



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 January 27, 2020 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. January 13, 2020 City Council Meeting.**

Documents:

[01-13-20.PDF](#)

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.**

Swear-in **Paul Lewis** to the Landmarks Board, **Shanda Trautman** to the Public Building Corporation, and **Alexandra Sheppard** to the Citizens Advisory Committee for Community Development.
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**

6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.

7. Council Bill 2020-002. (McGull)

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 6.3 acres of private property and 1.5 acres of Missouri Department of Transportation right-of-way into the City of Springfield, Missouri, generally located at 3615 and 3697 North State Highway H/Glenstone Avenue and being generally referenced as Annexation A-2-19. (By: James Peacock; 3615 & 3697 N. State Hwy H/Glenstone; Annexation A-2-19.)

Documents:

[2020-002.PDF](#)

8. Council Bill 2020-003. (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.30 acres of property generally located at 3615 and 3697 North State Highway H/Glenstone Avenue from County R-1, Suburban Residence District and C-2, General Commercial District to GR, General Retail District; establishing Conditional Overlay District No. 182; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: James Peacock; 3615 & 3697 North State Highway H/Glenstone Avenue; Z-22-2019 w/COD No. 182.)

Documents:

[2020-003.PDF](#)

9. Council Bill 2020-004. (McGull)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 17 acres of property generally located at 3525 East Battlefield Road from Planned Development No. 226 to GR, General Retail District; establishing Conditional Overlay District No. 180; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: McLean Enterprises; 3525 E. Battlefield Road; Z-23-2019 with Conditional Overlay No. 180.)

Documents:

[2020-004.PDF](#)

10. Council Bill 2020-005. (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.27 acres of property generally located at 3411 South Kansas Avenue from R-LD, Low Density Multi-Family Residential District, with Conditional Overlay District No. 162, to R-MD, Medium Density Multi-Family Residential District; establishing Conditional Overlay District No. 179; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Project Collective, LLC; 3411 South Kansas Avenue; Z-21-2019 w/Conditional Overlay No. 179.)

Documents:

[2020-005.PDF](#)

11. Council Bill 2020-006. (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3.6 acres of property generally located at 2521 South Holland Avenue from R-SF, Single-family Residential to R-LD, Low-Density Multi-family District; establishing Conditional Overlay District No. 181; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Jefferey Ballard; 2521 South Holland Avenue; Z-24-2019 w/Conditional Overlay District No. 181.)

Documents:

[2020-006.PDF](#)

12. Council Bill 2020-008. (Ferguson)

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Agreement with the Federal Highway Administration and the Missouri State Historic Preservation Office for mitigation of adverse effects from the Jefferson Avenue Footbridge Rehabilitation.

Documents:

[2020-008.PDF](#)

13. Council Bill 2020-009. (Hosmer)

A special ordinance amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$22,000,000, to appropriate the estimated proceeds of the first four years of the 1/8-Cent Transportation Sales Tax approved by the Springfield voters on November 5, 2019; and authorizing the City Manager to exercise any necessary powers to complete transportation projects funded by the 1/8-Cent Transportation Improvements Sales Tax for the purpose of funding and completing those projects funded herein for 2021-2025.

Documents:

[2020-009.PDF](#)

14. Council Bill 2020-010. (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 one new job title to the Crafts, Trades and Labor ("CTL") salary schedule; by adding seven new job titles to the Professional, Administrative and Technical ("PAT") salary schedule; by adding three additional full-time equivalent positions; and by amending the Fiscal Year 2019-2020 budget of the City of Springfield, Missouri to adjust the authorized employee positions of the City.

Documents:

[2020-010.PDF](#)

15. Council Bill 2020-011. (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to amend contracts with Infor Public Sector, Inc., and appropriate Fiscal Year 2018-2019 carryover funds by amending the budget of the Department of Information Systems for Fiscal Year 2019-2020 in the amount of \$250,000.00, for the purpose of continuing with Phase 2 of the implementation of the Infor Community Regulation and Development software.

Documents:

[2020-011.PDF](#)

16. **Council Bill 2020-012. (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into a contract with Motorola Solutions for the purchase of Avigilon Control Center Software and necessary hardware to implement a system to record the feeds from City of Springfield owned traffic cameras at a cost of \$90,000.00.

Documents:

[2020-012.PDF](#)

17. **Council Bill 2020-013. (McClure)**

A special ordinance authorizing the City Manager, or his designee, to accept donations totaling \$14,456.56 from Community Foundation of the Ozarks to cover the City's expenses to sponsor the "Home for the Holidays" event for certain service men and women stationed at United States Army Fort Leonard Wood; and amending the budget for the Department of Public Information and Civic Engagement for Fiscal Year 2019-2020 in the amount of \$14,456.56.

