of this Redevelopment Plan will allow the entire Redevelopment Area to be used for its highest and best use, as a residential housing

⁷ See Subject Photos in Ex. C

⁸ See page 44 of the Appraisal.

facility. As a result, the Redevelopment Area qualifies as being economically underutilized, which further supports a finding of blight.

VI. Impact of the Redevelopment Area's Blighted Conditions

Due to the predominance of blighting factors outlined above, the deterioration of the Redevelopment Area contributes to the underutilization of the Redevelopment Area and the Redevelopment Area's appearance discourages new investment and development in the area. Furthermore, in its current condition, the Redevelopment Area is incapable of supporting its highest and best use. To overcome the economic and social liability created by the Redevelopment Area and enable the Redevelopment Area to fully contribute to the community, the blight must be remediated and the Redevelopment Area rehabilitated.

The current condition of the Redevelopment Area also impedes the economic vitality and independence of the City by failing to generate sufficient tax revenue and discouraging reinvestment in, or maintenance of, the Redevelopment Area and the areas that surround it. In its current condition, the Redevelopment Area is assessed at \$229,950.⁹ However, after being rehabilitated, (as hereinafter defined) the Project has the potential to have an assessed value of \$36,997,451.¹⁰ This increase in assessed value would generate an estimated \$1,072,001¹¹ in additional tax revenue to the taxing jurisdictions over the course of the Redevelopment Plan. Thus, the Redevelopment Area's present physical condition and underutilization preventing the development of the redevelopment Area diminishes its potential to generate property tax revenues for the City up to its full potential. Without the comprehensive redevelopment of the Redevelopment Area, its physical condition will continue to deteriorate and its economic efficiency will suffer. Further, due to the current state of the Redevelopment Area, substantial capital investment will be required to remove the blight and redevelop the Building so it can be utilized for its highest and best use, serving as a residential housing development. Without approval by the City of an economic development incentive program, it is unlikely that a developer will invest in the Redevelopment Area due to the prohibitive costs associated with the renovation.

VII. Conclusion

The Redevelopment Area, by reason of age, functional and economic obsolescence, inadequate and outmoded design, physical deterioration, and economic underutilization, has become an economic and social liability, which is conducive to ill health, transmission of disease, crime and the inability to generate reasonable taxes. The Redevelopment Area qualifies as a "blighted area" as defined in section 353.020(2) of the Missouri Revised Statutes. Accordingly, the City of Springfield should determine that Redevelopment Area is blighted.

⁹ See Greene County Assessor's Office Information as summarized in Exhibit F of the Redevelopment Plan.

¹⁰ See page 21 of the Appraisal.

¹¹ See Exhibit F of the Redevelopment Plan.

Redevelopment Plan

I. Introduction

STL 505 Redevelopment Corporation (the “*Developer*”), has prepared the following plan (the “*Redevelopment Plan*”) for the planned rehabilitation of 501-503, 505, 511, and 517 E. St. Louis Street, Springfield, Missouri, into a residential housing development (the “*Project*”).

II. Description of the Project

A. Boundaries of the Redevelopment Area

The area to be redeveloped includes four (4) parcels of land, which will be replatted into one parcel, but are commonly described as 501-503, 505, 511, and 517 E. St. Louis Street, Springfield, Missouri (the “*Redevelopment Area*”). The Redevelopment Area consists of approximately 1.7897 acres of land. A map identifying the Redevelopment Area is attached hereto as Exhibit A and the Redevelopment Area is legally described on Exhibit B attached hereto.

B. Need for Redevelopment

The Developer is currently seeking a blight designation for the Redevelopment Area concurrently with the submission of this Redevelopment Plan. The prosecution of this Redevelopment Plan will eliminate such conditions and create a desirable living environment for residents while increasing the taxable revenues to the City of Springfield. Blight will be remediated in several way, amongst them (1) combining parcels into a uniform site of a size that allows for development free from the restrictive nature of long and narrow individual parcels; (2) the Project will develop the necessary utility infrastructure lacking to support any redevelopment; (3) existing commercial buildings that are vacant and deteriorated will be removed; (4) existing conditions to the current unimproved portions of the parcels (including broken concrete, overgrowth, etc. will be removed; (5) the general economic and social liability of the Redevelopment Area will be replaced with a high quality and attractive development; and (6) tax base of the redevelopment Area will be maximized. The Project will then provide for a reasonable tax base to the City that is lacking with respect to the current Redevelopment Area.

C. Redevelopment Plan Objectives and Strategies

1. Goals of the Springfield - Greene County Comprehensive Plan.

The Redevelopment Area is located within the Center City Study Area (as defined by the City of Springfield’s Center City Plan Element (the “*CCPE*”), which is a component of the Vision 20/20 Springfield-Greene County Comprehensive Plan). The CCPE is a long-term guide for private investments and public improvements for a major part of central Springfield (“*Center City*”).¹² One of the goals of the CCPE is that Center City will continue to be the focal point for higher education and technology development and that Springfield and Center City will be known as “an education and communications city” fulfilling the needs of businesses and students of tomorrow.¹³ Center City includes some of the oldest parts of the Springfield

¹²See page 1-1 of the CCPE.

¹³See page 1-2 of the CCPE.

community and, as demonstrated by the current condition of the Redevelopment Area, it suffers from problems commonly resulting from physical deterioration and economic obsolescence.¹⁴

The Redevelopment Area is located within the downtown vicinity of the City of Springfield and generally in the direction of growth and expansion for Missouri State University (“*MSU*”) who executed an agreement establishing direction for the future physical growth of MSU.¹⁵ This agreement evolved from the desire to redirect the physical expansion of MSU’s campus away from the neighborhoods located to the south and east of MSU and to direct it instead toward Greater Downtown’s core area around Park Central Square.¹⁶ The Project will be a residential development tailored towards college students and will add to the overall housing stock available to students and continue to allow for additional development in line with MSU’s campus expansion toward Park Central Square.

The Greater Downtown District is comprised of two separate centers (University Plaza and Park Central Square).¹⁷ Park Central Square is the older core of the Greater Downtown District offering more of the commercial core and architectural charm of the Greater Downtown District while University Plaza has been developed more recently.¹⁸ The Greater Downtown District has suffered from "little functional, economic or visual relationship between the two greater Downtown centers."¹⁹ The CCPE seeks to encourage development in this area to counter the "deterioration and obsolescence" of the area.²⁰ The CCPE further identifies "[t]he northern and western sides of the central commercial core around Park Central Square" as areas that "show more building deterioration..." and that "[t]he area west of the central commercial core is in need of redevelopment and revitalization...."²¹ The "linkage between Park Central Square and University Plaza would be made most strongly along St. Louis Street."²² Further, the CCPE anticipates that redevelopment in this area would change to "commercial or high density residential."²³ Additional goals in the Greater Downtown District, specifically in the Redevelopment Area include infilling empty spaces between buildings which thereby eliminates a negative and inhospitable appearance of vacancy and underdevelopment (particularly to the north and west of Park Central Square), bring housing into the area with particular aims for mid-rise density, and the inclusion of structured parking elements.²⁴

The Growth Management and Land Use Plan (“*Land Use Plan*”), which is another component of the Vision 20/20 Springfield-Greene County Comprehensive Plan, indicates that the Redevelopment Area and surrounding property is an appropriate area for medium or high density housing. The Land Use Plan also identifies Center City as an Activity Center.²⁵ The Land Use

¹⁴See page 2-10 of the CCPE.

¹⁵See page 3-38 of the CCPE.

¹⁶See page 3-38 of the CCPE.

¹⁷See page 3-14 of the CCPE

¹⁸ *Id.*

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² See page 3-17 of the CCPE.

²³ *Id.*

²⁴ See page 3-38 of the CCPE.

²⁵See page 18-34 of the Land Use Plan. Now referencing City Center

Plan states that one of its objectives for areas identified as Activity Centers is that plans should promote additional or new employment, intensified retail business, higher density housing, and convenient transit service.²⁶ The Redevelopment Area is located in the Greater Downtown District just to the northwest of the MSU Activity Center. In addition, the Redevelopment Area conforms to the guidelines for higher-density residential uses, as described in the Land Use Plan. In addition, the Redevelopment Area conforms to the guidelines for higher-density residential uses, as described in the Land Use Plan.

2. Redevelopment Plan Objectives and Conformance with the Goals of the Springfield - Greene County Comprehensive Plan.

The implementation of this Redevelopment Plan will transform the Redevelopment Area into an attractive location for tenants to reside. This will also help to create additional interest and activity in Center City and more specifically serve as a high quality project that brings economic vitality and visual charm to the area between Park Central Square and University Plaza in the Greater Downtown District that has been identified in the CCPE as lacking. The Project conforms to and promotes the ideals of development in an area of need that connects centers within the Greater Downtown District, provides a high density residential housing development as anticipated and desired by the CCPE, improves the overall appearance of the Greater Downtown District by removing vacant and inhospitable areas of deterioration, fills empty spaces between buildings in the area, incorporates elements of structured parking, and provides a Project that encourages a pedestrian friendly environment. The Redevelopment Plan also conforms to the preferred concept of the CCPE that "[a] relatively uniform mid-rise scale of buildings that cover a large amount of land area are preferable to a few very tall buildings with 'dead' spaces between them."²⁷

Moreover, the Redevelopment Plan will allow for additional development and housing within the Center City Activity Center and will provide for medium to higher density housing as called for by the Land Use Plan. Additionally, the rehabilitation of the Redevelopment Area will increase the taxable revenues to the City, while placing a greater portion of Center City in congruence with the visions of the CCPE discussed above.

III. Redevelopment Plan Requirements

A. Overview

The Redevelopment Plan provides for a residential use with a small commercial space. The new development is being designed to complement the look and style, scale, and intensity of desired in the City Center area. It is expected that the Redevelopment Plan will in-turn encourage and foster private investment in the surrounding areas. In addition, the safety of the Redevelopment Area (both real and perceived) will improve due to the increase in activity and investment.

The intent of this Redevelopment Plan is to encourage needed and desired residential and commercial redevelopment through partial real property tax abatement. The existing zoning

²⁶See page 18-28 of the Land Use Plan.

²⁷ See page 3-40 of the CCPE.

classifications for the Redevelopment Area is CC-City Center. There are four (4) parcels in the Redevelopment Area that will be consolidated into one site parcel for development.

B. *General Maintenance Guidelines*

All structures, equipment, paved areas, and landscaped areas shall be maintained in a good and safe condition both inside and outside, structurally and otherwise, including any necessary painting.

C. *Design Guidelines*

All projects subject to this Redevelopment Plan should utilize good quality materials and be designed to complement existing development within the downtown area, encourage pedestrian activity, and contribute to a harmonious streetscape. All sides of buildings visible to the public, whether viewed from a nearby property or a roadway, shall display a similar level of quality and architectural finish.

IV. *Land Use Plan*

A. *Former and Existing Land Use*

There are currently two (2) structures in the Redevelopment Area. Currently, the two (2) structures are owned by the Developer who recently acquired the properties from Benton Avenue, LLC. The structures have separate addresses but are connected via a roof life and shared walkway and total approximately 3,366 sq. ft. The structures are currently vacant but were previously utilized as commercial office space. The larger Redevelopment Area has been utilized previously to support an old motel, bank structure, and other commercial retail space.

B. *Proposed Land Use*

The proposed Project will involve the development of one hundred and ninety-three (193) apartment units further described as forty-five (45) studio; five (5) one-bed/one bath; forty-one (41) 2-bed/2-bath; fourteen (14) three-bed/three-bath; and eighty-eight (88) four-bed/4-bath units plus one (1) manager unit. The apartments will accommodate approximately five hundred and twenty-six (526) residents. The structures currently addressed at 501 E. St. Louis St. and 503 E. St. Louis St. will be demolished. Site plans and plans and specifications for the Project are attached hereto ad Exhibit G and incorporated herein.

The Project also intends to incorporate a fitness/recreation room, study center, bike storage, dog park, and laundry facilities that will be accessible to tenants. Two courtyards will be incorporated into the design, one that is focused on study areas that provides benches, plug-ins, etc. and another that is more social that provides amenities such as cabana space, a walk-in wading space, patio, etc. A small retail space for retail or a coffee shop is anticipated but comprising only about 1,500 sq. ft. of space.

While zoning does not require a minimum level of parking availability, the Project intends to incorporate parking on-site as part of the Project design and will additionally consider off-site parking options to support the residents of the Project.

C. *Existing and Proposed Zoning*

The Redevelopment Area is currently zoned CC, Center City District and no rezoning will be required.

D. *Regulations and Controls*

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances.

V. Execution of the Project

A. *Execution*

The Developer or its successors in interest will be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

B. *Land Acquisition*

The Developer currently owns the land and improvements in the Redevelopment Area. The Developer does not plan to acquire any additional land. No eminent domain will be needed for land acquisition.

C. *Financing*

Please refer to *Source and Use of Funds* as contained in Exhibit F of the Redevelopment Plan.

D. *Disposition of Property*

No property is proposed to be disposed of within the Redevelopment Area.

E. *Plan for Relocation Assistance*

The existing buildings are currently vacant and as such, there is no need for relocation assistance.

F. *Redevelopment Schedule and Estimated Dates of Completion Redevelopment*

The Developer estimates that the Project will be completed in accordance with the following schedule:

- Project Schedule
 - ☐ Pre-Construction (Inspections/Permits): October 2019
 - ☐ Site Work (Demolition): October 2019
 - ☐ Construction of Building: Completed by December 2020

VI. Other Provisions

A. *Compliance with State and Local Law*

All redevelopment activities shall comply with the Springfield Zoning Ordinance and all other applicable state and local laws.

B. *Population Density*

The Project will consist of one hundred ninety-three (193) units on a 1.7897 acre site. Population densities, land coverage, and building intensities within the Redevelopment Area are projected to increase after redevelopment and will be regulated according to the City's Zoning Ordinance.

C. *Public Facilities*

The Redevelopment Plan is not anticipated to require any additional schools, parks, recreational and community facilities, or other public facilities. Additional water, sewerage, other public utilities, or sidewalks upgrades and/or relocations will be necessary. The cost of such improvements will be borne by the Property Owner who is implementing the development. Improvements and upgrades to the existing streets shall be encouraged, and if feasible, when projects require the installation of new utility lines such lines should be located underground. While the Project does have on-site parking (though current zoning does not require parking), additional public/on-street parking will likely exist to accommodate the Project's parking demand.

EXHIBIT A

[MAP OF REDEVELOPMENT AREA ATTACHED]

1. Individual Parcels to be consolidated: Figures A-1, A-2, A-3, and A4
2. Redevelopment Area (Google Earth) Figures A-5 and A-6
3. Redevelopment Area (Parcel Map) Figure A-7
4. Redevelopment Area (Architect ground level perspective)

Figure A-1: 511 E. St. Louis Street

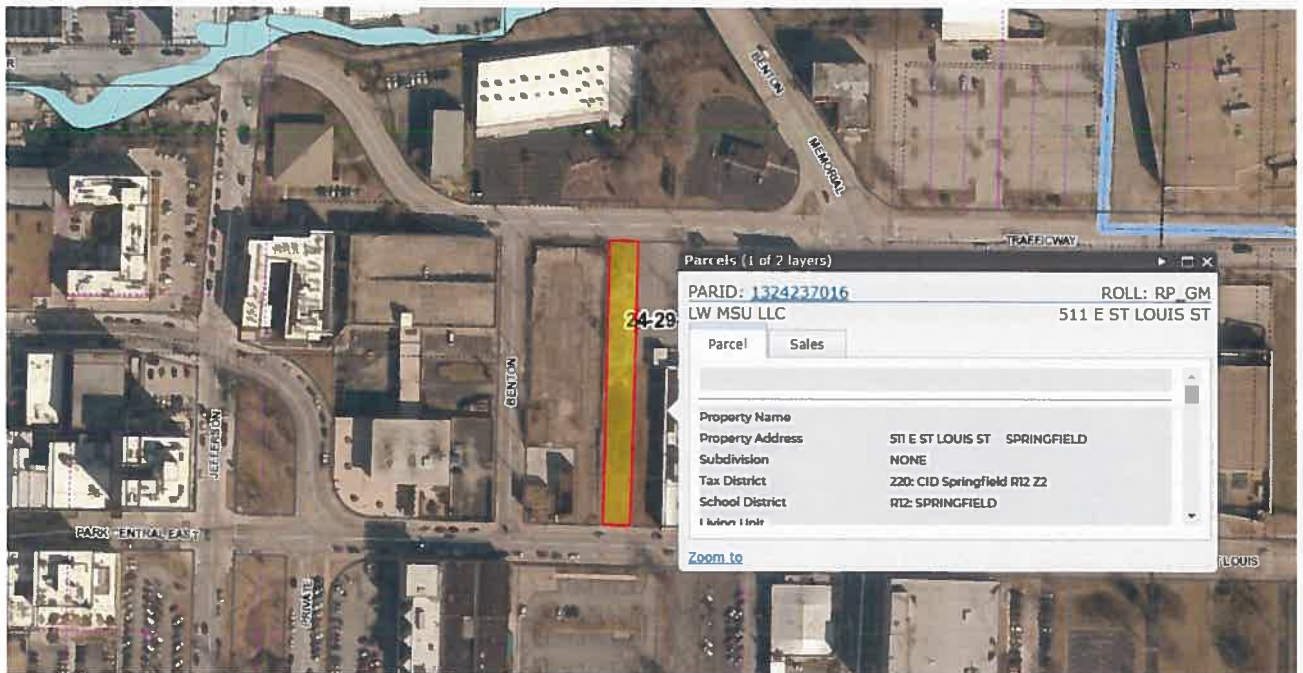
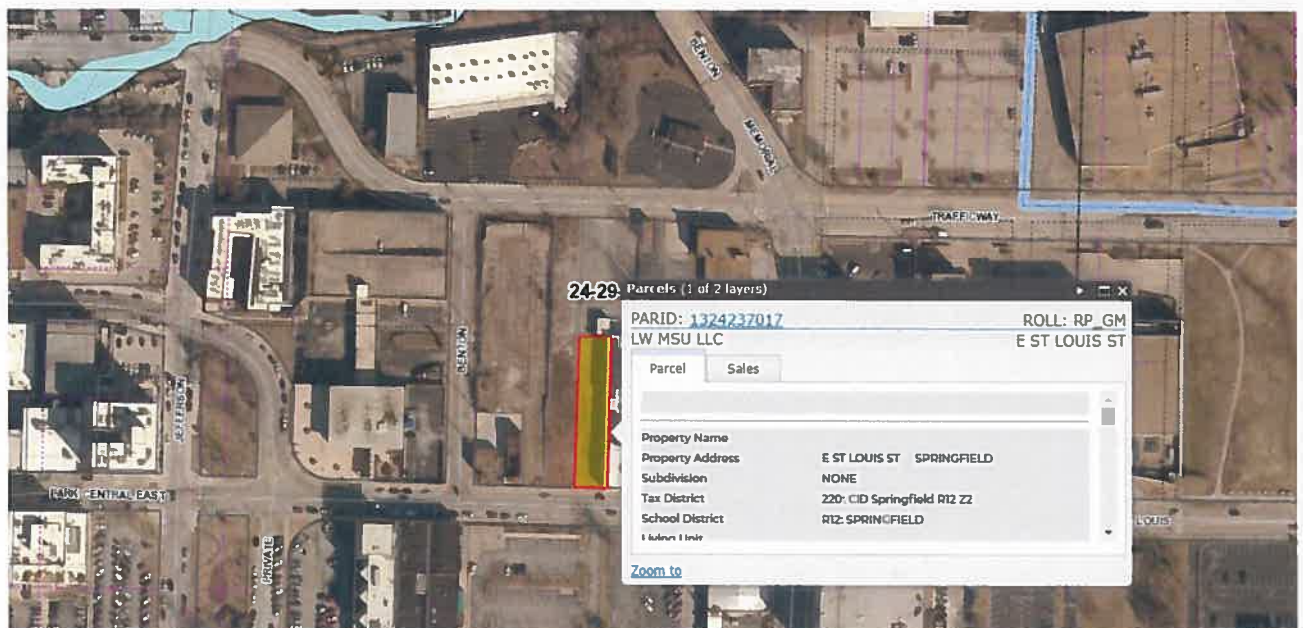


Figure A-2: 517 E. St. Louis Street



WA 8770504.3

WA 13261570.1

Figure A-3: 505 E. St. Louis Street

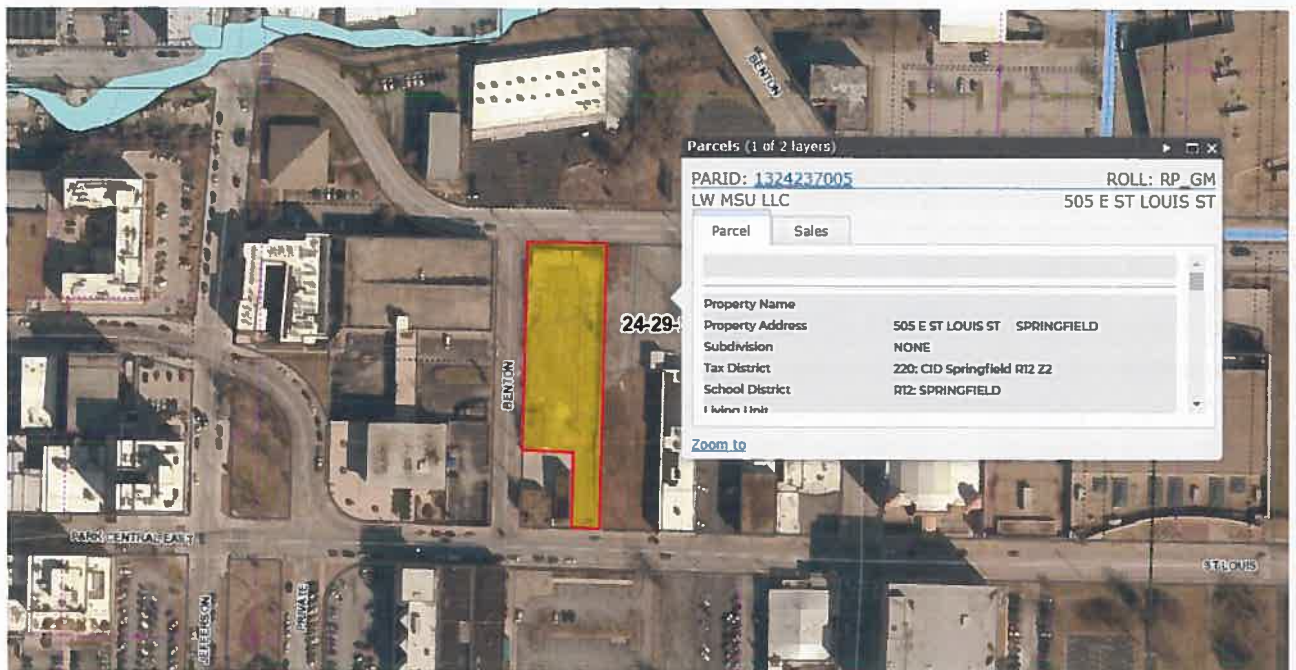


Figure A-4: 501-503 E. St. Louis Street

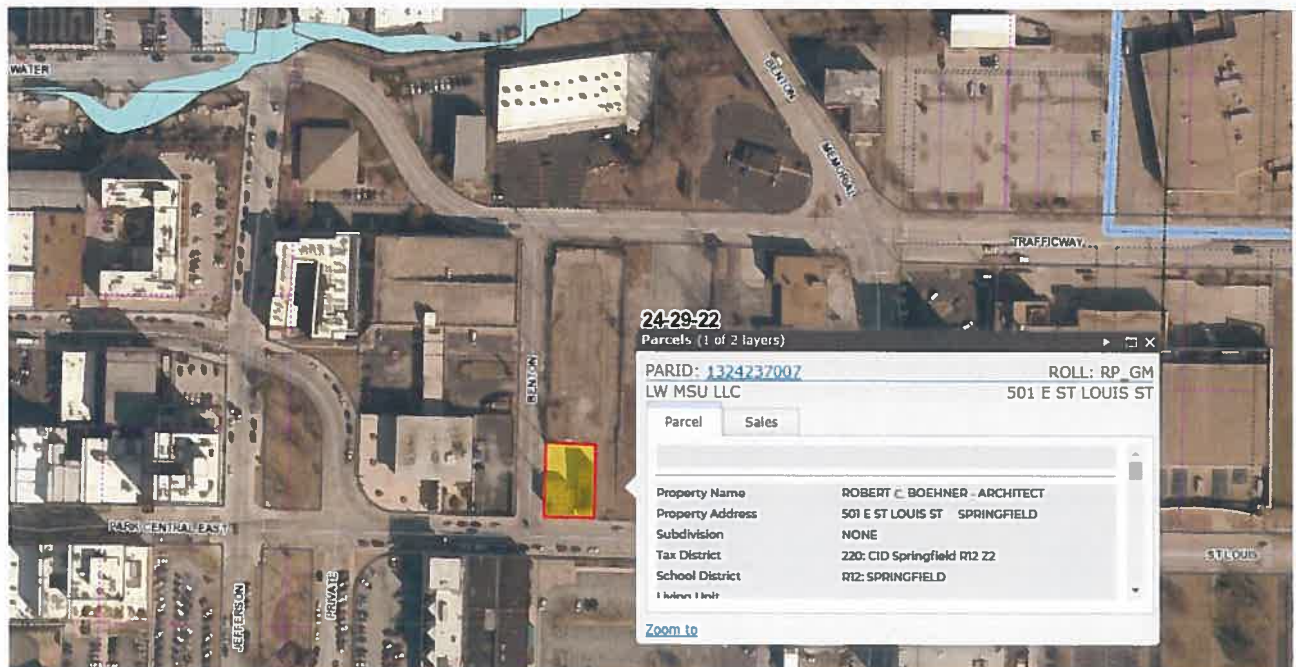


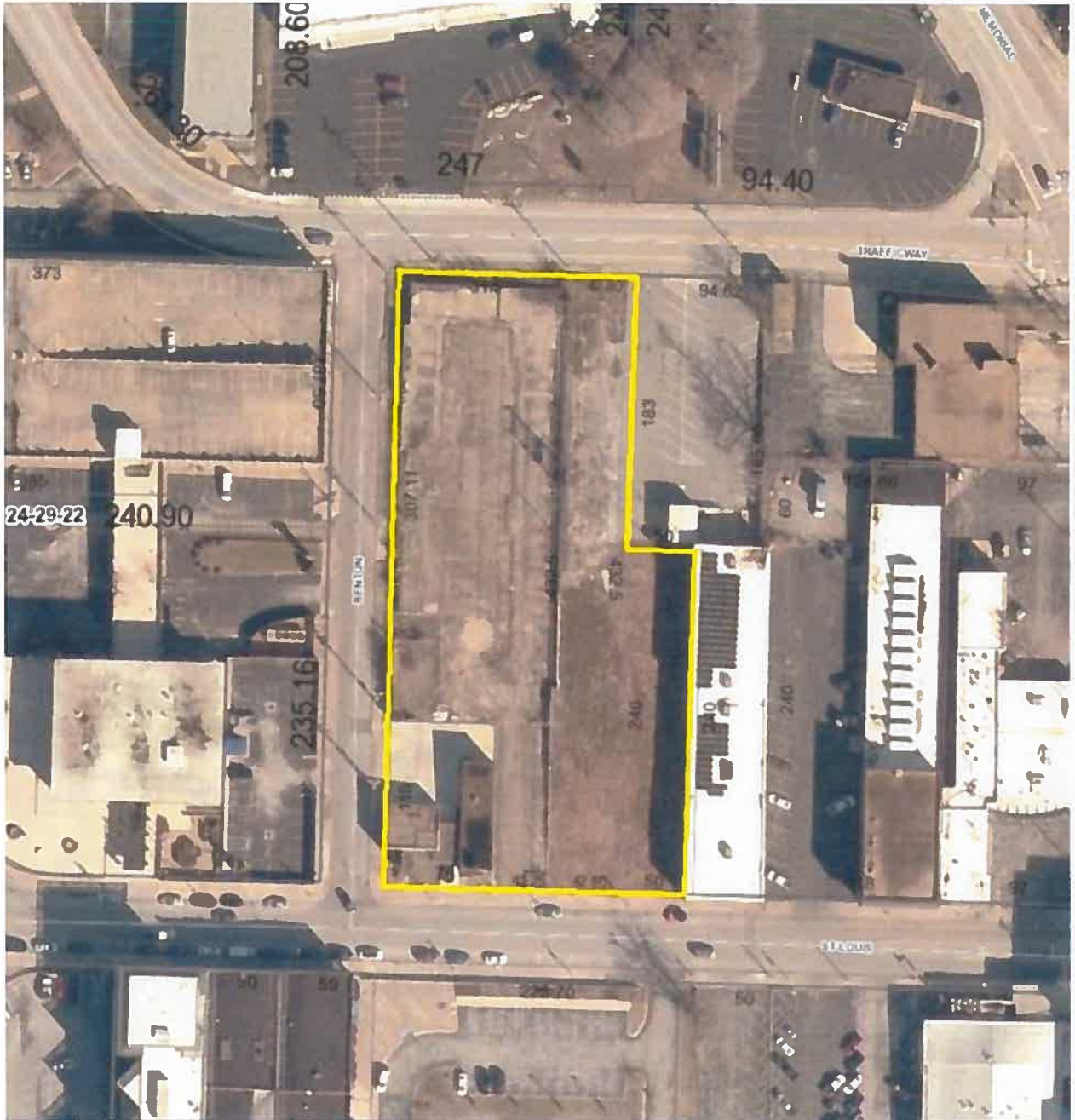
Figure A-5: Consolidated Property View (501-517 E. St. Louis Street)



Figure A-6: Consolidated Property View (501-517 E. St. Louis Street)



Figure A-7 Add Parcel map



The site is situated on the east side of North Benton Avenue and the north side of East St. Louis Street just east of Downtown Springfield and North of Missouri State University. This site previously housed a drive-up hotel to the north, and a bank to the south. The site is situated in the eastern portion of downtown Springfield and is surrounded by a bank to the west, the City Discovery Center to the south, a flea market to the north and an event venue to the east. There is a sizeable grade change ascending from north to south.

The site's position in the city leaves it in a walkable area with 1/4 mile to Park Central Square and 1/2 mile to Missouri State Campus. In addition, there are bus stops for the number 5, 12 and 25 bus routes located at the southern end of the site. These provide users access to downtown and Missouri State campus on weekdays, weekends and holidays.

ARCHITECTURAL DESIGN EXISTING CONDITIONS

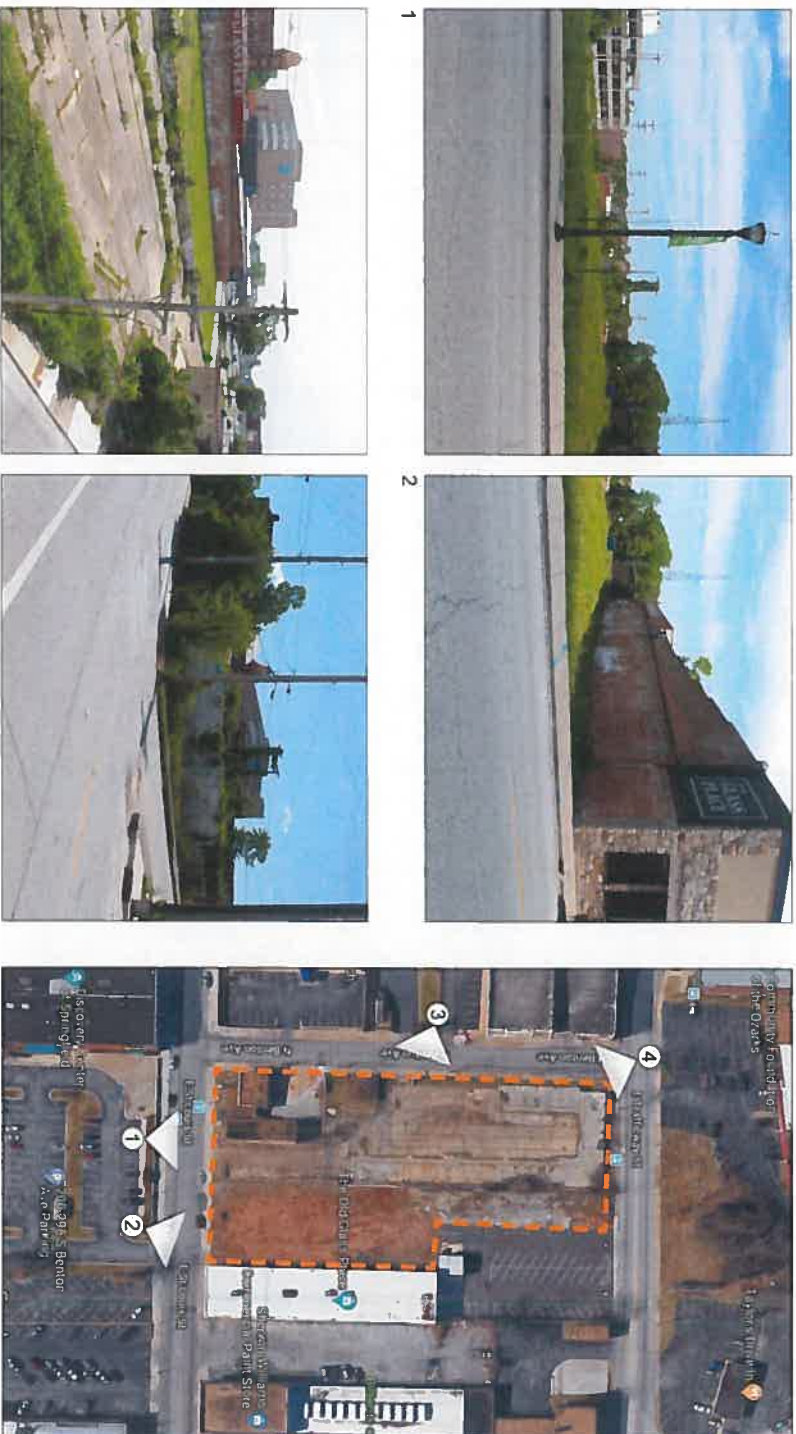


EXHIBIT B

LEGAL DESCRIPTION

New Legal Description to be provided upon finalized replat of the four parcels. Currently the four parcels are legally described as follows:

501 & 503 E. St. Louis Street

Real property located in the City of Springfield, Greene County, Missouri, more particularly described as:

All beginning at the Northeast corner of the intersection of Benton Avenue and St. Louis Street as same are now located; thence North along the East line of Benton Avenue, 115 feet; thence East 75 feet, more or less, to a point due North of a point on the North side of St. Louis Street at which an iron pin is set; thence South to said iron pin 115 feet; thence West along the North side of St. Louis Street, 75 feet, more or less, to the beginning, all being a part of the Northeast Quarter of the Northwest Quarter of Section 24, Township 29, Range 22, in the City of Springfield, Greene County, Missouri.

505 E. St. Louis Street

Real property located in the City of Springfield, Greene County, Missouri, more particularly described as:

Beginning 75.5 feet East of the Northeast corner of St. Louis Street and Benton Avenue as now established in the City of Springfield; thence North 115 feet; thence West 75.5 feet to the East line of Benton Avenue; thence North along the East line of Benton Avenue 307.11 feet, more or less to the Southeast corner of Benton Avenue and Olive Street; thence East along the South line of Olive Street 114 feet; thence South to a point on the North line of St. Louis Street 41.25 feet East of beginning; thence West 41.25 feet along the North line of St. Louis Street to the point of beginning, all in the City of Springfield, Greene County, Missouri, all being in the Northeast Quarter of the Northwest Quarter in Section 24, Township 29, Range 22.

511 & 517 E. St. Louis Street

Real property located in the City of Springfield, Greene County, Missouri, more particularly described as:

Tract 1:

Beginning 158 feet East of the Northeast corner of St. Louis Street and Benton Avenue as determined by the survey made by George H. Kastendieck dated June 27, 1959 filed in Surveyor's Record Book 35 at Page 49; thence North 432.50 feet to the South line of Olive Street; thence West along the South line of Olive Street 42.8 feet; thence South to the North line of St. Louis Street to a point 41.25 feet West from the point of beginning; thence East along the North line of St. Louis Street to the point of beginning, all as designated and set forth in the aforesaid survey made by George H. Kastendieck, County Surveyor, dated June 27, 1959 filed in surveyor's record Book 35 at Page 49, and all in Springfield, Greene County, Missouri.

Tract 2:

Beginning at the Southeast corner of George Burge's Lot, which corner is 157 1/2 feet East of the Northeast corner of St. Louis Street and Benton Ave. in the City of Springfield, Greene County, Missouri, running thence East 50 feet to the Lot formerly owned by Goldsberry; thence North 240 feet; thence West 50 feet; thence South to the beginning, subject to and with the rights under Party-Wall Agreement affecting this land.

EXHIBIT C

[RESERVED]

SUBJECT PHOTOS



ST. LOUIS STREET WEST



ST. LOUIS STREET EAST



BENTON AVENUE NORTH



BENTON AVENUE SOUTH



TRAFFICWAY STREET WEST



TRAFFICWAY STREET EAST



SITE VIEWS FROM ST. LOUIS STREET



SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT



SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT



SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT



SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT



SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT

503 E. St. Louis Street (Miscellaneous Interior Photos)

Figure 1.1



Figure 1.2



Figure 1.3



Figure 2.1



Figure 2.2



Figure 2.3



EXHIBIT D

[Reserved]

EXHIBIT E

[APPRAISAL]

The Appraisal will be provided under a separate cover.

EXHIBIT F
[TAX IMPACT ANALYSIS]

[please see attached]

STL 505 Redevelopment Area

Tax Impact Analysis

City of Springfield, Missouri

August 13, 2019

Spencer Fane LLP
2144 E. Republic Road, Suite B300
Springfield, MO 65804

STL 505 Redevelopment Area 2019 Real Estate Assessment & Taxes

505 E. St. Louis Street
Parcel No. 03-13-24-17-027

Current Assessment Ratio		
	Appraised*	Assessed
Land	\$ 202,400	\$ 22,480
Improvements	\$ 272,100	\$ 87,270
Total		

Current Assessment Ratio		
	Appraised*	Assessed
Land	\$ 131,500	\$ 42,080
Improvements	\$ 131,500	\$ 42,080
Total		

Current Assessment Ratio		
	Appraised*	Assessed
Land	\$ 164,000	\$ 52,480
Improvements	\$ 164,000	\$ 52,480
Total		

Current Assessment Ratio		
	Appraised*	Assessed
Land	\$ 151,000	\$ 48,320
Improvements	\$ 151,000	\$ 48,320
Total		

*Per Greene County Assessor's Office
**This parcel would be 517 E. St. Louis Street.

Jurisdiction		
	Tax	Levy per \$100
City of Springfield	541.40	0.6218
Springfield - Greene County Library	21,480	0.2467
Drake's Technical College	17,740	0.2023
Greene County	106.05	0.1218
Road & Bridge	26.12	0.0300
State of Missouri	41.18	0.0473
County Developmental Disability	3,574.92	4.1058
Springfield R-12	43.54	0.0500
County Senior Services	965.53	1.0400
Commercial Surtax	53,357.4	6.5875
Special Assessment (Downtown CIP)	336.02	0.4020

Jurisdiction		
	Tax	Levy per \$100
City of Springfield	761.65	0.8928
Springfield - Greene County Library	103.81	0.2467
Drake's Technical College	85.13	0.2023
Greene County	51.25	0.1218
Road & Bridge	12.62	0.0300
State of Missouri	19.90	0.0473
County Developmental Disability	1,727.72	4.1058
Springfield R-12	432.63	1.0400
County Senior Services	432.63	1.0400
Commercial Surtax	2,772.02	6.5875
Special Assessment (Downtown CIP)	169.16	0.4020

Jurisdiction		
	Tax	Levy per \$100
City of Springfield	326.32	0.6218
Springfield - Greene County Library	129.47	0.2467
Drake's Technical College	106.17	0.2023
Greene County	63.92	0.1218
Road & Bridge	15.32	0.0300
State of Missouri	24.82	0.0473
County Developmental Disability	2,154.72	4.1058
Springfield R-12	26.24	0.0500
County Senior Services	545.79	1.0400
Commercial Surtax	3,457.12	6.5875
Special Assessment (Downtown CIP)	210.97	0.4020

Jurisdiction		
	Tax	Levy per \$100
City of Springfield	310.45	0.6218
Springfield - Greene County Library	119.47	0.2467
Drake's Technical College	97.25	0.2023
Greene County	50.85	0.1218
Road & Bridge	14.50	0.0300
State of Missouri	22.86	0.0473
County Developmental Disability	1,983.92	4.1058
Springfield R-12	24.16	0.0500
County Senior Services	523.28	1.0400
Commercial Surtax	3,183.28	6.5875
Special Assessment (Downtown CIP)	174.25	0.4020

*Per Greene County Assessor's Office
**This parcel would be 517 E. St. Louis Street.

STL 505 Redevelopment Area
Tax Impact Analysis -- Assessment Assumptions

2019						
Appraised			Assessed			
	Land	Improvements	Total	Land	Improvements	Total
Property						
501 E. St. Louis St.	\$ 69,500	\$ 202,600	\$ 272,100	\$ 22,420	\$ 64,830	\$ 87,070
505 E. St. Louis St.	-	-	-	42,080	-	42,080
511 E. St. Louis St.	164,000	-	164,000	52,460	-	52,460
E. St. Louis St.	131,000	-	131,000	40,320	-	40,320
Totals	\$ 516,000	\$ 202,600	\$ 718,600	\$ 165,120	\$ 64,830	\$ 229,950

2019						
Appraised			Assessed			
	Land	Improvements	Total	Land	Improvements	Total
Property						
Square Footage (Net Rentable)						
Residential	-	-	-	-	-	-
Total	516,000.00	36,481.451	36,997.451	98,040.00	6,931.475.69	7,029,516
Totals	\$ 516,000	\$ 36,481.451	\$ 36,997.451	\$ 98,040	\$ 6,931.476	\$ 7,029,516

Portion of total value that is land
Assessment ratio (commercial)*
Assessment ratio (residential)*

1%
32%
19%

Est. Appraised Value of Improvements^a

\$36,481,451

*2019 Values per Greene County Assessor's Office

*Values based on Appraisal

STL 505 REDEVELOPMENT AREA

SOURCES & USES OF FUNDS					
USE OF FUNDS (Based on Development Budget)					
Land Acquisition Cost				\$	3,800,000.00
Soft Cost - Development				\$	10,915,555.00
Hard Cost - Development				\$	39,130,570.00
Cobined Total Cost				\$	53,846,125.00
*Actual Current Budget indicates \$50,115,281 (see Exhibit H to Redevelopment Plan)					
SOURCES OF FUNDS (Based on Development Budget)					
Developer Cash into Acquisition				\$	3,800,000.00
Owner Cash/Equity into Development				\$	15,948,370.00
Construction Loan				\$	37,897,755.00
Total Loans + Equity				\$	53,846,125.00
Lender	Loan Type	Amount	Rate	Term	Other Details
Lender 1	Const.	\$ 28,500,000.00	5.87%	36 Months	Rate floating based on 1 month LIBOR + 370 (floating); first 24 months interest only
Lender 2	PACE	\$ 9,397,755.00	6.15%	20 Years	N/A

STL 505 Redevelopment Area
Tax Impact Analysis
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes

-1.00%

Year	Assessed Value (\$)		Real Estate Taxes Paid												Sp. Asses. (Downtown CID)
	Plan	Calendar	Total Land	Total Imp.	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R-12	County Seniors' Services	Tax Paid	
1 0	2021	2021	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	924
2 0	2022	2022	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	924
3 0	2023	2023	163,469	64,182	1,416	562	461	277	277	68	108	9,347	114	12,629	915
4 0	2024	2024	163,469	64,182	1,416	562	461	277	277	68	108	9,347	114	12,629	915
5 0	2025	2025	161,834	63,540	1,401	556	456	275	275	68	107	9,253	113	12,503	906
6 0	2026	2026	161,834	63,540	1,401	556	456	275	275	68	107	9,253	113	12,503	906
7 0	2027	2027	160,216	62,904	1,387	550	451	272	272	67	106	9,161	112	12,378	897
8 0	2028	2028	160,216	62,904	1,387	550	451	272	272	67	106	9,161	112	12,378	897
9 0	2029	2029	158,614	62,275	1,373	545	447	269	269	66	104	9,069	110	12,254	888
10 0	2030	2030	158,614	62,275	1,373	545	447	269	269	66	104	9,069	110	12,254	888
11 0	2031	2031	157,027	61,653	1,360	539	442	266	266	66	103	8,979	109	12,131	879
12 0	2032	2032	157,027	61,653	1,360	539	442	266	266	66	103	8,979	109	12,131	879
13 0	2033	2033	155,457	61,036	1,346	534	438	264	264	65	102	8,889	108	12,010	870
14 0	2034	2034	155,457	61,036	1,346	534	438	264	264	65	102	8,889	108	12,010	870
15 0	2035	2035	153,903	60,426	1,333	529	434	261	261	64	101	8,800	107	11,890	862
TOTAL					\$ 20,760	\$ 8,236	\$ 6,754	\$ 4,066	\$ 4,066	\$ 1,002	\$ 1,579	\$ 137,078	\$ 1,669	\$ 185,211	\$ 13,421

STL 505 Redevelopment Area Tax Impact Analysis Projected Taxes with Renovation but without Abatement

Biennial Growth Rate Assumption - Real Estate Taxes

2.00%

				Real Estate Taxes Paid										
Year		Assessed Value (\$)		0.6218	0.2467	0.2023	0.1218	0.1218	0.0300	0.0473	4.1058	0.0500	5.5475	Sp. Asse. (Downtown CID)
Plan	Calendar	Total Land	Total Imp.	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	Sheltered Workshop	Springfield R- 12	County Seniors' Services	Tax Paid	
1.0	2021	98,040	6,931,476	\$ 43,710	\$ 17,342	\$ 14,221	\$ 8,562	\$ 8,562	\$ 2,109	\$ 3,325	\$ 288,618	\$ 3,515	\$ 389,962	\$ 28,259
2.0	2022	98,040	6,931,476	43,710	17,342	14,221	8,562	8,562	2,109	3,325	288,618	3,515	389,962	28,259
3.0	2023	100,001	7,070,105	44,584	17,689	14,505	8,733	8,733	2,151	3,391	294,390	3,585	397,762	28,824
4.0	2024	100,001	7,070,105	44,584	17,689	14,505	8,733	8,733	2,151	3,391	294,390	3,585	397,762	28,824
5.0	2025	102,001	7,211,507	45,475	18,042	14,795	8,908	8,908	2,194	3,459	300,278	3,657	405,717	29,400
6.0	2026	102,001	7,211,507	45,475	18,042	14,795	8,908	8,908	2,194	3,459	300,278	3,657	405,717	29,400
7.0	2027	104,041	7,355,737	46,385	18,403	15,091	9,086	9,086	2,238	3,528	306,284	3,730	413,831	29,988
8.0	2028	104,041	7,355,737	46,385	18,403	15,091	9,086	9,086	2,238	3,528	306,284	3,730	413,831	29,988
9.0	2029	106,122	7,502,852	47,313	18,771	15,393	9,268	9,268	2,283	3,599	312,409	3,804	422,108	30,588
10.0	2030	106,122	7,502,852	47,313	18,771	15,393	9,268	9,268	2,283	3,599	312,409	3,804	422,108	30,588
11.0	2031	108,244	7,652,909	48,259	19,147	15,701	9,453	9,453	2,328	3,671	318,657	3,881	430,550	31,200
12.0	2032	108,244	7,652,909	48,259	19,147	15,701	9,453	9,453	2,328	3,671	318,657	3,881	430,550	31,200
13.0	2033	110,409	7,805,967	49,224	19,530	16,015	9,642	9,642	2,375	3,744	325,031	3,958	439,161	31,824
14.0	2034	110,409	7,805,967	49,224	19,530	16,015	9,642	9,642	2,375	3,744	325,031	3,958	439,161	31,824
15.0	2035	112,617	7,962,087	50,209	19,920	16,335	9,835	9,835	2,422	3,819	331,531	4,037	447,944	32,460
TOTAL				\$ 700,107	\$ 277,768	\$ 227,777	\$ 137,139	\$ 137,139	\$ 33,778	\$ 53,257	\$ 4,622,865	\$ 56,297	\$ 6,246,126	\$ 452,626

STL 505 Redevelopment Area
Tax Impact Analysis
Projected Tax Impact following proposed Renovation and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes

2.00%

				Real Estate Taxes Paid											
Year		Assessed Value (\$)		0.6218	0.2467	0.2023	0.1218	0.1218	0.0300	0.0473	4.1058	0.0500	5.5475	0.4020	
Plan	Calendar	Total Land	Total Imp.	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	County Developmental Disability	Springfield R-12	County Seniors' Services	Tax Paid	P.L.O.T.s Paid	Sp. Asses. (Downtown CID)
1.0	2021	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	23,580
2.0	2022	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	23,580
3.0	2023	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	24,051
4.0	2024	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	24,051
5.0	2025	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	24,533
6.0	2026	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	24,533
7.0	2027	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	25,023
8.0	2028	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	25,023
9.0	2029	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	25,524
10.0	2030	165,120	64,830	1,430	567	465	280	280	69	109	9,441	115	12,756	4,271	25,524
11.0	2031	54,122	3,826,455	24,129	9,573	7,850	4,727	4,727	1,164	1,836	159,329	1,940	215,275	-	26,034
12.0	2032	54,122	3,826,455	24,129	9,573	7,850	4,727	4,727	1,164	1,836	159,329	1,940	215,275	-	26,034
13.0	2033	55,204	3,902,984	24,612	9,765	8,007	4,821	4,821	1,187	1,872	162,515	1,979	219,580	-	26,555
14.0	2034	55,204	3,902,984	24,612	9,765	8,007	4,821	4,821	1,187	1,872	162,515	1,979	219,580	-	26,555
15.0	2035	56,309	3,981,043	25,104	9,960	8,168	4,917	4,917	1,211	1,910	165,766	2,019	223,972	-	27,066
TOTAL				\$ 136,885	\$ 54,309	\$ 44,535	\$ 26,814	\$ 26,814	\$ 6,604	\$ 10,413	\$ 903,866	\$ 11,007	\$ 1,221,248	\$ 42,707	\$ 377,685

STL 505 Redevelopment Area
Tax Impact Analysis - Distribution of PILOTs

Biennial Growth Rate Assumption - Real Estate Taxes 2.00%

PILOTs Paid to Taxing Jurisdictions													
Year	PILOTs (\$)	0.6218	0.2467	0.2023	0.1218	0.1218	0.0300	0.0473	4.1058	0.0500	1.0400	6.5875	
Plan	Calendar	City of Springfield	Greene County Library	Ozarks Tech. College	Greene County	Road & Bridge	State of Missouri	County Developmental Disability	Springfield R-12	County Seniors' Services	Commercial SurTax	PILOTs Paid	
10	2021	\$ 4,271	\$ 403	\$ 160	\$ 131	\$ 79	\$ 19	\$ 31	\$ 2,662	\$ 32	\$ 674	\$ 4,271	
20	2022	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
30	2023	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
40	2024	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
50	2025	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
60	2026	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
70	2027	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
80	2028	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
90	2029	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
100	2030	4,271	403	160	131	79	19	31	2,662	32	674	4,271	
110	2031	-	-	-	-	-	-	-	-	-	-	-	
120	2032	-	-	-	-	-	-	-	-	-	-	-	
130	2033	-	-	-	-	-	-	-	-	-	-	-	
140	2034	-	-	-	-	-	-	-	-	-	-	-	
150	2035	-	-	-	-	-	-	-	-	-	-	-	
TOTAL		\$ 42,707	\$ 4,031	\$ 1,599	\$ 1,312	\$ 790	\$ 790	\$ 194	\$ 307	\$ 26,618	\$ 324	\$ 6,742	\$ 42,707

STL 505 Redevelopment Area Tax Impact Analysis

Jurisdiction	Tax Revenue		
	Without Redevelopment or Abatement	With Redevelopment and Abatement*	Impact on Juris.
City of Springfield	\$ 20,760	\$ 140,917	\$ 120,157
Greene County Library	8,236	55,909	47,672
Ozarks Technical College	6,754	45,847	39,093
Greene County	4,066	27,603	23,537
Road & Bridge	4,066	27,603	23,537
State of Missouri	1,002	6,799	5,797
County Developmental Disability	1,579	10,719	9,140
Springfield R-12	137,078	930,484	793,406
County Seniors' Services	1,669	11,331	9,662
Total	\$ 185,211	\$ 1,257,212	\$ 1,072,001

*Includes Taxes and PILOTS

EXHIBIT G
[REDEVELOPMENT PLANS AND SPECS]

[please see attached]



**COLLEGE
TOWN**
INTERNATIONAL

hdesigngroup
architects + design

FORMATION
Development Group, LLC

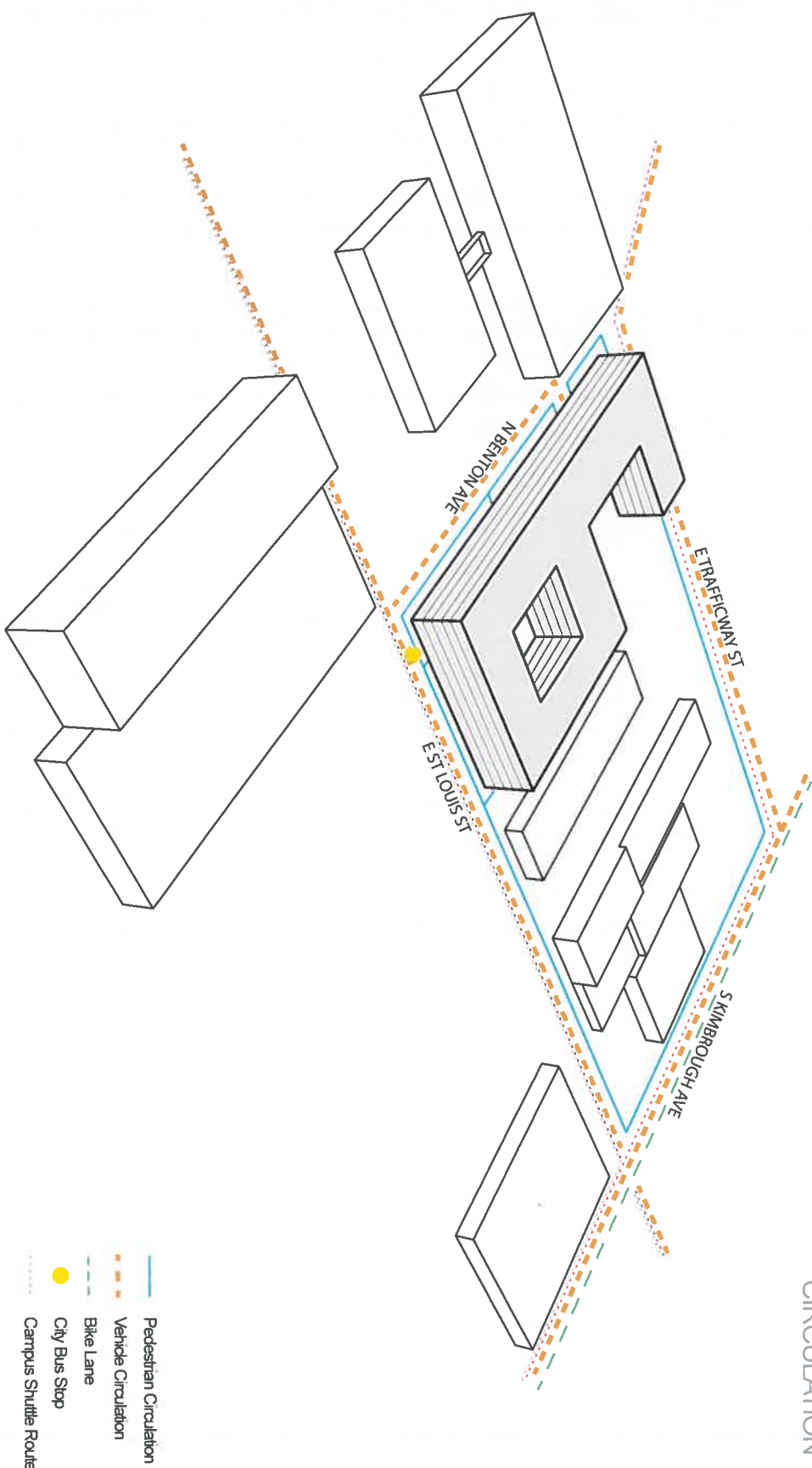
HENDERSON
ENGINEERS

olsson

hollis + miller
architects

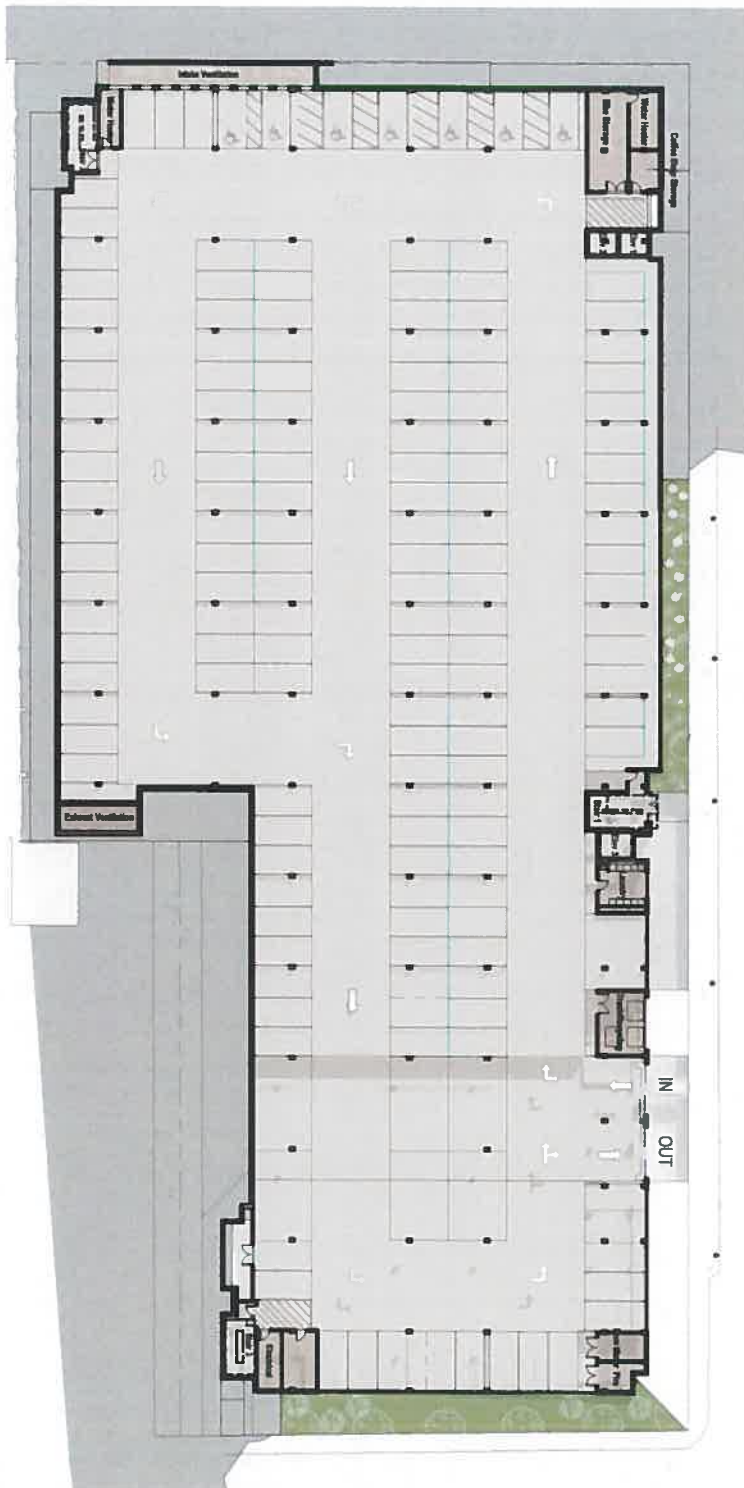
SCHEMATIC DESIGN
STL 505

ARCHITECTURAL DESIGN CIRCULATION





ARCHITECTURAL DESIGN FLOOR PLANS - PARKING



CARS	164 UNITS
VAN ADA	5 UNITS
ADA	2 UNIT
TOTAL PARKING	171 UNITS

- Studio
- 1 Bedroom Unit
- 2 Bedroom Unit
- 3 Bedroom Unit
- 4 Bedroom Unit

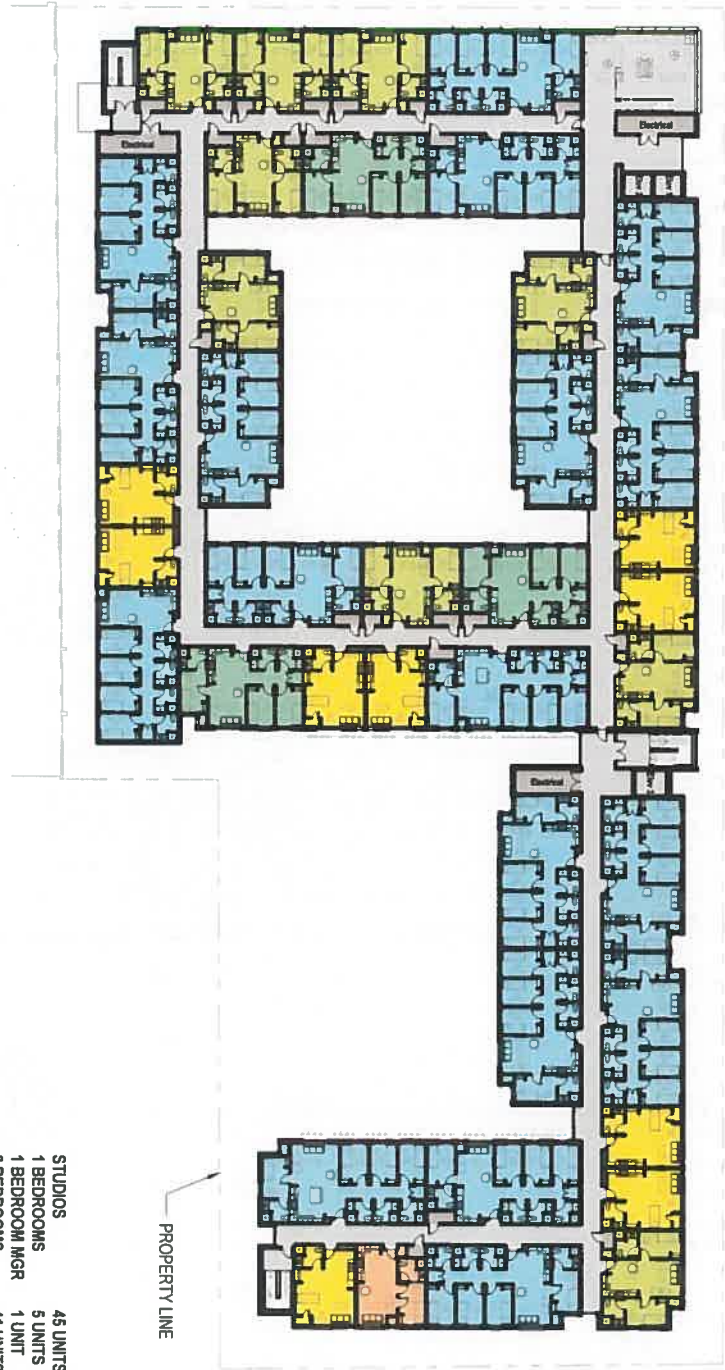
ARCHITECTURAL DESIGN
FLOOR PLANS - LEVEL 1



STUDIOS	46 UNITS
1 BEDROOMS	5 UNITS
1 BEDROOM MGR	1 UNIT
2 BEDROOMS	41 UNITS
3 BEDROOM	14 UNITS
4 BEDROOMS	88 UNITS
TOTAL BEDS	526 BEDS (EXL. MGR UNIT)

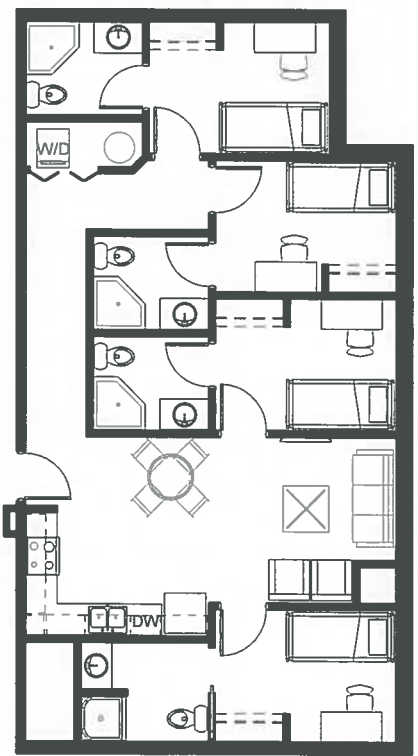
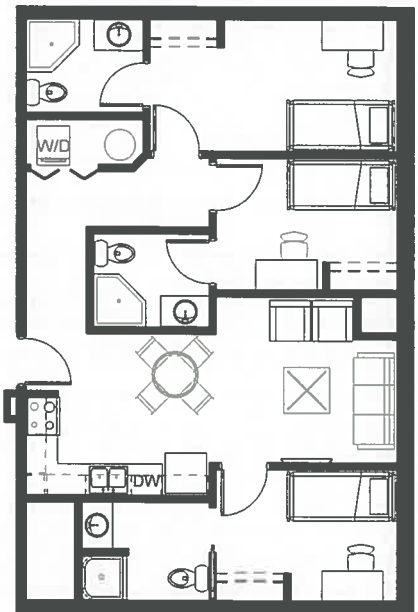
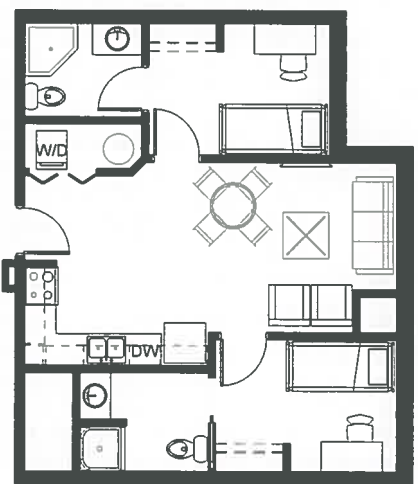
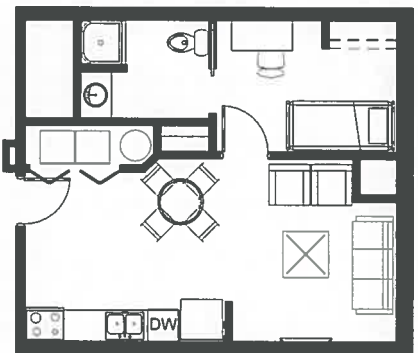
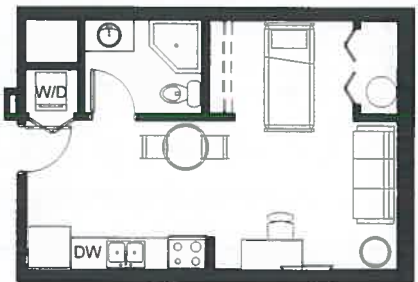
- Studio
- 2 Bedroom Unit
- 4 Bedroom Unit
- 1 Bedroom Unit
- 3 Bedroom Unit

ARCHITECTURAL DESIGN FLOOR PLANS - LEVEL 2-5



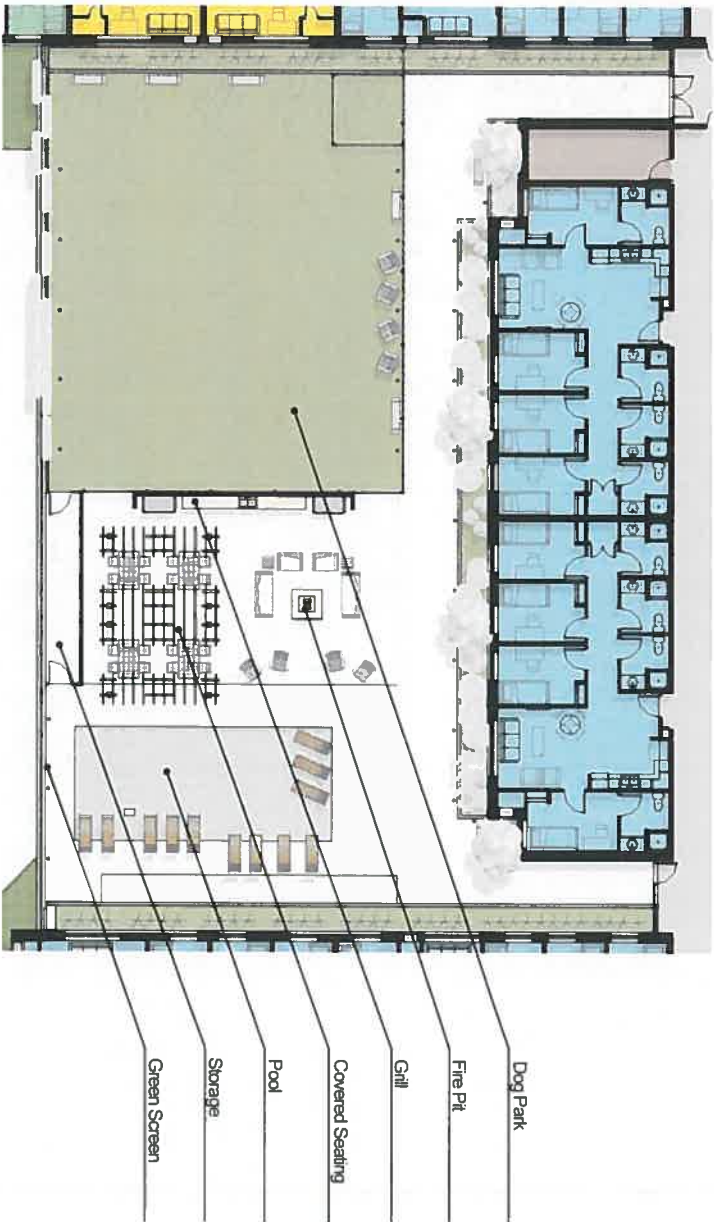
STUDIOS	45 UNITS
1 BEDROOMS	5 UNITS
1 BEDROOM MGR	1 UNIT
2 BEDROOMS	41 UNITS
3 BEDROOM	14 UNITS
4 BEDROOMS	88 UNITS
TOTAL BEDS	526 BEDS (EXL. MGR UNIT)

ARCHITECTURAL DESIGN
UNIT PLANS





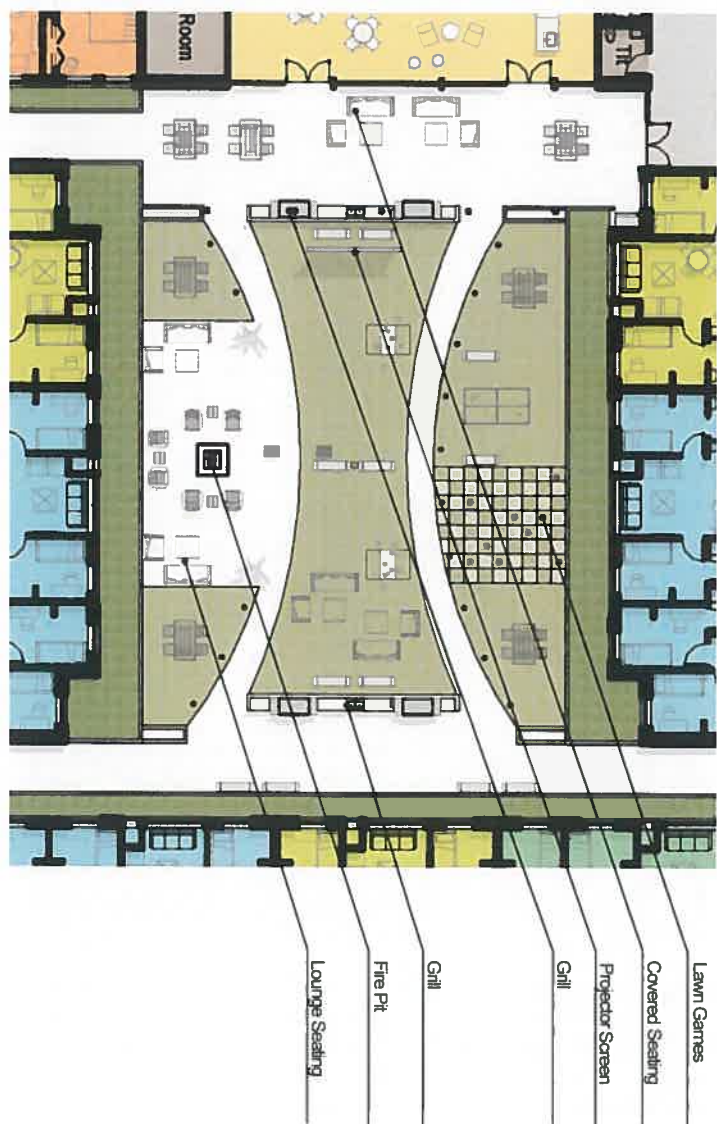
ARCHITECTURAL DESIGN COURTYARDS





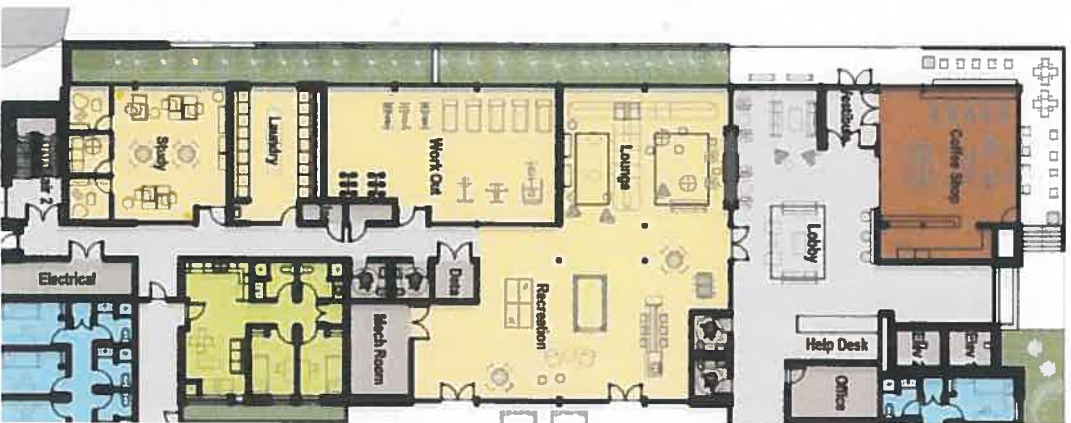
Precedent Images

hollis + miller
architects



ARCHITECTURAL DESIGN COURTYARDS

SCHEMATIC DESIGN SUBMITTAL
505 STL - SPRINGFIELD HOUSING PROJECT



Lobby



Coffee Shop



Lounge



Recreation

ARCHITECTURAL DESIGN AMENITY SPACES

The entry of the building is supported by many amenity spaces. Surrounding the lobby, building users have access to places to relax or be active both in groups and as individuals. Located adjacent to the building, the entry lobby and the coffee shop allow users access to both indoor and outdoor seating. On the opposite side of the lobby, the lounge and recreation areas provide users with many options for places to gather, socialize and work. The lounge hosts various seating options as well as televisions and a fireplace. In the recreation area, students will find places to gather and play games such as ping pong or pool. Removed from the bustling entry, there is a quieter space supported by small meeting rooms where users can work and study. Located in between the work and lounge zones, users will have access to a fitness and laundry room. Users will find each room equipped with all they will need to fully utilize the space including both cardio and strength-training equipment.

ARCHITECTURAL DESIGN
EXTERIOR ELEVATIONS

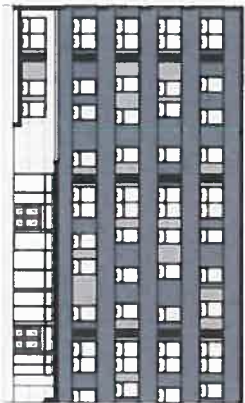


West Elevation

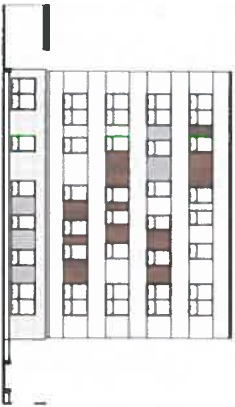


East Elevation

ARCHITECTURAL DESIGN EXTERIOR ELEVATIONS



North Courtyard Elevation



East Courtyard Elevation



North Elevation



South Elevation

ARCHITECTURAL DESIGN RENDERINGS



Building Entry



Enclosed Courtyard

ARCHITECTURAL DESIGN RENDERINGS



Lobby and Coffee Shop



Recreation and Lounge

EXHIBIT H
[ESTIMATED CONSTRUCTION COSTS /PROJECT BUDGET]

[please see attached]

PROJECTED BUDGET

Land Cost	\$3,800,000	Soft Costs	
Hard Costs		Architecture & Engineering	\$1,617,000
General Requirements w/Builders Risk, Completion Guaranty	\$3,980,000	Unit FF&E	\$1,153,000
Existing Conditions	\$2,500,000	Development Fee	\$1,350,000
Concrete	\$2,280,000	Legal and Organizational	\$475,000
Masonry	\$1,560,000	Title & Escrow Closing Fees	\$120,000
Steel	\$1,830,000	Pre-Marketing/Lease Up	\$360,000
Woods, Plastics & Composites	\$2,540,000	Permits & Fees	\$39,830
Thermal & Moisture Protection	\$1,100,000	Real Estate Property Taxes	\$392,336
Openings	\$1,800,000	Interest Expense	\$3,295,336
Finishes	\$3,728,000	Financing Costs/Fees	\$844,751
Specialties	\$863,000	Contingency/Reserves	\$1,000,000
Equipment	\$750,000	Miscellaneous	\$268,303
Special Equipment	\$450,000		
Special Construction	\$825,000	SOFT COSTS SUBTOTAL	\$10,915,556
Fire Supression	\$904,500		
Plumbing	\$2,250,000	TOTAL PROJECT COSTS	\$53,846,126
HVAC	\$2,350,000		
Electrical	\$2,151,619		
Framing	\$475,000		
Pool Design	\$55,000		
Podium Piers	\$560,000		
Drainage/Water Proofing	\$170,000		
Earthwork	\$2,485,000		
Exterior Improvements	\$1,714,451		
Utilities	\$1,500,000		
Other	\$309,000		
LAND & HARD COSTS SUBTOTAL	\$42,930,570	TOTAL PROJECT COSTS	\$53,846,126

EXHIBIT I
[OPERATING EXPESNES/INCOME]

[please see attached]

STL 505 Redevelopment Area PRO-FORMA

	2021				2022				2023				2024				2025																																			
	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement																																				
INCOME:																																																				
STL 505- Apartments																																																				
Studio (45 units)	\$ 4,286,280.00	\$ 4,286,280.00	\$ 4,543,456.80	\$ 4,543,456.80	\$ 4,850,355.00	\$ 4,850,355.00	\$ 4,961,621.52	\$ 4,961,621.52	\$ 5,075,466.50	\$ 5,075,466.50	\$ 5,075,466.50	\$ 5,075,466.50	\$ 5,075,466.50	\$ 5,075,466.50	\$ 5,075,466.50	\$ 5,075,466.50																																				
1-Bed (5 units)	\$ 453,600.00	\$ 453,600.00	\$ 480,816.00	\$ 480,816.00	\$ 513,294.00	\$ 513,294.00	\$ 525,202.42	\$ 525,202.42	\$ 537,387.12	\$ 537,387.12	\$ 537,387.12	\$ 537,387.12	\$ 537,387.12	\$ 537,387.12	\$ 537,387.12	\$ 537,387.12																																				
2-Bed (41 units)	\$ 53,400.00	\$ 53,400.00	\$ 56,604.00	\$ 56,604.00	\$ 60,427.00	\$ 60,427.00	\$ 60,567.19	\$ 60,567.19	\$ 60,707.71	\$ 60,707.71	\$ 60,707.71	\$ 60,707.71	\$ 60,707.71	\$ 60,707.71	\$ 60,707.71	\$ 60,707.71																																				
3-Bed (14 units)	\$ 728,160.00	\$ 728,160.00	\$ 771,849.60	\$ 771,849.60	\$ 823,986.00	\$ 823,986.00	\$ 843,102.48	\$ 843,102.48	\$ 862,662.45	\$ 862,662.45	\$ 862,662.45	\$ 862,662.45	\$ 862,662.45	\$ 862,662.45	\$ 862,662.45	\$ 862,662.45																																				
4-Bed (88 units)	\$ 347,760.00	\$ 347,760.00	\$ 368,625.60	\$ 368,625.60	\$ 393,525.00	\$ 393,525.00	\$ 402,654.78	\$ 402,654.78	\$ 411,996.37	\$ 411,996.37	\$ 411,996.37	\$ 411,996.37	\$ 411,996.37	\$ 411,996.37	\$ 411,996.37	\$ 411,996.37																																				
Non-Apartment Income*	\$ 2,703,360.00	\$ 2,703,360.00	\$ 2,865,561.60	\$ 2,865,561.60	\$ 3,059,123.00	\$ 3,059,123.00	\$ 3,130,094.65	\$ 3,130,094.65	\$ 3,202,712.85	\$ 3,202,712.85	\$ 3,202,712.85	\$ 3,202,712.85	\$ 3,202,712.85	\$ 3,202,712.85	\$ 3,202,712.85	\$ 3,202,712.85																																				
Gross Income	\$ 4,433,601.00	\$ 4,433,601.00	\$ 4,699,617.06	\$ 4,699,617.06	\$ 5,017,063.00	\$ 5,017,063.00	\$ 5,132,197.15	\$ 5,132,197.15	\$ 5,249,999.48	\$ 5,249,999.48	\$ 5,249,999.48	\$ 5,249,999.48	\$ 5,249,999.48	\$ 5,249,999.48	\$ 5,249,999.48	\$ 5,249,999.48																																				
Less Vacancy	\$ (214,314.00)	\$ (214,314.00)	\$ (227,172.84)	\$ (227,172.84)	\$ (242,517.75)	\$ (242,517.75)	\$ (248,081.08)	\$ (248,081.08)	\$ (253,773.32)	\$ (253,773.32)	\$ (253,773.32)	\$ (253,773.32)	\$ (253,773.32)	\$ (253,773.32)	\$ (253,773.32)	\$ (253,773.32)																																				
Less (Credit Loss = .50%)	\$ -	\$ -	\$ (21,431.40)	\$ (21,431.40)	\$ (24,251.78)	\$ (24,251.78)	\$ (24,808.11)	\$ (24,808.11)	\$ (25,377.33)	\$ (25,377.33)	\$ (25,377.33)	\$ (25,377.33)	\$ (25,377.33)	\$ (25,377.33)	\$ (25,377.33)	\$ (25,377.33)																																				
Adjusted Gross Income	\$ 4,219,287.00	\$ 4,219,287.00	\$ 4,451,012.82	\$ 4,451,012.82	\$ 4,750,293.48	\$ 4,750,293.48	\$ 4,859,307.96	\$ 4,859,307.96	\$ 4,970,848.82	\$ 4,970,848.82	\$ 4,970,848.82	\$ 4,970,848.82	\$ 4,970,848.82	\$ 4,970,848.82	\$ 4,970,848.82	\$ 4,970,848.82																																				
EXPENSES:																																																				
Real Estate Taxes (Including PILOTs)	\$ (389,962)	\$ (17,027)	\$ (389,962)	\$ (17,027)	\$ (397,762)	\$ (17,027)	\$ (397,762)	\$ (17,027)	\$ (405,717)	\$ (17,027)	\$ (405,717)	\$ (17,027)	\$ (405,717)	\$ (17,027)	\$ (405,717)	\$ (17,027)																																				
Downtown CID Assessment	\$ (28,259)	\$ (28,259)	\$ (28,259)	\$ (28,259)	\$ (28,824)	\$ (28,824)	\$ (28,824)	\$ (28,824)	\$ (29,400)	\$ (29,400)	\$ (29,400)	\$ (29,400)	\$ (29,400)	\$ (29,400)	\$ (29,400)	\$ (29,400)																																				
Insurance - Apartments/Commercial	\$ (335,000)	\$ (335,000)	\$ (335,000)	\$ (335,000)	\$ (379,086)	\$ (379,086)	\$ (390,459)	\$ (390,459)	\$ (402,172)	\$ (402,172)	\$ (402,172)	\$ (402,172)	\$ (402,172)	\$ (402,172)	\$ (402,172)	\$ (402,172)																																				
Reserves - Apartments/Commercial	\$ (85,000)	\$ (85,000)	\$ (85,000)	\$ (85,000)	\$ (85,850)	\$ (85,850)	\$ (88,426)	\$ (88,426)	\$ (91,078)	\$ (91,078)	\$ (91,078)	\$ (91,078)	\$ (91,078)	\$ (91,078)	\$ (91,078)	\$ (91,078)																																				
Utilities	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (200,000)	\$ (226,320)	\$ (226,320)	\$ (233,110)	\$ (233,110)	\$ (240,103)	\$ (240,103)	\$ (240,103)	\$ (240,103)	\$ (240,103)	\$ (240,103)	\$ (240,103)	\$ (240,103)																																				
Maintenance	\$ (150,000)	\$ (150,000)	\$ (150,000)	\$ (150,000)	\$ (169,740)	\$ (169,740)	\$ (174,832)	\$ (174,832)	\$ (180,077)	\$ (180,077)	\$ (180,077)	\$ (180,077)	\$ (180,077)	\$ (180,077)	\$ (180,077)	\$ (180,077)																																				
Payroll/Admin/Other	\$ (425,000)	\$ (425,000)	\$ (425,000)	\$ (425,000)	\$ (480,930)	\$ (480,930)	\$ (495,358)	\$ (495,358)	\$ (510,219)	\$ (510,219)	\$ (510,219)	\$ (510,219)	\$ (510,219)	\$ (510,219)	\$ (510,219)	\$ (510,219)																																				
Management Fee	\$ (171,339)	\$ (171,339)	\$ (171,339)	\$ (171,339)	\$ (192,434)	\$ (192,434)	\$ (198,207)	\$ (198,207)	\$ (204,153)	\$ (204,153)	\$ (204,153)	\$ (204,153)	\$ (204,153)	\$ (204,153)	\$ (204,153)	\$ (204,153)																																				
Miscellaneous	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ (70,000)	\$ (79,212)	\$ (79,212)	\$ (81,588)	\$ (81,588)	\$ (84,036)	\$ (84,036)	\$ (84,036)	\$ (84,036)	\$ (84,036)	\$ (84,036)	\$ (84,036)	\$ (84,036)																																				
Total Expenses	\$ (1,854,560.38)	\$ (1,481,625.15)	\$ (1,854,560.38)	\$ (1,481,625.15)	\$ (2,040,157.63)	\$ (1,659,423.15)	\$ (2,088,564.79)	\$ (1,707,830.31)	\$ (2,146,955.40)	\$ (1,758,265.69)	\$ (2,146,955.40)	\$ (1,758,265.69)	\$ (2,146,955.40)	\$ (1,758,265.69)	\$ (2,146,955.40)	\$ (1,758,265.69)																																				
Net Operating Income	\$ 2,364,726.62	\$ 2,737,661.85	\$ 2,596,452.44	\$ 2,969,387.67	\$ 2,770,135.84	\$ 3,090,870.32	\$ 2,770,743.17	\$ 3,151,477.65	\$ 2,823,893.42	\$ 3,212,583.13	\$ 2,823,893.42	\$ 3,212,583.13	\$ 2,823,893.42	\$ 3,212,583.13	\$ 2,823,893.42	\$ 3,212,583.13																																				
Less Debt Service** (Int. only until 2021)	\$ (2,490,680.00)	\$ (2,490,680.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)	\$ (2,372,312.00)																																				
Cash Flow	\$ (125,953.38)	\$ 246,981.85	\$ 224,140.44	\$ 597,075.67	\$ 337,823.84	\$ 718,558.32	\$ 398,431.17	\$ 779,165.65	\$ 451,581.42	\$ 840,271.13	\$ 451,581.42	\$ 840,271.13	\$ 451,581.42	\$ 840,271.13	\$ 451,581.42	\$ 840,271.13																																				
Cash on Cash Return	-0.79%	1.55%	1.41%	3.74%	2.12%	4.51%	2.50%	4.89%	2.83%	5.27%	2.83%	5.27%	2.83%	5.27%	2.83%	5.27%																																				
Return Analysis follows this Pro Forma																																																				
*Other Income is an estimate of coffee shop, vending, misc. fees, exterior laundry, etc. (No parking income is currently estimated)																																																				
**Permanent Financing beginning in 2022 assumes a 4.75% interest rate on a 360 month amortization on a loan amount of \$38,397,755																																																				
Est. Payment = \$200,301/month.																																																				
<table><tr><th colspan="2">Apartment Vacancy Loss (per appraisal)</th><th colspan="2">Est. Avg. Exp. Increase (after Stabilization)</th><th colspan="2">Est. Rental Growth (after Stabilization)</th></tr><tr><td>% of Total Adjusted Gross Income (as of Stabilization)</td><td>5.0%</td><td>% of Total Adjusted Gross Income (as of Stabilization)</td><td>3.0%</td><td>% of Total Adjusted Gross Income (as of Stabilization)</td><td>2.3%</td></tr><tr><td>Insurance - Apartments/Commercial</td><td>8.0%</td><td>Management Fee</td><td>4.1%</td><td></td><td></td></tr><tr><td>Reserves - Apartments/Commercial</td><td>1.8%</td><td>Utilities</td><td>4.8%</td><td></td><td></td></tr><tr><td>Misc. (Incl. Adv., Internet, etc.)</td><td>1.7%</td><td>Maintenance</td><td>3.6%</td><td></td><td></td></tr><tr><td>Payroll, Administrative and General</td><td>10.2%</td><td></td><td></td><td></td><td></td></tr></table>																	Apartment Vacancy Loss (per appraisal)		Est. Avg. Exp. Increase (after Stabilization)		Est. Rental Growth (after Stabilization)		% of Total Adjusted Gross Income (as of Stabilization)	5.0%	% of Total Adjusted Gross Income (as of Stabilization)	3.0%	% of Total Adjusted Gross Income (as of Stabilization)	2.3%	Insurance - Apartments/Commercial	8.0%	Management Fee	4.1%			Reserves - Apartments/Commercial	1.8%	Utilities	4.8%			Misc. (Incl. Adv., Internet, etc.)	1.7%	Maintenance	3.6%			Payroll, Administrative and General	10.2%				
Apartment Vacancy Loss (per appraisal)		Est. Avg. Exp. Increase (after Stabilization)		Est. Rental Growth (after Stabilization)																																																
% of Total Adjusted Gross Income (as of Stabilization)	5.0%	% of Total Adjusted Gross Income (as of Stabilization)	3.0%	% of Total Adjusted Gross Income (as of Stabilization)	2.3%																																															
Insurance - Apartments/Commercial	8.0%	Management Fee	4.1%																																																	
Reserves - Apartments/Commercial	1.8%	Utilities	4.8%																																																	
Misc. (Incl. Adv., Internet, etc.)	1.7%	Maintenance	3.6%																																																	
Payroll, Administrative and General	10.2%																																																			

2026	2026	2027	2027	2028	2028	2029	2029	2030	2030	2031	2031
Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement
\$ 5,191,949.74	\$ 5,191,949.74	\$ 5,311,132.46	\$ 5,311,132.46	\$ 5,433,077.27	\$ 5,433,077.27	\$ 5,557,848.24	\$ 5,557,848.24	\$ 5,685,510.94	\$ 5,685,510.94	\$ 5,816,132.44	\$ 5,816,132.44
\$ 549,854.50	\$ 549,854.50	\$ 562,611.12	\$ 562,611.12	\$ 575,663.70	\$ 575,663.70	\$ 589,019.10	\$ 589,019.10	\$ 602,684.34	\$ 602,684.34	\$ 616,666.62	\$ 616,666.62
\$ 60,848.55	\$ 60,848.55	\$ 60,989.72	\$ 60,989.72	\$ 61,131.21	\$ 61,131.21	\$ 61,273.04	\$ 61,273.04	\$ 61,415.19	\$ 61,415.19	\$ 61,557.67	\$ 61,557.67
\$ 882,676.22	\$ 882,676.22	\$ 903,154.31	\$ 903,154.31	\$ 924,107.49	\$ 924,107.49	\$ 945,546.78	\$ 945,546.78	\$ 967,483.47	\$ 967,483.47	\$ 989,929.09	\$ 989,929.09
\$ 421,554.69	\$ 421,554.69	\$ 431,334.76	\$ 431,334.76	\$ 441,341.72	\$ 441,341.72	\$ 451,580.85	\$ 451,580.85	\$ 462,057.53	\$ 462,057.53	\$ 472,777.26	\$ 472,777.26
\$ 3,277,015.79	\$ 3,277,015.79	\$ 3,353,042.55	\$ 3,353,042.55	\$ 3,430,833.14	\$ 3,430,833.14	\$ 3,510,428.47	\$ 3,510,428.47	\$ 3,591,870.41	\$ 3,591,870.41	\$ 3,675,201.80	\$ 3,675,201.80
\$ 178,582	\$ 178,582	\$ 183,725	\$ 183,725	\$ 186,964	\$ 186,964	\$ 191,302	\$ 191,302	\$ 195,740	\$ 195,740	\$ 200,281	\$ 200,281
\$ 5,370,531.89	\$ 5,370,531.89	\$ 5,493,857.71	\$ 5,493,857.71	\$ 5,620,041.74	\$ 5,620,041.74	\$ 5,749,150.29	\$ 5,749,150.29	\$ 5,881,251.20	\$ 5,881,251.20	\$ 6,016,413.88	\$ 6,016,413.88
\$ (259,597.49)	\$ (259,597.49)	\$ (265,556.62)	\$ (265,556.62)	\$ (271,653.86)	\$ (271,653.86)	\$ (277,892.41)	\$ (277,892.41)	\$ (284,275.55)	\$ (284,275.55)	\$ (290,806.62)	\$ (290,806.62)
\$ (35,959.75)	\$ (35,959.75)	\$ (26,555.66)	\$ (26,555.66)	\$ (27,165.39)	\$ (27,165.39)	\$ (27,789.24)	\$ (27,789.24)	\$ (28,427.55)	\$ (28,427.55)	\$ (29,080.66)	\$ (29,080.66)
\$ 5,084,974.65	\$ 5,084,974.65	\$ 5,201,745.42	\$ 5,201,745.42	\$ 5,321,222.49	\$ 5,321,222.49	\$ 5,443,468.64	\$ 5,443,468.64	\$ 5,568,548.10	\$ 5,568,548.10	\$ 5,696,526.59	\$ 5,696,526.59
\$ (405,717)	\$ (17,027)	\$ (405,717)	\$ (17,027)	\$ (405,717)	\$ (17,027)	\$ (405,717)	\$ (17,027)	\$ (405,717)	\$ (17,027)	\$ (430,550)	\$ (215,275)
\$ (29,400)	\$ (29,400)	\$ (29,988)	\$ (29,988)	\$ (29,988)	\$ (29,988)	\$ (30,588)	\$ (30,588)	\$ (30,588)	\$ (30,588)	\$ (31,200)	\$ (31,200)
\$ (414,238)	\$ (414,238)	\$ (426,665)	\$ (426,665)	\$ (439,465)	\$ (439,465)	\$ (452,649)	\$ (452,649)	\$ (466,228)	\$ (466,228)	\$ (480,215)	\$ (480,215)
\$ (93,811)	\$ (93,811)	\$ (96,625)	\$ (96,625)	\$ (99,524)	\$ (99,524)	\$ (102,509)	\$ (102,509)	\$ (105,585)	\$ (105,585)	\$ (108,752)	\$ (108,752)
\$ (247,306)	\$ (247,306)	\$ (254,725)	\$ (254,725)	\$ (262,367)	\$ (262,367)	\$ (270,238)	\$ (270,238)	\$ (278,345)	\$ (278,345)	\$ (286,695)	\$ (286,695)
\$ (185,479)	\$ (185,479)	\$ (191,044)	\$ (191,044)	\$ (196,775)	\$ (196,775)	\$ (202,678)	\$ (202,678)	\$ (208,759)	\$ (208,759)	\$ (215,022)	\$ (215,022)
\$ (525,525)	\$ (525,525)	\$ (541,291)	\$ (541,291)	\$ (557,530)	\$ (557,530)	\$ (574,256)	\$ (574,256)	\$ (591,483)	\$ (591,483)	\$ (609,228)	\$ (609,228)
\$ (210,278)	\$ (210,278)	\$ (216,586)	\$ (216,586)	\$ (223,084)	\$ (223,084)	\$ (229,776)	\$ (229,776)	\$ (236,670)	\$ (236,670)	\$ (243,770)	\$ (243,770)
\$ (86,557)	\$ (86,557)	\$ (89,154)	\$ (89,154)	\$ (91,828)	\$ (91,828)	\$ (94,583)	\$ (94,583)	\$ (97,421)	\$ (97,421)	\$ (100,343)	\$ (100,343)
\$ (2,198,310.55)	\$ (1,809,620.84)	\$ (2,251,794.36)	\$ (1,863,104.65)	\$ (2,306,277.05)	\$ (1,917,587.34)	\$ (2,362,994.22)	\$ (1,974,304.50)	\$ (2,420,794.90)	\$ (2,032,105.19)	\$ (2,505,774.71)	\$ (2,290,499.72)
\$ 43.23%	\$ 35.59%	\$ 43.29%	\$ 35.82%	\$ 43.34%	\$ 36.04%	\$ 43.41%	\$ 36.27%	\$ 43.47%	\$ 36.49%	\$ 43.99%	\$ 40.31%
\$ 2,886,664.10	\$ 3,275,353.81	\$ 2,949,951.06	\$ 3,338,640.77	\$ 3,014,945.44	\$ 3,403,635.15	\$ 3,080,474.42	\$ 3,469,164.13	\$ 3,147,753.20	\$ 3,536,442.91	\$ 3,190,751.88	\$ 3,406,026.87
\$ (\$2,372,312.00)	\$ (2,372,312.00)	\$ (\$2,372,312.00)	\$ (2,372,312.00)	\$ (\$2,372,312.00)	\$ (2,372,312.00)	\$ (\$2,372,312.00)	\$ (2,372,312.00)	\$ (\$2,372,312.00)	\$ (2,372,312.00)	\$ (\$2,372,312.00)	\$ (2,372,312.00)
\$ 514,352.10	\$ 903,041.81	\$ 577,639.06	\$ 966,328.77	\$ 642,633.44	\$ 1,031,323.15	\$ 708,162.42	\$ 1,096,812.13	\$ 775,441.20	\$ 1,164,130.91	\$ 818,439.88	\$ 1,033,714.87
3.23%	5.66%	3.62%	6.06%	4.03%	6.47%	4.44%	6.89%	4.86%	7.30%	5.13%	6.48%

2032	2032	2033	2033	2034	2034	2035	2035
Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement	Projections	w/Abatement
\$ 5,951,066.71	\$ 5,951,066.71	\$ 6,089,194.56	\$ 6,089,194.56	\$ 6,230,528.44	\$ 6,230,528.44	\$ 6,375,142.77	\$ 6,375,142.77
\$ 630,973.28	\$ 630,973.28	\$ 645,674.96	\$ 645,674.96	\$ 660,719.19	\$ 660,719.19	\$ 676,113.94	\$ 676,113.94
\$ 63,985.81	\$ 63,985.81	\$ 64,447.08	\$ 64,447.08	\$ 65,942.26	\$ 65,942.26	\$ 67,472.12	\$ 67,472.12
\$ 1,012,895.44	\$ 1,012,895.44	\$ 1,036,394.61	\$ 1,036,394.61	\$ 1,060,438.97	\$ 1,060,438.97	\$ 1,085,041.15	\$ 1,085,041.15
\$ 483,745.69	\$ 483,745.69	\$ 494,968.59	\$ 494,968.59	\$ 506,451.86	\$ 506,451.86	\$ 518,201.55	\$ 518,201.55
\$ 3,760,466.49	\$ 3,760,466.49	\$ 3,847,709.31	\$ 3,847,709.31	\$ 3,936,976.16	\$ 3,936,976.16	\$ 4,028,314.01	\$ 4,028,314.01
\$ 204,928	\$ 204,928	\$ 209,682	\$ 209,682	\$ 214,547	\$ 214,547	\$ 219,524	\$ 219,524
\$ 6,155,994.68	\$ 6,155,994.68	\$ 6,298,876.85	\$ 6,298,876.85	\$ 6,445,075.36	\$ 6,445,075.36	\$ 6,594,667.18	\$ 6,594,667.18
\$ (297,553.34)	\$ (297,553.34)	\$ (304,459.73)	\$ (304,459.73)	\$ (311,526.42)	\$ (311,526.42)	\$ (318,757.14)	\$ (318,757.14)
\$ (29,755.33)	\$ (29,755.33)	\$ (30,445.97)	\$ (30,445.97)	\$ (31,152.64)	\$ (31,152.64)	\$ (31,875.71)	\$ (31,875.71)
\$ 5,828,686.01	\$ 5,828,686.01	\$ 5,963,971.15	\$ 5,963,971.15	\$ 6,102,396.30	\$ 6,102,396.30	\$ 6,244,034.33	\$ 6,244,034.33
\$ (430,550)	\$ (215,275)	\$ (439,161)	\$ (219,586)	\$ (439,161)	\$ (219,586)	\$ (447,944)	\$ (223,972)
\$ (31,200)	\$ (31,200)	\$ (31,824)	\$ (31,824)	\$ (31,824)	\$ (31,824)	\$ (32,460)	\$ (32,460)
\$ (494,621)	\$ (494,621)	\$ (509,460)	\$ (509,460)	\$ (524,744)	\$ (524,744)	\$ (540,486)	\$ (540,486)
\$ (112,015)	\$ (112,015)	\$ (115,375)	\$ (115,375)	\$ (118,836)	\$ (118,836)	\$ (122,402)	\$ (122,402)
\$ (295,296)	\$ (295,296)	\$ (304,155)	\$ (304,155)	\$ (313,280)	\$ (313,280)	\$ (322,678)	\$ (322,678)
\$ (221,472)	\$ (221,472)	\$ (228,116)	\$ (228,116)	\$ (234,960)	\$ (234,960)	\$ (242,009)	\$ (242,009)
\$ (627,505)	\$ (627,505)	\$ (646,330)	\$ (646,330)	\$ (665,720)	\$ (665,720)	\$ (685,691)	\$ (685,691)
\$ (251,083)	\$ (251,083)	\$ (258,615)	\$ (258,615)	\$ (266,374)	\$ (266,374)	\$ (274,365)	\$ (274,365)
\$ (103,354)	\$ (103,354)	\$ (106,454)	\$ (106,454)	\$ (109,648)	\$ (109,648)	\$ (112,937)	\$ (112,937)
\$ (2,567,095.46)	\$ (2,351,820.47)	\$ (2,639,490.82)	\$ (2,419,910.33)	\$ (2,704,546.00)	\$ (2,484,965.51)	\$ (2,780,972.05)	\$ (2,556,999.95)
\$ 44.04%	\$ 40.35%	\$ 44.26%	\$ 40.58%	\$ 44.32%	\$ 40.72%	\$ 44.54%	\$ 40.95%
\$ 3,261,590.55	\$ 3,476,865.54	\$ 3,324,480.33	\$ 3,544,000.82	\$ 3,397,850.30	\$ 3,617,430.79	\$ 3,463,062.28	\$ 3,687,034.38
\$ (\$7,372,312.00)	\$ (2,372,312.00)	\$ (\$7,372,312.00)	\$ (2,372,312.00)	\$ (\$7,372,312.00)	\$ (2,372,312.00)	\$ (\$7,372,312.00)	\$ (2,372,312.00)
\$ 889,278.55	\$ 1,104,553.54	\$ 952,168.33	\$ 1,171,748.82	\$ 1,025,538.30	\$ 1,245,118.79	\$ 1,090,750.28	\$ 1,314,722.38
5.58%	6.93%	5.97%	7.35%	6.43%	7.81%	6.84%	8.24%

Return Analysis

Cash-on-Cash Return (with Abatement)

	Construction	Year 1	Year 2	Year 3
Initial Equity/Residual Value	(15,948,370)			
Cash Flow		246,982	597,076	718,558
Total Cash Flow	(15,948,370)	246,982	597,076	718,558
Cumulative Cash Flow	(15,948,370)	(15,701,388)	(15,104,312)	(14,385,754)
Cumulative Cash on Cash Return at Stabilization				-90.20%
Year 3 Cash on Cash Return				4.51%

Cash-on-Cash Return (without Abatement)

	Construction	Year 1	Year 2	Year 3
Initial Equity	(15,948,370)			
Cash Flow		(125,953)	224,140	337,824
Total Cash Flow	(15,948,370)	(125,953)	224,140	337,824
Cumulative Cash Flow	(15,948,370)	(16,074,323)	(15,850,183)	(15,512,359)
Cumulative Cash on Cash Return at Stabilization				-97.27%
Year 3 Cash on Cash Return				2.12%

Project Assumptions (with Abatement)

STL 505 Budget	53,846,125
Total Investment:	53,846,125
Private Debt:	37,897,755
Private Equity:	15,948,370
Assumptions For Calculations:	
LV Ratio:	77%
*Appraisal = \$49,800,000	
Equity Invested:	2019-2020
Construction Period	2019-2020
Proforma Start	2021

Project Assumptions (without Abatement)

STL 505 Budget	53,846,125
Total Investment:	53,846,125
Private Debt:	37,897,755
Private Equity:	15,948,370
Assumptions For Calculations:	
LV Ratio:	77%
*Appraisal = \$49,800,000	
Equity Invested:	2019-2020
Construction Period	2019-2020
Proforma Start	2021

EXHIBIT J

[URBAN REDEVELOPMENT CORPORATION/DEVELOPER]

[See attached documents]

1. Urban Redevelopment Corporation: STL 505 Redevelopment Corporation

a. Board of Directors:

1. Dan Weinstein
2. Stuart Liner
3. Rob Haik

b. Officers

1. Stuart Liner (President)
2. Dan Weinstein (Secretary)

2. Co-Developer: College Town International, LLC ("CTI")

a. Principal:

Stuart Liner

b. Principal

Dan Weinstein

- The CTI principals have over 75 years of experience developing office, retail, and high end residential projects. These projects include a mix of both public and private sector developments. Many of these projects were unique and challenging, and required a deep level of expertise working with local municipalities and various constituencies to build a groundswell of support and buy-in.
- Over 20 projects completed.
- Sectors include: Student Housing, Luxury Residential, Retail, and Commercial Office.
- See attached project summary sheet.

3. Co-Developer Formation Development & Design

a. Principal

Steve Papa

- Formation has over 24 years of experience developing student housing communities in multiple states.
- Over 20 projects completed, providing in excess of 13,000 beds and related amenity features.
- See attached project summary sheet.

TEAM – FIRM DESCRIPTION/BIOS

COLLEGE TOWN INTERNATIONAL (CTI)- LEAD DEVELOPER

The CTI principals have over 75 years of combined experience working on numerous complex transactions in both the public and private sectors. The firm's focus is to provide student housing as well as market rate housing for students who prefer to live within close proximity to major Universities and Colleges. CTI's focus is on acquiring sites to develop within walking distance to campuses throughout the U.S. The CTI team takes every project from inception, through entitlements, ground up construction, and leasing and marketing, until eventual stabilization of the asset. Presently, CTI has eight (8) projects in development in three states.



Stuart Liner, President

Stuart Liner is the President of College Town International, LLC (CTI), a housing developer based in Southern California. In addition, Mr. Liner also serves as the Managing Partner for DLA Piper's Los Angeles office. Stuart is known for his extraordinary legal acumen, which serves a broad and diverse clientele encompassing real estate, entertainment, government, and financial services. Previously, Stuart Liner was the founder of Liner LLP, a very successful boutique law firm that he founded in the 1990's until being acquired by DLA Piper in 2017. For over two decades at the helm of Liner LLP, Stuart launched a number of successful business ventures with key clients. During this same period, he has developed 20 exclusive, high end residential projects with combined sales of over \$250M.

Dan Weinstein, Managing Partner

Dan Weinstein serves as Managing Director of College Town International, LLC (CTI). For over 35 years, Mr. Weinstein has been involved in a number of complex transactions involving both the public and private sectors. Dan's expertise and experience with local governments is a key component of CTI's business model. Dan's primary focus is on working with constituencies at the local level to build support for the Company's projects. In addition to being a principal, Dan Weinstein has worked for decades in the capital markets arena and has a deep understanding of the importance of transparency, governance, and investor relations.



CTI has six projects in development, with more than 3,000 beds, and a total project cost of approximately \$300M. Four of the projects are in California, with projects in Springfield, Missouri and Arlington, Texas.

Project breakdown



Davis Live – A 440 bed residential development in Oxford Circle, the most coveted location next to the University of California, Davis. UC Davis is one of the fastest growing and most successful Universities in the nation. Davis Live is a state-of-the-art, residential community that will offer students a broad array of amenities including a pool, fitness facility, study and flex space, full wi-fi and connectivity, all in a state-of-the-art facility just a stone's throw from campus. Anticipated completion is Fall of 2021.



Q Street Commons – Located on a premier site next to California State University, Sacramento, The Commons is a 424 bed, transit oriented development project in East Sacramento. The University has an enrollment of 33,000 students, with merely 2,000 beds on the campus grounds. Demand for housing near light rail transportation and adjacent to the campus among young professionals and students continues to rise.



The Davison - CTI acquired two parcels totaling 2.2 acres, which were purchased from the Sacramento Redevelopment Agency. The two sites are in the Oak Park community, just a few blocks from the UC Davis Medical Center. CTI is creating a mixed-use development that will include housing for medical students, staff, and physicians, along with ground floor retail along the very busy Stockton Boulevard corridor. The sites are also next to the new proposed Aggie Square development, a large and transformative research park and innovation center being built by the University.



Walnut & Monte Vista – CTI has purchased 12 acres in Turlock, in the Central Valley and within fairly close proximity to Oakland, Sacramento, and San Jose. The site is next door to California State University, Stanislaus, which has been experiencing stable and consistent growth over the past decade. The plan is to develop 350 townhomes with over 700 beds to market to a growing community of young professionals, families, and students. The plan also includes campus serving retail along Monte Vista, one of the busiest thoroughfares in the City.



STL 505 – CTI has purchased two acres in Springfield, Missouri, 4 blocks from Missouri State University (MSU). In addition to being close to the MSU campus, the site on St. Louis Street is located in the heart of the downtown square. Plans are being developed for a 225,000 sf, six story, 526 bed project that will offer fitness, study areas, and a ground floor coffee shop. This project is in a Qualified Opportunity Zone (QOZ), which will help revitalize downtown Springfield.



STEVE PAPA

EDUCATION

Bachelor of Science
Business Administration
Emporia State University

BACKGROUND

32 years of Real Estate/ Real Estate Development

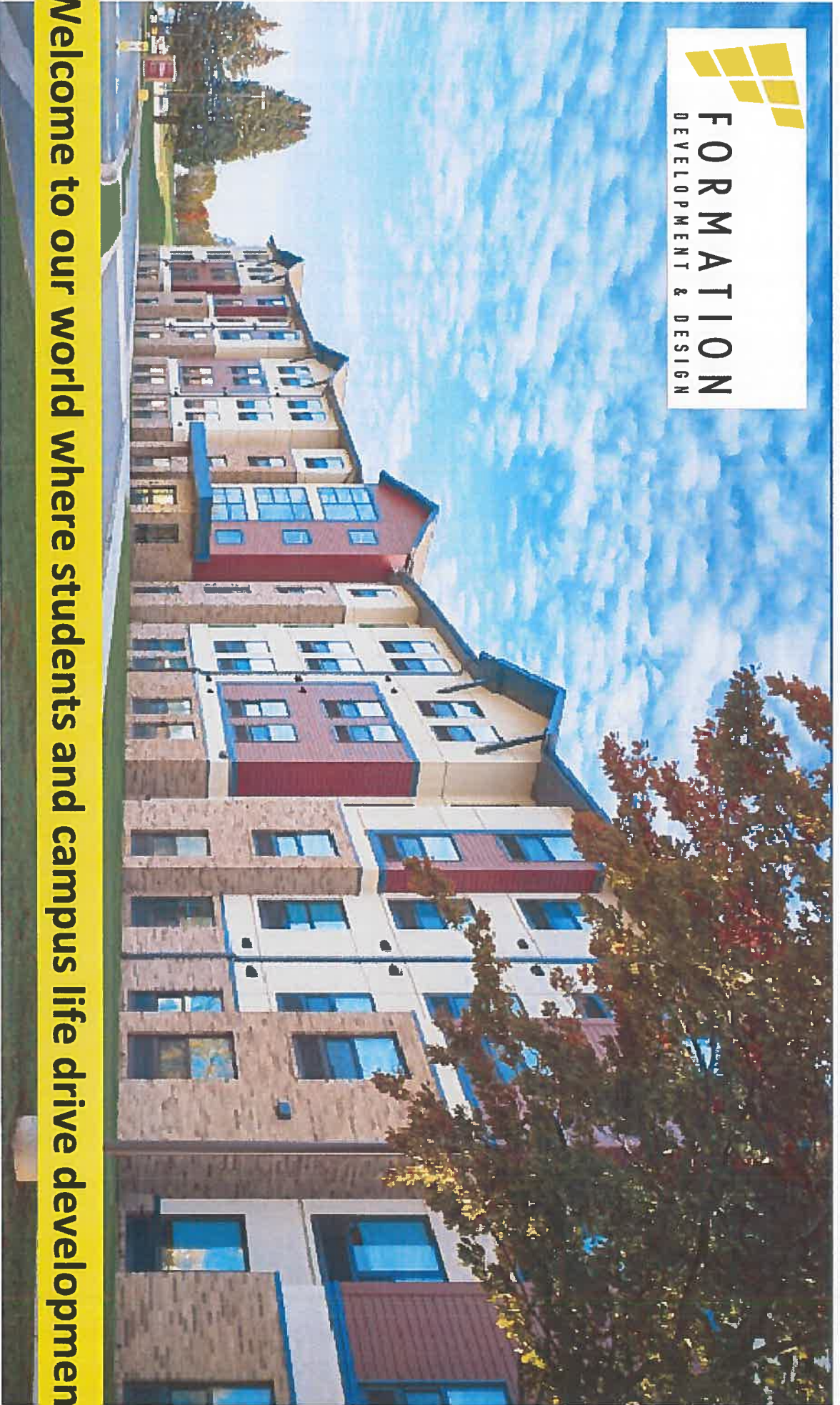
Mr. Papa has 32 years of real estate and real estate development experience. For the last 24 years Mr. Papa's expertise has focused on the student housing industry and includes: development, transaction structuring, project management, and finance. His responsibilities encompass site selection and planning, pre-development, permitting, budgeting, design, cost analysis, contract negotiation, project and construction oversight – as well as extensive communication with clients, project architects, contractors, and consultants.

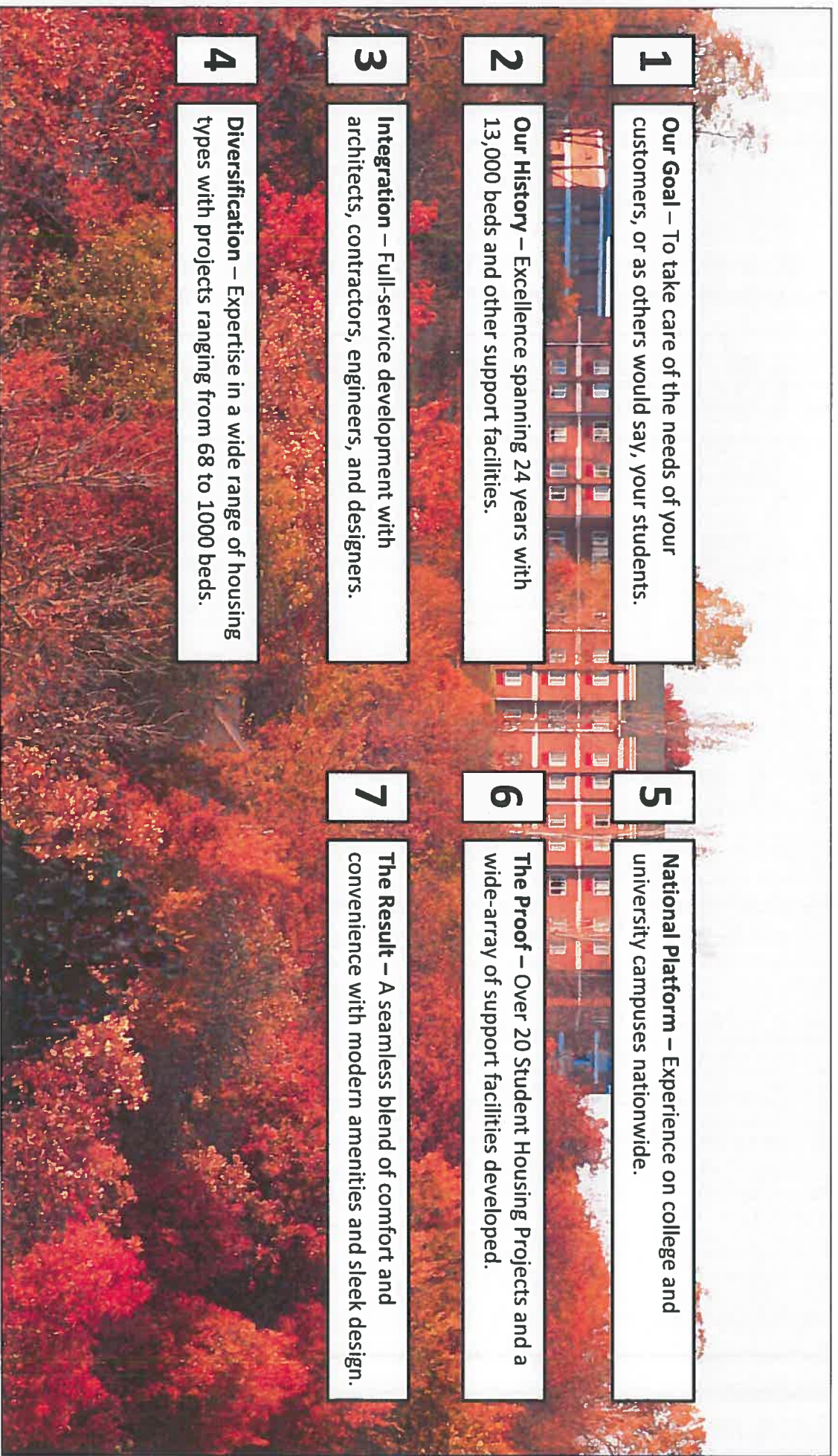
Development projects completed have incorporated every aspect of collegiate needs including: student housing, event center with alumni & foundation offices, library renovation, apartment renovation, classrooms, athletic facilities, day care, cafeterias, student medical clinic, student center/union, bowling alley, student support offices, and many types of facilities delivered through public private partnerships (P3).

All projects have been delivered on time and at budget.



Welcome to our world where students and campus life drive development





Student Housing Communities –

Barton County Community College
Barclay College
Virginia State University
Neosho County Community College – 2*
North Carolina A&T State University – 5*
Key West Community College
Central State University – 2*
Colby Community College
University of Arkansas at Pine Bluff – 2*
Avila University
Baker University
Wilberforce University
Northwood University
Wiley College
Lake Michigan College
Jackson College
Voorhees College

* Denotes multiple projects

Support Development Projects –

Event Center with Alumni and
Foundation Offices
Library Renovation
Apartment Renovations
Coffee Café
Classrooms
Cafeterias
Student Medical Clinic
Athletic Facility
Daycare
Student Center/Union
Bowling Alley

2140 E. Southlake Blvd. Suite L-621 Southlake, TX 76029 | 816.20.4883 | spapa@formationdd.com

ARTICLES OF AGREEMENT
OF
STL 505 REDEVELOPMENT CORPORATION

The undersigned, being a natural person of the age of eighteen (18) years or more, and acting as incorporator of a corporation to be organized pursuant to the provisions of the "Urban Redevelopment Corporations Law" of Missouri, Chapter 353, RSMo., does hereby adopt the following Articles of Agreement.

ARTICLE I

The name of the corporation is STL 505 Redevelopment Corporation (the "*Corporation*").

ARTICLE II

The principal business office shall be located at 9595 Wilshire Blvd., Suite 900, Beverly Hills, CA 90212 with a mailing address of 9595 Wilshire Blvd., Suite 900, Beverly Hills, CA 90212.

ARTICLE III

The address of the initial registered office and registered agent of the Corporation in the State of Missouri is 2144 E. Republic Road, Suite B300, Springfield, Missouri 65804, with a mailing address of 2144 E. Republic Road, Springfield, Missouri 65804. The initial registered agent of the Corporation at such address is Spenserv-Springfield, Inc.

ARTICLE IV

The aggregate number of shares which the Corporation shall have the authority to issue is 30,000, all having a par value of \$0.01 each, and all of which are of one class and are designated as Common Stock. All shares shall have equal rights and powers and there are no pre-emptive rights of shareholders with respect to any shares issued or to be issued by the Corporation.

ARTICLE V

The Corporation is formed for the following purposes:

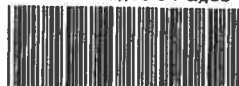
5.1 To acquire, construct, maintain and operate a redevelopment project or redevelopment projects in accordance with the provisions of Chapter 353, RSMo.

5.2 To purchase, receive or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lease, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of other domestic or foreign corporations, associates, partnerships or individuals, insurance or annuities in any form, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof.

5.3 To purchase, receive, lease or otherwise acquire, own, hold, improve, use, sell and otherwise deal in and with real or personal property, or any interests therein, wherever situated.

5.4 To engage in any lawful act or activity for which corporations may be organized under the Urban Redevelopment Corporations Law of Missouri.

ORI-07112019-1924 State of Missouri
No of Pages 5 Pages



Creation - For Profit (D)

5.5 To serve a public purpose and all real estate acquired by it and all structures erected by it are to be acquired for the purpose of promoting the public health, safety and welfare, in that the stockholders of the Corporation shall when they subscribe to and receive the stock hereof, agree that the net earnings of the Corporation shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to such Corporation of the redevelopment project, including the cost of the land or the balances of such cost as reduced by amortization payments, provided that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- (a) All costs and expenses of maintenance and operation;
- (b) Amounts paid for taxes, assessments, insurance premiums and other similar charges;
- (c) An annual amount sufficient to amortize the cost of the entire project at the end of the period, which shall not be more than sixty (60) years from the date of completion of the project. The development plan may contain provisions satisfactory to the legislative authority authorizing such plan that any surplus earnings in excess of the rate of net earnings provided in this chapter may be held by the Corporation as a reserve for maintenance at such rate of return in the future and may be used by the Corporation to offset any deficiency and such rate of return which may have occurred in prior years; or may be used to accelerate the amortization payment; or for the enlargement of the project; or for reduction in the rentals therein; provided, that any excess of such surplus earnings remaining at the termination of a tax relief granted pursuant to Section 353.110 shall be turned over by the Corporation to the city.

5.6 To clear, re-plan, reconstruct or rehabilitate blighted areas, and the construction of such industrial, commercial, residential or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appointments thereto.

5.7 It is the intention of each of the purposes specified hereinabove shall be liberally construed as powers and in no way limited or restricted by reference to or inference from the terms contained therein or any other paragraph. The enumeration of specific purposes shall not be construed to restrict in any manner the general objects and purposes of this Corporation, nor shall the expression of one thing be deemed to exclude another.

ARTICLE VI

The name and mailing address of the subscriber is:

Matthew E. Wine
Spencer Fane LLP
1000 Walnut, Suite 1400
Kansas City, MO 64106

ARTICLE VII

The number of directors to constitute the Board of Directors of the Corporation is three (3). The name and mailing address of each person who is to serve as a director for the first year or until a successor is elected is as follows:

Daniel Weinstein
9595 Wilshire Blvd., Suite 900
Beverly Hills, CA 90212

Stuart Liner
9595 Wilshire Blvd., Suite 900
Beverly Hills, CA 90212

Rob Haik
5039 South National
Springfield, MO 65810

The number of Directors to constitute subsequent Boards of Directors shall be fixed by, or in the manner provided in, the By-laws of the Corporation, but shall be no less than three (3) or more than four (4).

ARTICLE VIII

The duration of the Corporation shall be ninety-nine years.

ARTICLE IX

No contract or other transaction between this Corporation and any other firm or Corporation shall be affected or invalidated by reason of the fact that any of the directors or officers of this Corporation are interested in or are members, shareholders, directors or officers of such other firm or Corporation. Any director or officer of this Corporation may be a party to or may be interested in any contract or transaction of this Corporation or in which this Corporation is interested and no such contract shall be affected or invalidated thereby. Each and every person who may become a director or officer of this Corporation is hereby relieved of any liability that might otherwise exist from his contracting with this Corporation for the benefit of himself or any firm, person, association or Corporation which he may be in any way interested in each case as long as the contract or transaction is fair to the company or is otherwise authorized by Missouri law.

ARTICLE X

10.1 *Indemnification.* Each person who was or is made a party, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*proceeding*"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation, or is or was serving at the request for the Corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, whether the basis of such proceeding is an alleged act, failure to act, or omission in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General and Business Corporation Law of Missouri and the General Not for Profit Corporation Law of Missouri, as both now exist or may hereafter be amended, (but, in the case of any amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification than said Law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss

WA 13263662.1

(including attorney's fees, judgments, fines, and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that the Corporation shall indemnify any such person seeking indemnity in connection with a proceeding initiated by such person only if such proceeding was authorized or later ratified by the Board of Directors of the Corporation or is authorized by this Article. Such indemnification shall include the right to be paid by the Corporation for all expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Article or otherwise.

10.2 *Right of Claimant to Bring Suit.* If any amount claimed due under Section 10.1, above, is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

10.3 *Limitation of Indemnification.* No indemnity pursuant to this Article shall be paid by the Corporation on account of any director's or officer's conduct which is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct by a court having jurisdiction in the matter.

10.4 *Non-exclusivity.* The indemnification and rights conferred on any person by this Article shall not be exclusive of any other indemnification or right which such person may have or hereafter acquire under any statute or rule of law, or under any provision of the Articles of Incorporation or By-Laws of this Corporation, or under or by reason of agreement, vote of stockholders or disinterested directors or otherwise.

10.5 *Insurance.* The Corporation may maintain insurance, at its expense, to protect itself and any such director or officer against any expense, liability or loss, whether or not the Corporation has the power to indemnify such person against such expense, liability or loss under the General and Business Corporation Law of Missouri or the General Not for Profit Corporation Law of Missouri.

10.6 *Survival.* Each person who was or is a director or officer of the Corporation and the heirs, executors, administrators and estate of such person, are third party beneficiaries of this Article and shall be entitled to enforce against the Corporation all indemnification and other rights granted to such person by applicable law and as otherwise provided in this Article.

10.7 *Amendment or Repeal.* This Article may be hereafter amended or repealed; provided, however, that no amendment or repeal or adoption of a provision inconsistent with the provisions of this Article shall reduce, terminate or otherwise adversely affect the right of a person who was or is a director or officer to obtain indemnification or an advance of expenses with respect to a proceeding that pertains to or arises out of any act, failure to act or omission that occurred prior to the effective date of the amendment, repeal or adoption of such inconsistent provision.

ARTICLE XI

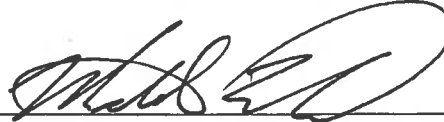
In the event that income debenture certificates are issued by the Corporation, the owners thereof shall have the same right to vote as they would have if possessed of certificates of stock of the amount and par value of the income debenture certificates held by them. The income debenture certificates or preferred stock of the Corporation may be retired as and when there shall be funds available in the

treasury of the Corporation from the receipt of the amortization or sinking fund in installments for the purpose. Interest shall not be paid by the Corporation upon such income debenture certificates in excess of nine percent (9%) per annum. This limitation shall not apply to other debt of the Corporation.

ARTICLE XII

The Board of Directors may make, alter, and repeal the By-Laws of the Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name this 8th day of July, 2019.



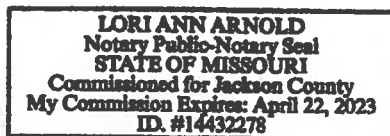
Matthew E. Wine, Subscriber/Incorporator

STATE OF MISSOURI)
)
COUNTY OF JACKSON)

ss.

I, Lori Ann Arnold, a Notary Public in and for said County and State, do hereby certify that on this 11th day of July, 2019, personally appeared Matthew E. Wine, who being by me first duly sworn, declared that he is the person who signed the foregoing document as Subscriber/Incorporator, and that the statements contained therein are true.

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



Name: Lori Ann Arnold
Title: Notary Public

My Commission Expires: _____
County of Commission: ~~Greene~~ Jackson

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF AGREEMENT OR ASSOCIATION

WHEREAS, Articles of Agreement or Association of

STL 505 Redevelopment Corporation
RD001393956

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Urban Redevelopment Corporations Law.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Urban Redevelopment Corporations Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of July, 2019.


Secretary of State



STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

STL 505 Redevelopment Corporation
RD001393956

was created under the laws of this State on the 11th day of July, 2019, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of July, 2019.


Secretary of State



Certification Number: CERT-07112019-0121

Exhibit 2

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: 353 Redevelopment Agreement

Date of Document: _____, 2019

Grantor: City of Springfield, a municipal corporation

Grantee: STL 505 Redevelopment Corporation
9595 Wilshire Blvd, Suite 900
Beverly Hills, CA 90212

Legal Description: See Exhibit A attached hereto.

Please return recorded document to: City of Springfield
Planning and Development Department
P.O. Box 8368
840 N. Boonville Ave.
Springfield, MO 65801

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached 353 Redevelopment Agreement. In the event of a conflict between the provisions of the attached 353 Redevelopment Agreement and the provisions of this cover page, the attached 353 Redevelopment Agreement shall prevail and control.

353 REDEVELOPMENT AGREEMENT
BETWEEN
STL 505 REDEVELOPMENT CORPORATION
AND
CITY OF SPRINGFIELD, MISSOURI
FOR THE STL 505 REDEVELOPMENT AREA

TABLE OF CONTENTS

1. Items Incorporated in this Agreement.....	1
2. Legal Descriptions.....	1
3. Development Improvements	1
4. Time Schedule	1
5. Demolition of Buildings	2
6. Relocation Plan	2
7. Control of Project.....	2
8. Tax Abatement.....	2
9. Effect of Sale on Tax Relief.....	4
10. Earnings Limitation.....	4
11. Indebtedness Limitation	6
12. Accounting Practices.....	6
13. Sale or Disposition of Project Property.....	6
14. Assignment of Development Plan	7
15. Breach – Failure to Comply.....	7
16. Excusable Delays.....	7
17. Default.....	7
18. Notice	8
19. Modification – Interpretation	8
20. Effective Date.....	8
21. Applicability	8
22. Recording.....	8

23. Continuing Obligation to Maintain Redev. Area and Redev. Project ..	9
24. Interpretation	9
25. Headings	9
26. Severability	9
27. Counterparts	9
28. Nondiscrimination	9

EXHIBITS

EXHIBIT A – Legal Description of Redevelopment Area

EXHIBIT B – Development Plan

353 REDEVELOPMENT AGREEMENT

THIS 353 REDEVELOPMENT AGREEMENT (this “**Agreement**”), is being entered into this ____ day of _____, 2019, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation (the “**City**”), and STL 505 REDEVELOPMENT CORPORATION (“**Developer**”), a corporation duly organized and existing pursuant to Section 353.010 *et seq.*, RSMo (“**The Urban Redevelopment Corporations Law**”), with a mailing address of 9595 Wilshire Blvd, Suite 900, Beverly Hills, CA 90212.

WITNESSETH:

WHEREAS, on or about _____, Developer filed with the City Clerk of Springfield, Missouri a redevelopment plan (the “**Development Plan**”) providing for the construction of a Redevelopment Project (as defined in Section 3 hereof) in Springfield, Greene County, Missouri on the land described in the Development Plan (the “**Redevelopment Area**” as defined in Section 2 hereof), together with an application for approval of the Development Plan (the “**Application**”); and

WHEREAS, on _____, 2019, the City Council of Springfield, Missouri passed Special Ordinance No. _____ (the “**Ordinance**”), which approved the Application and Development Plan and authorized and directed the City Manager to enter into an agreement with Developer for the implementation of the Development Plan.

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

1. Items Incorporated in this Agreement. The provisions of the Ordinance, the provisions of the Development Plan, a copy of which is on file at the office of the City Clerk, and the provisions of Chapter 353, RSMo, as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

2. Legal Descriptions. The Redevelopment Area is legally described in Exhibit A attached hereto and incorporated herein by reference.

3. Development Improvements. In accordance with the terms and conditions of the Development Plan and this Agreement, Developer shall rehabilitate, construct or cause to be constructed within the Redevelopment Area, those certain improvements pursuant to the Ordinance and the Development Plan attached hereto and incorporated herein as Exhibit B. The Redevelopment Area is located at 501-517 East Saint Louis Street. The Development Plan proposes to demolish the structures in the Redevelopment Area and construct a 193-unit multi-family residential student housing development that will consist of a single, five-story building that will include a 171-space parking garage in the basement (the “**Redevelopment Project**”).

4. Time Schedule. Blight removal and construction of the Redevelopment Project shall commence and be completed no later than the dates set below:

(i) Property Acquisition: STL 505 Redevelopment Corporation, a Missouri urban redevelopment corporation, will own the real property and improvements located in the Redevelopment Area on or before December 31, 2021.

(ii) Blight Removal and Redevelopment: Blight will be removed and the Redevelopment Area will be redeveloped and used in accordance with the approved Development Plan. All blight removal and redevelopment activities shall be complete for the Redevelopment Area on or before December 31, 2021, subject to Section 16, below.

Subject to the provisions of Section 16 of this Agreement, Excusable Delays, if Developer fails to adhere to and satisfy the above schedule for blight removal and redevelopment, and if such failure continues for a period of two (2) years, then Developer's rights hereunder shall terminate without further action by the City.

5. Demolition of Buildings. The buildings and improvements at 501, 503 and 505 East Saint Louis Street will be demolished to facilitate construction of the Redevelopment Project.

6. Relocation Plan. There are no residents or businesses within the Redevelopment Area that are being relocated, so no relocation benefits are being provided.

7. Control of Project. Developer shall have complete and exclusive control over the renovation of the Redevelopment Project which it owns or controls insofar as the City is concerned, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances, building codes, and property maintenance codes. Developer hereby grants to the City, its agents, and employees the right to enter upon all improvements under the control of Developer and located in the Redevelopment Area, for the purpose of inspecting the Redevelopment Project during regular business hours. Developer shall have complete and exclusive control over the construction, management, disposition and leasing of property which it owns within the Redevelopment Area. Developer's control over leasing includes, without limitation, the determination of rent rates and the selection or rejection of potential tenants. Notwithstanding the foregoing, the overall design of the Redevelopment Project, including but not limited to, architectural style, theme, building placement, building materials, site amenities and landscaping shall be subject to the reasonable approval of the Department of Building Development Services and the Department of Planning and Development, as evidenced in writing by a letter signed by the Directors of said Departments.

8. Tax Abatement.

a. First Ten Years - Land Only; Payments in Lieu of Taxes. The real property in the Redevelopment Area shall not be subject to assessment or payment of general ad

valorem taxes imposed by the City, the State of Missouri, or any political subdivision thereof, for a period of ten (10) years after the date that Developer becomes the owner of such real property (the “**Ten-Year Term**”) except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Greene County, Missouri, for taxes due and payable thereon during the calendar year prior to the Redevelopment Corporation acquiring the real property and improvements located within the Redevelopment Area (the “**Unabated Taxes**”). The amounts of such general ad valorem tax assessments shall not be increased during said Ten Year Term so long as the real property is used in accordance with the Development Plan. If any portion of such real property was tax exempt, or if the Assessor of Greene County has not previously assessed such real property immediately prior to its acquisition by Developer, then the Assessor of Greene County, Missouri, upon acquisition of such property by the Developer and upon request of the City, shall promptly assess such real property, exclusive of improvements, in accordance with the provisions of Section 353.110.2, RSMo 2000, as now existing. The amount of such assessed valuation so fixed by the Greene County Assessor or in the manner as provided by law shall not be increased during the Ten Year Term, so long as said real property is used in accordance with the Development Plan. Developer shall notify the City, in writing, of any tax exempt real property which it acquires in connection with the Redevelopment Project.

Notwithstanding the tax abatement provided for in Section 353.110 of The Urban Redevelopment Corporations Law, so long as the Redevelopment Area receives the benefit of the tax abatement set forth in this Section, during the Ten Year Term, the Developer, or any successor owner, shall pay or cause to be paid annually payments in lieu of taxes (“**PILOTs**”) equal to the amount of ad valorem taxes that were due during the calendar year prior to the Redevelopment Corporation acquiring the real property and improvements located within the Redevelopment Area, less the Unabated Taxes. Such PILOTs shall be made to the Greene County Collector of Revenue (the “**Collector**”) by December 31st of each calendar year. Pursuant to Section 353.110.4 of the Missouri Revised Statutes, the Collector shall allocate all revenues received from such PILOTs among all taxing authorities whose property tax revenues are affected by the abatement on the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such real property in the Redevelopment Area in the year such payments are due.

b. Subsequent Fifteen Years – Terminate Tax Abatement; Payments in Lieu of Taxes.

Per the Application and the Ordinance, the Developer requests and is only authorized to receive partial real property tax abatement for the first five years of the ensuing period of fifteen years (“Fifteen Year Term”) that follows the aforementioned Ten-Year Term. During this five-year period, ad valorem taxes upon the real property in the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the Assessor of Greene County, Missouri, upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon. Such

valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during this period, so long as the real property in the Redevelopment Area is used in accordance with the Development Plan.

The Development Plan and real property tax abatement shall terminate immediately following the initial five years of the Fifteen Year Term. If the Urban Redevelopment Corporations Law or any other applicable statute should prohibit the Development Plan and real property tax abatement from being terminated at that time, ad valorem taxes upon the real property in the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the Assessor of Greene County, Missouri, upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon for the remaining ten years of the Fifteen Year Term. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period, so long as the real property in the Redevelopment Area is used in accordance with the Development Plan.

Notwithstanding the tax abatement provided for in Section 353.110 of The Urban Redevelopment Corporations Law, so long as the Redevelopment Area receives the benefit of the tax abatement set forth in this Section, during the remaining ten years of the Fifteen Year Term, the Developer, or any successor owner, shall pay or cause to be paid annually PILOTs in an amount equal to the ad valorem taxes based on fifty percent (50%) of the assessed value of the real property in the Redevelopment Area, including any improvements thereon. Such PILOTs shall be made to the Greene County Collector of Revenue (the "Collector") by December 31st of each calendar year. Pursuant to Section 353.110.4 of the Missouri Revised Statutes, the Collector shall allocate all revenues received from such PILOTs among all taxing authorities whose property tax revenues are affected by the abatement on the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such real property in the Redevelopment Area in the year such payments are due.

c. Full Assessment-Election to Opt Out After Completion. After the abatement terminates as provided in Sections 8.a and 8.b above, the real property in the Redevelopment Area shall be subject to assessments by the Greene County Assessor and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the Greene County Assessor. Furthermore, after the abatement terminates as provided in Sections 8.a and 8.b above, the real property in said Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

Pursuant to section 353.110.2 of the Missouri Revised Statutes, if at any time after the completion of the Redevelopment Project and prior to the expiration of the term of abatement addressed in Sections 8.a and 8.b above, the Developer elects to pay the sum

equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of such property from the date of the completion of the Redevelopment Project, then from the date of this election such real property shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

d. Abatement Contingent on Compliance With Development Plan - Special Assessments. The tax relief provided in this Section 8 for any real property within the Redevelopment Area shall be contingent upon the real property's compliance with the Development Plan and this Agreement, and shall apply to general ad valorem taxes only and shall not be deemed or construed to exempt Developer or its successors in interest, in whole or in part, from special assessments, or from fees, service charges, or other taxes which may be made by the City or other governmental unit.

9. Effect of Sale on Tax Relief. Any portion of the real property in the Redevelopment Area which is sold or otherwise disposed of shall be entitled to the partial tax relief provided under Section 8 of this Agreement, provided that it shall be developed and held in accordance with the provisions of the Development Plan applicable thereto and complies with all provisions of Chapter 353, RSMo.

10. Earnings Limitation.

a. Net Earnings not to Exceed Eight Percent. The net earnings of Developer from the Redevelopment Project, during the period of the partial tax relief provided for in Section 8 of this Agreement, shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to Developer of the Redevelopment Project, including the cost of the land or the balance of such total cost of the Redevelopment Project as reduced by amortization payments, provided that the net earnings derived from the Redevelopment Project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- i. all reasonable costs and expenses of maintenance and operation;
- ii. amounts paid for taxes, assessments, insurance premiums and other similar charges; and
- iii. an annual amount sufficient to amortize the cost of the entire Redevelopment Project at the end of the period, which shall be no more than sixty (60) years from the date of completion of the Redevelopment Project.

b. Cost of Redevelopment Project. The “**cost of the Redevelopment Project**,” as said term is used in this Agreement, means those costs attributable to

planning, developing, constructing, and equipping the improvements in the Redevelopment Project, including, without limitation, planning costs, costs of feasibility work, construction costs, architect and engineering fees, contractor fees and overhead, interest, insurance and taxes during construction, developer fees, off-site and on-site land improvements, surveys, soil testing, costs necessary to make the real property in the Redevelopment Area environmentally safe, land and land acquisition costs, demolition costs and expenses, utility relocation costs and street improvements, site preparation, and all other land costs, attorneys' fees, and loan costs and expenses.

c. Allowable Uses of Surplus Earnings - Accounting to City Therefor. Surplus earnings of Developer derived from the Redevelopment Project, in excess of those provided for in subsection a. of this Section 10, at the option of Developer may be used as follows:

- i. held by Developer as a reserve for maintenance of such rate of return in the future and may be used by Developer to offset any deficiency in such rate of return which may have occurred in prior years;
- ii. to accelerate the amortization payments;
- iii. for enlargement of the Redevelopment Project; or
- iv. for a reduction in rentals therein.

At the termination partial tax relief provided for in Section 8 of this Agreement, Developer shall make a strict accounting of surplus earnings not previously used for one or more of the purposes herein set forth. If requested by the City, in writing, after review of the accounting made by Developer, Developer shall, at its own expense, have an audit made of its books by a firm of independent certified public accountants acceptable to the City, and the findings of such audit shall be made available to the City Manager. If it is determined by such audit that there are surplus earnings not previously used for one or more of the purposes set forth in this Agreement, then such earnings shall be paid to the City.

d. Certain Purchasers Subject to Earnings Limitations. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by an urban redevelopment corporation or a life insurance company operating as an urban redevelopment corporation the earnings derived from the Redevelopment Project shall be limited in the manner and to the extent set forth in subsection a. of this Section 10. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by purchaser that is not an urban redevelopment corporation or life insurance company operating as an urban redevelopment corporation then the provisions set forth in subsection a., b., and c. of this Section 10 shall not apply.

11. Indebtedness Limitation. As per Section 353.030(10), RSMo, Developer shall not issue income debentures paying an interest rate in excess of nine percent (9%), provided however, that this limitation shall not apply to other debt of Developer as per the provisions of Section 353.030(10), RSMo. Developer shall not pay any interest on its income debentures, or dividends on its stock, regardless of class or preference, during any dividend year, unless there shall exist at the time of such payment no default under any amortization requirements with respect to its indebtedness, nor unless all accrued interest, taxes, and other public charges shall have been duly paid or reserves set up for the payment thereof, and adequate reserves provided for depreciation, obsolescence, and other proper reserves.

12. Accounting Practices. Developer shall establish and maintain depreciation, obsolescence and other reserves and surplus and other accounts, including a reserve for the payment of taxes, according to recognized standard accounting practices.

13. Sale or Disposition of Project Property.

a. Continuation of Abatement. In the event of the sale or other disposition of any or all of the real property of Developer in the Redevelopment Area by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, by order of any court of competent jurisdiction, or by voluntary transfer or otherwise, the partial tax relief provided in Section 8 of this Agreement and under the provisions of The Urban Redevelopment Corporations Law shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of such real property so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Development Plan and this Agreement, including compliance with all provisions of this Agreement. However, if such real property shall be used for a purpose different than that described in the Development Plan and this Agreement, or if the purchaser does not desire the property to continue under the Development Plan, the real property shall be assessed for ad valorem taxes based upon the full true value of such real property and may be owned and operated free from any of the conditions, restrictions, or provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

b. Obligation to Clear Blight - Covenant Running with Land. Developer, with respect to the property acquired by it, shall be required to clear the blight or to rehabilitate to eliminate the physical blight existing in the Redevelopment Area, or to make adequate provisions satisfactory to the City for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any such sale or disposition. Any purchaser of property in the blighted area by deed from Developer or any of Developer's successors in title, who wishes to receive the development rights and partial tax abatement granted by this Agreement, shall acquire title subject to this obligation insofar as it pertains to the land so acquired.

14. Assignment of Development Plan. This Agreement shall be binding upon and shall inure to the benefit of Developer and its successors and assigns, and the term “**Developer**” as used herein shall be deemed to include such successors and assigns (including any subsequent purchasers or transferees of any portion or all of the real property located within the Redevelopment Area); provided, however, that no assignment of the Development Plan shall be effective nor discharge Developer of its obligations hereunder unless and until it has been approved by the City Council (“**Council**”) by ordinance which approval shall not be unreasonably withheld. Council approval is not required for the sale of all or any portion of the real property located in the Redevelopment Area. Developer shall notify the City Manager in writing of any assignment of any or all of the Development Plan at least ten (10) days after said assignment. Said notice shall specify the name and address of the assignee. The assignee, within six (6) months after the date of assignment, shall notify the City Manager in writing of the assignee’s election to continue under the Development Plan. No such assignment shall release Developer of its rights and obligations hereunder without approval of the Council.

15. Breach - Failure to Comply. If Developer does not substantially comply with the provisions of this Agreement, including the provisions of the Development Plan not inconsistent with this Agreement, within the time limits and in the manner for the completion of the Redevelopment Project as stated herein, except for reasonable delays caused by unforeseen circumstances beyond its control, or shall do, permit to be done, or fail or omit to do anything contrary to or required of it by this Agreement, The Urban Redevelopment Corporations Law, or shall be about to so do, permit to be done, or fail or omit to have done, then upon certification of such fact to the Council by City Staff, the City may authorize the City Attorney to commence a proceeding in the Circuit Court in the name of the City to have such action, failure, omission, or threatened action or omission stopped, prevented, or rectified by injunction or otherwise, or in the name of the City may bring an action for damages against Developer for breach of any of the provisions of the Development Plan or of this Agreement.

16. Excusable Delays. Notwithstanding any provisions of this Agreement or the Development Plan to the contrary, performance by Developer shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials, or tools, delays of any contractor, subcontractor, materialman or supplier, acts or failure to act of the City or of any other governmental agency or entity, or any other causes beyond the control or without the fault of Developer. With the approval of the City, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the Council by ordinance, which approval shall not be arbitrarily or unreasonably withheld, it being understood that Developer is entitled to such extensions upon presentation of documentation of the periods of such delays. Developer shall not excessively delay filing an application for extension of time, but Developer shall not be prejudiced by failing inadvertently to make timely application therefor.

17. Default. In the event Developer materially defaults in the performance of any of its obligations pursuant to the terms of the Development Plan or this Agreement, the City may, after giving Developer thirty (30) days written notice and an opportunity to cure such material default, terminate this Agreement, including the Development Plan, and all rights granted pursuant thereto. Said termination shall include the rights, if any, to continuing partial tax abatement as provided in Section 8 of this Agreement.

18. Notice. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified:

To the City:

Springfield City Manager
840 Boonville Avenue
Springfield, MO 65802

With a copy to:

Springfield City Attorney
840 Boonville Avenue
Springfield, MO 65802

To the Developer:

STL 505 Redevelopment Corporation
9595 Wilshire Blvd, Ste 900
Beverly Hills, CA 90212

With a copy to:

Spencer Fane, LLP
2144 E. Republic Rd, Ste B300
Springfield, MO 65804

Attn: Shawn Whitney

Each party has the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

19. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Development Plan can neither be modified nor eliminated except by mutual agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council; *provided, however*, that this Agreement shall not be construed as an enlargement of the authority conferred upon the City by The Urban Redevelopment Corporations Law.

20. Effective Date. This Agreement becomes effective on the effective date of the Ordinance or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer shall either be entitled to enjoy partial tax relief pursuant to the provisions of Section 8 of this Agreement or shall have any right under the provisions of the Development Plan to commence construction of any buildings or improvements in said Redevelopment Project pursuant to Sections 3 and 4 hereof, and at the end of such period so determined, this Agreement shall terminate and become null and void.

21. Applicability. This Agreement applies only to the Redevelopment Project referred to herein.

22. Recording. This Agreement shall be recorded by the City in the Recorder's Office of Greene County, Missouri.

23. Continuing Obligation to Maintain Redevelopment Area and Redevelopment Project. Developer agrees to maintain the Redevelopment Area and Redevelopment Project in a condition of good repair which includes compliance with all City Codes of Springfield, Missouri. In the event Developer assigns its rights under the Development Plan and this Agreement to an unrelated party and said assignment is approved by Ordinance pursuant to Section 14 of this Agreement, then, in such an event, Developer's obligations under this Section 23 shall be released.

24. Interpretation. In the event of any conflict between the terms of the Development Plan and this Agreement, the terms of this Agreement shall prevail.

25. Headings. The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or any provision hereof.

26. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

28. Nondiscrimination. The Developer agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, age, sex, national origin or ancestry, political affiliation or beliefs, religion, disability or handicap, veteran status, or any other class protected by law.

[SIGNATURE PAGE FOLLOWS]

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

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

ATTEST:

Anita Cotter, City Clerk

Approved as to form and legality:

Rhonda Lewsader, City Attorney

STL 505 REDEVELOPMENT CORPORATION

By: _____
Print Name: _____
Its: _____

ATTEST:

Print Name: _____
Its: _____

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said municipal corporation, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of the STL 505 Redevelopment Corporation, a corporation duly organized, incorporated and existing under and by virtue of The Urban Redevelopment Corporations Law of Missouri, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

EXHIBIT B
DEVELOPMENT PLAN

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 10-15-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 240

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Traffic Technology Services, Inc., for the purpose of sharing the City's
3 real time traffic management data to provide traffic signal information
4 to vehicle manufacturers for "Connected Vehicle" applications.
5 _____
6

7 WHEREAS, technology is expanding in the use of and application for traffic
8 information, monitoring and planning; and
9

10 WHEREAS, Traffic Technology Services, Inc., ("TTS") desires to use the City's
11 traffic signal data as part of nationwide agreements to provide "Connected Vehicle", the
12 City's data to drivers and automobile manufacturers; and
13

14 WHEREAS, the Missouri Department of Transportation ("MoDOT") has already
15 entered into an agreement with TTS to provide them with MoDOT data, this agreement
16 will complete the data obtained from all signalized locations within the City.
17

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

21 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
22 an agreement in substantially the form as "Exhibit 1," which is attached hereto and
23 incorporated herein by this reference, with Traffic Technology Services, Inc., subject to
24 approval as to form by the City Attorney or her designee.
25

26 Section 2 – This Ordinance shall be in full force and effect from and after
27 passage.
28

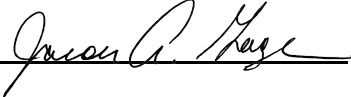
29 Passed at meeting: _____
30
31
32
33

Mayor

34 Attest: _____, City Clerk
35
36

37 Filed as Ordinance: _____
38

39
40 Approved as to form: , Assistant City Attorney
41

42
43 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019- 240

FILED: 10-15-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Traffic Technology Services, Inc., for the sharing of real time data to provide traffic signal information to vehicle manufacturers for Connected Vehicle applications.

BACKGROUND INFORMATION: The agreement would authorize Traffic Technology Services, Inc., ("TTS") to access the City's traffic signal data through a connection to the regional traffic signal system the City shares with the Missouri Department of Transportation ("MoDOT"). MoDOT has already executed a similar agreement with TTS to provide access to MoDOT traffic signal data statewide. To date, TTS has over 100 such agreements in place with government agencies in the United States and Canada.

TTS is seeking access to real time data including signal status and states, detector status and states, time of day signal timing parameters, and other information available from the traffic signal controller. TTS would use such data in their proprietary processes to produce their own data product which is marketed, distributed, and sold as "Personal Signal Assistant." The first auto manufacturer to implement the TTS product in their vehicles was Audi, which includes an in-dash display of a countdown to green when stopped at a red light and an advisory speed to optimize receiving green lights as the vehicle travels through a corridor. These and other Connected Vehicle applications hold the potential to further improve vehicle efficiency, reduce stops at red lights, and improve safe driving at signalized intersections.

TTS would be provided with access to the data at no cost; however, TTS would be responsible for all costs associated with making the data available, including all costs associated with the City's signal software vendor making system modifications to make the data available. Upon approval of the data sharing agreement, TTS will issue a purchase order to the City's signal software vendor and work with the City and MoDOT to establish a secure connection to TTS servers in Portland, Oregon. TTS will then build their system from the incoming data, send a Quality Control/Quality Analysis team to Springfield to validate their data product, and ultimately broadcast information via TTS servers over the cellular network to equipped vehicles.

TTS will also be required to provide the City with vehicle-based signal performance metrics reports as data becomes available from TTS customer systems at no cost to the City.

This Ordinance supports the following 2019 City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality

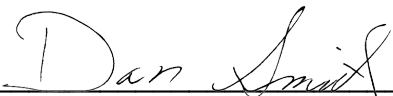
- Public Safety

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

Exhibit 1



Authorization for TTS Access to City of Springfield Traffic Signal Data

This is an agreement between the City of Springfield, MO (“CITY”) and Traffic Technology Services, Inc. (“TTS”). Both the CITY and TTS are each sometimes referred in the agreement as “Party” and both the CITY and TTS are sometimes referred in this Agreement together as “Parties”.

Recitals

Whereas, TTS is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks; and

Whereas, CITY collects Real Time Traffic Signal Data and other related data; and

Whereas, TTS has a significant business interest to access Real Time Traffic Signal Data as the input into its proprietary and patented processes; and

Whereas, the CITY Data may be made available to TTS at no cost to the CITY; and

Whereas, the CITY Data are not confidential, nor does it identify any transportation end user specifically in any manner; and

Whereas, TTS desires permission to obtain access to the Real Time Traffic Signal Data for use in conjunction with its business; and

Whereas, TTS agrees to provide related inventories, signal performance metrics, and other formatted data products in exchange for access to these Real Time Traffic Signal Data; and

Whereas, the CITY agrees to provide TTS with Real Time Traffic Data subject to the terms and conditions in this Agreement;

Now therefore, TTS and the CITY agree as follows:

Agreement

Section 1. Definitions

“CITY Data” means collectively, Real Time Traffic Signal Data, Traffic Signal Timing Plan, and any other data provided to TTS by CITY under this Agreement.

“Real Time Traffic Signal Data” means signal status and states, demand status and states, and other information available from the traffic signal controller or CITY’s central signal systems or CITY’s Advanced Traffic Management Systems (ATMS).

“Traffic Signal Timing Data” means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

“Product” means the data derived from the Real Time Traffic Signal Data and Traffic Signal Timing Data, marketed, distributed, and sold as “Personal Signal Assistant” or related products.



Section 2. Authorized Representatives

CITY's Public Works Director is designated by CITY as its authorized representative (CITY Agent) for this Agreement.

The Chief Executive Officer, Chief Marketing Officer, or Director of Government Accounts are designated by TTS as authorized representatives (TTS Agent).

Section 3. Purpose and Scope

TTS desires access to the Real Time Traffic Signal Data, to include signal status and states, demand status and states, and other information available from traffic signal controller or ATMS. In addition, TTS desires access to time of day signal timing parameters. TTS will use these data in patented, proprietary processes to produce Product for use by TTS customers and other interested parties.

The intended use of the Product is for connected vehicle applications to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, or apply to automated features. TTS shall limit its customers' applications of the derived Product for applications that do not violate local, state, or federal laws, or uses that will not be used in a manner to encourage undesirable driver behavior for the CITY.

The Product is not permitted for traffic law enforcement.

Section 4. Access of Traffic Signal Timing Data

CITY hereby grants TTS access to Traffic Signal Timing Data. TTS will work with CITY's representative or its designee to obtain data in the most efficient and non-intrusive manner from CITY, which may include access to CITY's central system or ATMS. TTS will be provided with access to this Traffic Signal Timing Data at no cost, except TTS will be responsible for any costs associated with making the data available.

Section 5. Access of Real Time Traffic Signal Data

CITY hereby grants TTS non-exclusive, non-transferable, non-sublicensable, limited, and royalty free access to obtain and utilize its Real Time Traffic Signal Data. TTS shall work through the CITY's representative or its designee, to get access to the Real Time Traffic Signal Data. TTS will be provided with access to this Real Time Signal Data at no cost, except TTS will be responsible for any costs associated with making the data available. TTS will be responsible for all vendor costs associated with CITY's ATMS vendor making system modifications to make the Real Time Signal Data available. TTS shall have the right to use the data in any manner it deems appropriate in furtherance of its business purposes, including without limitation providing the derivatives of the data and Product to third parties, subject to the terms of this Agreement. CITY reserves the right to make available the same data for other parties that request access to CITY Data.

Section 6. Traffic Signal Phasing Plans

CITY will, in good faith effort, provide traffic signal phasing plans via the Transparency or other Central Signal systems.



Section 7. Ownership of and Rights to Data

CITY retains all rights to the raw data, or Real Time Traffic Signal Data, being provided to TTS. TTS shall own all rights to Product and any formatted, predictive, or derivative data generated from the raw data. CITY shall have access to TTS Product via an online portal (TTS' Web App).

Section 8. Reporting

TTS shall provide CITY with reports of vehicle-based signal performance metrics, as data becomes available from TTS customer systems, at no charge to the CITY. TTS will make this data freely-available without restriction for use by the CITY and its government partners, including support staff such as consultants providing services to the CITY and its government partners.

Section 9. Indemnification

TTS will indemnify, defend, save, and hold harmless CITY and its elected officials, employees, and agents from all claims, including but not limited to claims that arise from or relate to (i) a breach of TTS' representations and warranties, (ii) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of TTS, its employees, agents, or representatives in connection with or incident to TTS' performance under or related to this Agreement, and (iii) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by TTS' use of the CITY Data provided under this Agreement.

Section 10. Representations and Warranties

CITY makes no warranties concerning the quality or accuracy of the data or plans provided under this Agreement. CITY does not warrant it will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time. CITY reserves the right to immediately discontinue the CITY Data stream without notice and at CITY discretion upon evidence of tampering or other unauthorized interference with the CITY Data. Except as expressly provided for herein, CITY makes no other representations or warranties.

Section 11. Limitation of Liability

Nothing in this Agreement excludes or limits either Party's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality; (c) indemnification obligations under Section 9(ii) or Section 9(iii) above; (d) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of a Party, its officers, employees or agents; or (e) matters that cannot be excluded or limited under applicable law .

Section 12. Term

(12.1) CONTRACT PERIOD: Unless otherwise terminated, this Agreement shall be in effect for three (3) years from the date both parties have executed this Agreement.

(12.2) RENEWAL INFORMATION: The contract shall not bind, nor purport to bind, the CITY for any contractual commitment in excess of the original contract period of three years. The CITY's representative shall have the right, at his or her sole option, to extend the contract for two additional one-year periods, or any portion thereof. In the event that the CITY's representative exercises an option to extend the contract, such extension must be accomplished by a formal contract amendment approved and signed by representatives of the CITY and TTS, respectively,



each of whom being duly authorized to execute the contract amendment on behalf of the CITY and TTS, respectively.

Section 13. Termination

Each Party shall have the right to terminate this Agreement, for any reason whatsoever, by providing written notice to the other Party within thirty (30) days, unless identified otherwise in this Agreement.

CITY reserves the right to renegotiate this Agreement, without termination, in order to include either a license-fee for CITY data access or any other CITY data policy that may impact this agreement.

Section 14. Data Destruction

Upon termination of this Agreement, TTS shall destroy all raw data whatever form or medium, including all copies thereof. TTS shall destroy the data no later than thirty (30) days following termination of this Agreement.

Section 15. Notices

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.
Attn: Contracts & Agreements
17933 NW Evergreen Pkwy, Suite 240
Beaverton, OR 97006

or email: suppliers@traffictechservices.com

Absent notice to the contrary in writing, all communications to the CITY shall be sent to:

City of Springfield, MO, Transportation Management Division
Attn: Tom Dancey, City Traffic Engineer
1107 W. Chestnut Expressway
Springfield, MO 65802

or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

Section 16. Assignment

Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld.

Section 17. Agreement Binding

This Agreement shall be binding upon the successors of CITY's Agent, TTS Agent, TTS, or CITY and assigns of the Parties hereto.

Section 18. Personal Liability

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of either Party to this Agreement.



Section 19. Choice of Law

This Agreement shall be governed in all respects by and construed under the laws of the State in which CITY resides as such laws are applied to agreements between residents of that State entered into and to be performed entirely within that State.

Section 20. Choice of Forum

The Parties agree to institute any litigation concerning the enforcement or interpretation of the Agreement in the courts of jurisdiction for the CITY, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the Western District of Missouri. TTS hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this section or any other term of this Agreement be construed as a waiver by the CITY of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

Section 21. Waiver

Any waiver of any breach of any condition or covenant herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the non-breaching Party from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

Section 22. Severability

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

Section 23. Interpretation of the Agreement

The Parties acknowledge that each of the Parties have participated in the drafting of this Agreement. No Party shall be considered to be the drafter of this Agreement for the purposes of interpretation.

Section 24. Parties in Interest

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

Section 25. Force Majeure

Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond reasonable control.

Section 26. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all proposals and oral and written agreements between the Parties on this subject. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

The remainder of this page intentionally left blank.



IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

CITY

TTS

Authorized Signature

Date

Authorized Signature

Date

Printed Name

Printed Name

Title

Title

Approved as to Form:

City Attorney or Assistant City
Attorney

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 10-15-19

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019 -241

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, on behalf of the City of Springfield,
2 to enter into revised intergovernmental cooperative agreements with
3 City Utilities of Springfield, Missouri, Christian and Greene counties in
4 Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the
5 Ozarks Transportation Organization to complete the second flight
6 project authorized in contract 2017-1804 with Pictometry International
7 Corporation for the cooperative purchase of oblique and orthogonal
8 imagery to be used with each entity's Geographic Information
9 System; and amending the budget for the Department of Public
10 Works for Fiscal Year 2019-2020 in the amount of \$293,788.43 for
11 contributions from the City's partners based on the revised
12 intergovernmental cooperative agreements.
13
14

15 WHEREAS, for the past twenty years the City of Springfield has worked with
16 governmental partners, through the Geographic Information System ("GIS") Technical
17 team, to cooperatively support the maintenance of a GIS system that is integrated,
18 uniform, accurate, and accessible to the public; and
19

20 WHEREAS, said entities have jointly purchased orthophotography for the
21 purpose of developing and maintaining an accurate base map and reference for the
22 entire GIS system; and
23

24 WHEREAS, it is necessary to update the aerial imagery that is used for the base
25 map approximately every two years, due to growth from new construction and changes
26 in land use; and
27

28 WHEREAS, the City entered into Contract No. 2017-1804 with Pictometry
29 International Corporation, which contract provided for a first flight project in 2018 and a
30 second flight project in 2020, which is ready to be scheduled; and
31

32 WHEREAS, the projects are funded through intergovernmental cooperative
33 agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in

Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization, which agreements need to be revised to reflect the cost of the second flight project authorized in Contract No. 2017-1804.

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 revised intergovernmental cooperative agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization to cooperatively share in the cost of Pictometry International Corporation's second flight oblique and orthogonal imagery, said agreements to be substantially in the form and content as the document attached hereto and incorporated herein by reference as "Exhibit 1."

Section 2 – The budget for Fiscal Year 2019-2020 of the Department of Public Works of the City of Springfield, Missouri, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 014, a copy of which is attached hereto and incorporated herein by this reference as "Exhibit 2."

Section 3 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager.

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

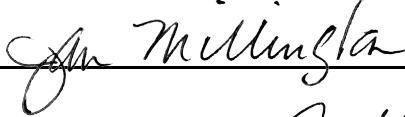
Section 5 – This Ordinance shall be in full force and effect from and after passage.

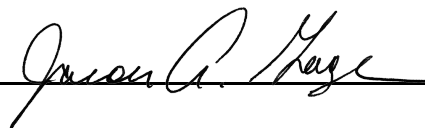
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019- 241

FILED: 10-15-19

ORIGINATING DEPARTMENT: Information Systems, Environmental Services and Public Works

PURPOSE: To authorize the City Manager, or his designee, on behalf of the City of Springfield, to enter into revised intergovernmental cooperative agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization to complete the second flight project authorized in contract 2017-1804 with Pictometry International Corporation for the cooperative purchase of oblique and orthogonal imagery to be used with each entity's Geographic Information System; and amending the budget for the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$293,788.43 for contributions from the City's partners based on the revised intergovernmental cooperative agreements.

BACKGROUND INFORMATION: For the past twenty years the City of Springfield, Greene County, Christian County, City Utilities, and the Ozarks Transportation Organization have worked together through the Geographic Information System ("GIS") Technical team to cooperatively support the maintenance of a GIS system that is integrated, uniform, accurate, and accessible to the public. In March of 2001 and 2005 this group jointly purchased orthophotography for the purpose of developing and maintaining an accurate base map. In March of 2009 this group jointly purchased Pictometry imagery, which consists of both orthogonal (ortho) and oblique imagery, to enable closer inspection of individual sites. Ortho imagery is the standard top down view, while oblique imagery is captured at an angle providing a more natural perspective making objects easier to recognize and interpret. Pictometry imagery purchases have been made every 2 years from 2012 to 2018. This imagery is the primary base map and reference for the entire GIS system. Approximately every two (2) years it is necessary to update the aerial imagery that is used for the base map, due to growth from new construction and changes in land use. This is particularly important for land use analysis, annexation determinations, development reviews, emergency management, law enforcement, planning districts, asset location, CAD 911, fire protection, and long-range planning efforts, as well as maintaining an accurate base map for all other GIS applications and web maps.

REMARKS: In 2017 the City contracted with Pictometry (Contract No. 2017-1804) for two flight projects to take place in 2018 and 2020, the cost to be shared with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization. The second contracted Pictometry flight project is to occur in late February or early March 2020, when visibility is best (leaf-off). The area to be flown will include all areas within Greene County and Christian County (approx. 1,323 sectors or square miles) at a total price of \$362,052.

The intergovernmental cooperative agreements between the agencies involved in this acquisition are based on the geographic area needed by each agency and will be revised to reflect funding of the second Pictometry flight project as follows: Christian County (\$113,655.10), City Utilities (\$50,858.89), Greene County (\$72,880.39), the City of Nixa (\$10,461.40), the City of Ozark (\$12,764.40), the City of Republic (\$8,168.25), and the Ozarks Transportation Organization (\$25,000); the summary is attached as "Exhibit 1 – Attachment A". The total contributions from these entities will be \$293,788.43.

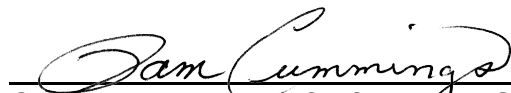
The City of Springfield's share of \$32,263.57 will be funded by the Departments of Environmental Services Clean Water Fund (\$16,131.79) and the Public Works' 1/8-Cent Transportation Sales Tax (\$16,131.78) from funds already budgeted. There will be no impact to the City's General Fund. A budget adjustment totaling \$293,788.43 is attached for the remaining funding of the project that reflects the total contributions from the external agencies. The \$25,000 contribution from the Ozarks Transportation Organization is 80 percent (\$20,000) federal grant funds and 20 percent (\$5,000) of their local funds.

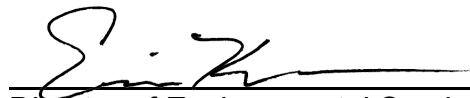
This council bill supports the 2019 Council Priorities:

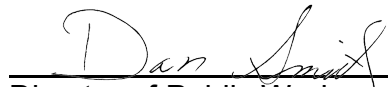
- Public Safety
- Economic Vitality
- Quality of Life

RECOMMENDATION: The departments of Information Systems, Environmental Services, and Public Works recommend approval of this Council bill and budget adjustment.

Recommended by:


Co-Interim Director of Information Systems


Director of Environmental Services


Director of Public Works

Approved By:


City Manager

COOPERATIVE AGREEMENT
FOR ACQUISITION OF IMAGERY FROM PICTOMETRY INTERNATIONAL CORPORATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2019 by and between the City of Springfield, Missouri, hereinafter referred to as the "City", and _____, Missouri, hereinafter referred to as "Agency."

WHEREAS, Section 70.220 of the Revised Statutes of Missouri provides that municipalities, counties and other persons may contract and cooperate with one another in connection with the provision of a common service; and

WHEREAS, it is in the best interest of the citizens of City and Agency collectively to receive the benefits of a more accurate Geographical Information System; and

WHEREAS, City and Agency desire to cooperate in connection with the acquisition of imagery from Pictometry International Corporation as outlined in the City's Contract No. 2017-1804, as amended, for imagery covering approximately 1323 square miles of Greene and Christian Counties, which contract provided for a first flight project in 2018 and a second flight project in 2020, which is ready to be scheduled; and

WHEREAS, at the request and on behalf of Agency, City has agreed to the terms and conditions set forth herein, and to arrange for the delivery of imagery from Pictometry International Corporation to Agency; and

WHEREAS, Agency has agreed pursuant to the terms and conditions set forth herein, to accept said imagery and pay to the City their associated costs of the imagery as set forth in the schedule attached hereto as "Attachment A".

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, CITY AND AGENCY AGREE, AS FOLLOWS:

1. In consideration of anticipated payment from Agency, City agrees to arrange the second flight project imagery from Pictometry International Corporation in early 2020 as requested by Agency, to include approximately ___ tiles under City's Contract No. 2017-1804, as amended. Agency agrees to pay for said imagery at or before the time of delivery, which is anticipated to be in Spring 2020. Upon final payment from Agency, the Pictometry License shall be held jointly by the City of Springfield, Christian County, City Utilities, Greene County, the City of Nixa, the City of Ozark, the City of Republic, and the Ozarks Transportation Organization.
2. In consideration of receiving the second flight imagery from Pictometry Contract No. 2017-1804, as amended, Agency agrees to pay City its share of the total cost of the project, as outlined within the cost sharing document attached hereto as Exhibit A, including any change orders. Agency's cost is estimated to be \$_____. City will invoice Agency for payment of its share, and Agency agrees to pay City within 45 days of receipt of invoice.

3. In no event shall City, its agents or employees, be liable to Agency for any special, incidental, indirect or consequential damages as a result of any negligence by the City, its agents or employees, on Agency's behalf. Agency agrees to defend, indemnify and hold harmless, City, and its agents and employees, from and against any third party claims of liabilities for bodily injury, including death, and property damage, caused or contributed to be caused by any negligence of the City, or its contractor, in the performance of this agreement, including payment of reasonable attorneys' fees and costs, to the extent such claims constitute exceptions to the Missouri sovereign immunity statutes, Section 537.610, RSMo.
4. Agency and City shall have co-ownership of orthogonal imagery received from Pictometry International Corporation as outlined in contract 2017-1804 and any amendments thereto.
5. Agency and City agree this agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

SO AGREED AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

CITY OF SPRINGFIELD, MISSOURI

AGENCY

BY: _____
Assistant City Manager or Delegate

BY: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
City Attorney or Delegate

BY: _____
Agency Attorney

ATTEST:

BY: _____
Agency Clerk

FINANCIAL CERTIFICATION

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 anticipated revenue appropriated for payment of same.

Director of Finance

ATTACHMENT A

2020 Pictometry Aerial Flight - Cost Summary		
Total Flight Sector Cost	\$	299,535.00
ECW / TIFF File Creation & HD	\$	26,517.00
Total Flight & Deliverables Cost	\$	326,052.00
Cost Breakdown per Partner Entity		
Christian County - 627 Tiles		
Total Flight Sector Cost	\$	114,414.50
ECW & Tile Creation & HD	\$	3,788.14
OTO Discount	\$	(4,547.54)
Total Cost	\$	113,655.10
City of Nixa - 35 Tiles		
Total Flight Sector Cost	\$	8,230.75
ECW & Tile Creation & HD	\$	3,788.14
OTO Discount	\$	(1,557.49)
Total Cost	\$	10,461.40
City of Ozark - 50 Tiles		
Total Flight Sector Cost	\$	11,071.25
ECW & Tile Creation & HD	\$	3,788.14
OTO Discount	\$	(2,094.99)
Total Cost	\$	12,764.40
City of Republic - 46 Tiles		
Total Flight Sector Cost	\$	5,339.38
ECW & Tile Creation & HD	\$	3,788.14
OTO Discount	\$	(959.27)
Total Cost	\$	8,168.25
City of Springfield - 255 Tiles		
Total Flight Sector Cost	\$	35,121.38
ECW & Tile Creation & HD	\$	3,788.15
OTO Discount	\$	(6,645.96)
Total Cost	\$	32,263.57
City Utilities - 397 Tiles		
Total Flight Sector Cost	\$	47,070.75
ECW & Tile Creation & HD	\$	3,788.14
OTO Discount	\$	-
Total Cost	\$	50,858.89
Greene County - 728 Tiles		
Total Flight Sector Cost	\$	78,287.00
ECW & Tile Creation & HD	\$	3,788.14
OTO Discount	\$	(9,194.75)
Total Cost	\$	72,880.39
Ozark Transportation Organization		
Total Flight Sector Cost	\$	-
ECW & Tile Creation & HD	\$	-
OTO Discount	\$	-
Total Cost	\$	25,000.00

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 2

Budget Adjustment
014

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	20,000.00	Ozark Transportation Organization (OTO) Contribution-Federal Funds
46130	20	73020	414110	000000	00000	5,000.00	Ozark Transportation Organization (OTO) Contribution-Local Funds
46100	20	73020	414110	000000	00000	72,880.39	Greene County Contribution
46130	20	73020	414110	000000	00000	113,655.10	Christian County Contribution
46130	20	73020	414110	000000	00000	10,461.40	City of Nixa Contribution
46130	20	73020	414110	000000	00000	12,764.40	City of Ozark Contribution
46130	20	73020	414110	000000	00000	8,168.25	City of Republic Contribution
46140	20	73020	414110	000000	00000	50,858.89	City Utilities Contribution
Net Revenue Adjustment						293,788.43	

Expenditures:

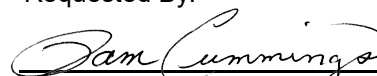
Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	504580	000000	00000	20,000.00	Pictometry & Aerial Photos/Images - 2020
46100	20	73020	504580	000000	00000	72,880.39	Pictometry & Aerial Photos/Images - 2020
46130	20	73020	504580	000000	00000	150,049.15	Pictometry & Aerial Photos/Images - 2020
46140	20	73020	504580	000000	00000	50,858.89	Pictometry & Aerial Photos/Images - 2020
Net Expenditure Adjustment						293,788.43	

Fund Balance Appropriation:

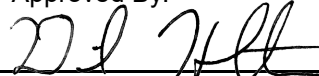
Fund	Title	Amount

Explanation: To appropriate revenues and expenses related to intergovernmental agreements between the City of Springfield and various other agencies for the cooperative purchase of Pictometry and oblique imagery to be used within each entities GIS system. The City's share is already budgeted and will be funded by the Clean Water Fund operating budget and Public Works' 1/8-Cent Transportation Sales Tax Fund.

Requested By:

 10/16/19
Co-Interim Director Date

Approved By:

 10/16/19
Director of Finance Date

Authorization:

Council Bill No. 2019-241
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 10-15-19

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 242

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, to enter into an Intergovernmental Agreement
2 with the Federal Bureau of Investigation for the Springfield Police
3 Department to participate in the Career Criminal Task Force; and
4 amending the budget of the Police Department for Fiscal Year
5 2019-2020 in the amount of \$74,596.00.
6 _____
7

8 WHEREAS, The Federal Bureau of Investigation ("FBI") and the Springfield
9 Police Department ("SPD") have expressed a mutual interest in creating and
10 participating in a Career Criminal Task Force ("CCTF"); and
11

12 WHEREAS, the CCTF will work to identify and target for prosecution individuals
13 and criminal enterprise groups responsible for violent crimes and violations of state
14 and/or federal law and pursue dangerous fugitives where there is or may be a federal
15 investigative interest; and
16

17 WHEREAS, the CCTF is intended to enhance the effectiveness of law
18 enforcement resources through well-coordinated investigations seeking the most
19 effective avenues by which to investigate, prosecute, convict and incarcerate dangerous
20 offenders in the Springfield area; and
21

22 WHEREAS, under the proposal, in order to carry out the objectives of the CCTF,
23 the FBI would assign two Special Agents from the Kansas City Division to work on-site
24 with the Springfield Police Department to coordinate and identify early in the
25 investigative process offenses involving career criminals and violent offenders which
26 would be appropriate for federal prosecution; and
27

28 WHEREAS, subject to the availability of funds, the FBI agrees to reimburse the
29 SPD for any overtime expenses incurred by SPD officers assigned to the Task Force.
30

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

34 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
35 an Intergovernmental Agreement with the FBI to form and participate on the Career
36 Criminal Task Force; said agreement to be substantially in form and content as that
37 document attached hereto and incorporated herein by reference as “Exhibit A.”
38

39 Section 2 – The budget of the Springfield Police Department for Fiscal Year
40 2019-2020 is hereby amended in the accounts and in the amounts as shown on Budget
41 Adjustment No. 016, a copy of which is attached hereto and incorporated herein by
42 reference as “Exhibit B.”
43

44 Section 3 – The City Council hereby finds that the budget adjustment made
45 above has been recommended by the City Manager
46

47 Section 4 – The City Manager is directed to cause the appropriate accounting
48 entries to be made in the books and records of the City.
49

50 Section 5 – This Ordinance shall be in full force and effect from and after
51 passage.
52

53 Passed at meeting: _____
54

55 _____
56 Mayor
57

58 Attest: _____, City Clerk
59
60

61 Filed as Ordinance: _____
62

63 _____
64 Approved as to form: _____, Assistant City Attorney
65

66 _____
67 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019 - 242

FILED: 10-15-19

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, to enter into an Intergovernmental Agreement with the Federal Bureau of Investigation for the Springfield Police Department to participate in the Career Criminal Task Force; and amending the budget of the Police Department for Fiscal Year 2019-2020 in the amount of \$74,596.00.

BACKGROUND INFORMATION: The Federal Bureau of Investigation ("FBI") and the Springfield Police Department ("SPD") have expressed a mutual interest in creating a Career Criminal Task Force ("CCTF") to identify and target for prosecution individuals and criminal enterprise groups responsible for violent crimes and violations of state and/or federal law, as well as pursue dangerous fugitives where there is or may be a federal investigative interest. The CCTF will enhance the effectiveness of law enforcement resources through well-coordinated investigations seeking the most effective avenues by which to investigate, prosecute, convict and incarcerate dangerous offenders in the Springfield area.

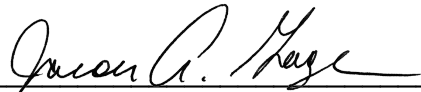
In order to carry out the objectives of the CCTF, the FBI will assign two Special Agents from the Kansas City Division to work on-site with the Springfield Police Department to coordinate and identify early in the investigative process offenses involving career criminals and violent offenders which would be appropriate for federal prosecution. The FBI will further reimburse SPD for overtime hours worked by officers assigned to the CCTF, subject to funding allocations.

Submitted by:

Approved by:



Paul F. Williams, Chief of Police



Jason Gage, City Manager

**FEDERAL BUREAU OF INVESTIGATION
CAREER CRIMINAL TASK FORCE
MEMORANDUM OF UNDERSTANDING**

PARTIES

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Springfield, MO Police Department (SPD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

3. The purpose of this MOU is to delineate the responsibilities of the Career Criminal Task Force (CCTF) personnel who will be operating under the established KC Division's Metropolitan Gang Task Force; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

MISSION

4. The mission of the CCTF is to identify and target for prosecution individuals and criminal enterprise groups responsible for violations of state and/or federal law, such as violent crimes occurring in a public place, mass killings, carjacking, robbery, kidnapping and firearms violations, as well as pursue dangerous fugitives where there is or may be a federal investigative interest. The CCTF will enhance the effectiveness of federal/state/local law enforcement resources through well-coordinated investigations seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

SUPERVISION AND CONTROL

A. Supervision

5. Overall management of the CCTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Kansas City Division shall designate one Supervisory Special Agent (CCTF Supervisor) to supervise the CCTF. The CCTF Supervisor may designate a Special Agent to serve as the Career Criminal Task Force Coordinator (Task Force Coordinator). Either the CCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the CCTF.
7. Conduct undertaken outside the scope of an individual's CCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the CCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. CCTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. CCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the CCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CCTF Supervisor will also retain discretion to remove any individual from the CCTF.

B. Case Assignments

11. The FBI CCTF Supervisor will be responsible for opening, monitoring, directing, and closing CCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the CCTF Supervisor.
13. For FBI administrative purposes, CCTF cases will be entered into the relevant FBI computer system.

14. CCTF personnel will have equal responsibility for each case assigned. CCTF personnel will be responsible for complete investigation from predication to resolution.

C. Resource Control

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the CCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

16. It is agreed that matters designated to be handled by the CCTF will not knowingly be subject to non-CCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CCTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. CCTF investigative leads outside of the geographic areas of responsibility for FBI Kansas City Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-CCTF personnel will be limited to those situations where it is essential to the effective performance of the CCTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI CCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the CCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of CCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of a CCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI CCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of CCTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by CCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. CCTF reports prepared in cases assigned to CCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in CCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for CCTF.
27. CCTF investigative records maintained at the Kansas City Field Office of the FBI will be available to all CCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the CCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by CCTF personnel.
29. All CCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide CCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be

handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

INFORMATION SHARING

32. No information possessed by the FBI, to include information derived from informal communications between CCTF personnel and FBI employees not assigned to the CCTF, may be disseminated by CCTF personnel to non-CCTF personnel without the approval of the CCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

PROSECUTIONS

38. CCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of CCTF cases will be at the state or federal level. This determination will be based on the

evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the CCTF.

40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

44. All CCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

USE OF LESS-THAN-LETHAL-DEVICES¹

45. The parent agency of each individual assigned to the CCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the CCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

DEADLY FORCE AND SHOOTING INCIDENT POLICIES

47. CCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

DEPUTATIONS

48. Local and state law enforcement personnel designated to the CCTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals Service), with the FBI securing the required deputation authorization. The deputation should remain in effect throughout the tenure of each investigator's assignment to the CCTF or until the termination of the CCTF, whichever comes first. Title 21 deputation is optional.
49. Deputized CCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

VEHICLES

50. In furtherance of this MOU, employees of a LEA may be permitted to drive FBI owned or leased vehicles for official CCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA CCTF personnel will require the execution of a separate Vehicle Use Agreement.

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to CCTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA CCTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA CCTF personnel which is outside the scope of their official duties and assignments under this MOU.

SALARY/OVERTIME COMPENSATION

55. The FBI and LEA remain responsible for all personnel costs for their CCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal CCTF personnel assigned full-time to CCTF, provided overtime expenses were incurred as a result of CCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to CCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

PROPERTY AND EQUIPMENT

57. Property utilized by the CCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CCTF, will be the financial responsibility of the agency supplying said property.

FUNDING

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CCTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CCTF investigations may be equitably shared with the agencies participating in the CCTF.

DISPUTE RESOLUTION

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the CCTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

SELECTION TO VCTF AND SECURITY CLEARANCES

65. If an LEA candidate for the CCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the CCTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, CCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. CCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the CCTF, each individual whose assignment to the CCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

LIABILITY

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CCTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CCTF or otherwise relating to the CCTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the CCTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the CCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual

is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any CCTF personnel.

73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the CCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Kansas City Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any CCTF personnel.
74. Liability for any conduct by CCTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

DURATION

75. The term of this MOU is for the duration of the CCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the CCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CCTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the CCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CCTF participation.

MODIFICATIONS

78. This agreement may be modified at any time by written consent of all involved agencies.
79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Special Agent in Charge
Federal Bureau of Investigation

Date

Chief/Sheriff
Law Enforcement Agency

Date

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
016

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25060	18	92590	414110	000000	00000	\$ 74,596	2019-2020 FBI Career Criminal Task Force Overtime
Net Revenue Adjustment						\$ 74,596	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
25060	18	92590	500120	000000	00000	\$ 74,596	2019-2020 FBI Career Criminal Task Force Overtime
Net Expenditure Adjustment						\$ 74,596	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: The Federal Bureau of Investigation ("FBI") and the Springfield Police Department ("SPD") have expressed a mutual interest in creating and participating in a Career Criminal Task Force ("CCTF"). The FBI agrees to reimburse the SPD for any overtime expenses incurred by officers assigned to the task force.

Requested By:

Paul F. Zick 10/16/19
Department Head Date

Approved By:

DL Hill 10/16/19
Director of Finance Date

Authorization:

Council Bill No. 2019-242
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager

Date