Documents:

[2020-013.PDF](#)

18. **RESOLUTIONS. Citizens May Speak. May Be Voted On.**

19. **Council Bill 2020-019. (Ferguson)**

A resolution authorizing the City Manager, or his designee, to apply for federal pass-through grant funds in the amount of \$300,000 from the Missouri Department of Natural Resources through the Section 319 Nonpoint Source Pollution Grant Program for the Renew Jordan Creek – Main Avenue to Boonville Avenue project.

Documents:

[2020-019.PDF](#)

20. **EMERGENCY BILLS.**

21. **PUBLIC IMPROVEMENTS.**

22. **GRANTS.**

23. **AMENDED BILLS.**

24. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

26. **Council Bill 2019-252. Substitute No. 1. (Hosmer)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VII, 'International Property Maintenance Code,' in its entirety, and enacting a new Article VII, 'International Property Maintenance Code.'

Documents:

[2019-252S1.PDF](#)

27. **Council Bill 2020-007. (Hosmer)**

A general ordinance amending the Springfield City Code, Chapter 26, 'Buildings and Building Regulations,' Article III, 'Dangerous, Blighted and Nuisance Building Code,' Subsection 26-62

(5), to better define “open;” and Subsection 26-62(12), to add the property maintenance code to other listed codes.

Documents:

[2020-007.PDF](#)

28. **Council Bill 2020-020. (Lear, Fisk, Schilling, And Simpson)**

A general ordinance amending the Fee Schedule for certain City services as provided in the Springfield City Code, by making such adjustments as provided in the attached “Evaluation of Charges for Municipal Services;” and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

Documents:

[2020-020.PDF](#)

29. **Council Bill 2020-021. (Ollis)**

A special ordinance authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2020, in a principal amount not to exceed \$19,000,000, for the purpose of providing funds to pay costs related to improvements to the city’s stormwater system and certain fire stations and public works buildings; amending the Fiscal Year 2019-2020 budget of the City in the amount of \$19,000,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

Documents:

[2020-021.PDF](#)

30. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Robert Anderson wishes to address City Council.

31. **NEW BUSINESS.**

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

32. **UNFINISHED BUSINESS.**

33. **MISCELLANEOUS.**

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

35. **CONSENT AGENDA – ONE READING BILLS.**

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

37. **Council Bill 2020-014. (McGull)**

A special ordinance authorizing the Mayor to execute a deed to convey a portion of the property generally located at 2136 East Turner Street. (Planning and Zoning Commission and staff recommend approval.)

Documents:

[2020-014.PDF](#)

38. Council Bill 2020-015. (Ferguson)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kay Pointe Place, generally located at 3652 West Kay Pointe Boulevard and 901 South West Bypass, upon the filing and recording of a final plat which substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2020-015.PDF](#)

39. Council Bill 2020-016. (Ferguson)

A special ordinance authorizing the City Manager, or designee, to execute a Preliminary Funding Agreement between the City of Springfield, Missouri, and Prosperiti Development, LLC; and amending the budget for Fiscal Year 2019-2020 in the amount of \$10,000 for the purpose of funding the preparation and review of amendments to the Commercial Street Tax Increment Financing Plan.

Documents:

[2020-016.PDF](#)

40. Council Bill 2020-017. (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into a Services Agreement with Greene County, Missouri, for the City to continue to monitor and maintain the County Storm Warning Sirens.

Documents:

[2020-017.PDF](#)

41. Council Bill 2020-018. (Fisk)

A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Walmart Community Grant Program to participate in the annual Shop with a Hero Program; and amending the budget of the Police Department for Fiscal Year 2019-2020 in the amount of \$13,500.00.

Documents:

[2020-018.PDF](#)

42. BOARD CONFIRMATIONS.

Confirm the following appointment to the Mayor's Commission for Children: Elizabeth Andrews with term to expire November 29, 2021.

Confirm the following appointment to the Land Clearance for Redevelopment Authority: Ben Edmondson with term to expire March 1, 2023.

43. END OF CONSENT AGENDA.

44. 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.

January 13, 2020
Springfield, Missouri

The City Council met in regular session January 13, 2020 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Roll Call	Present: Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear, Matthew Simpson, and Ken McClure. Absent: Abe McGull
Minutes	The minutes of December 16, 2019 City Council Meeting and December 17, 2019 and January 7, 2020 Special City Council Meetings were approved as presented.
Consent Agenda	The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report	Jason Gage, City Manager congratulated the History Museum on the Square for being named America's Best New Attraction by the readers of USA Today. He noted Springfield has earned this recognition two out of the past three years as Wonders of Wildlife won two years ago.
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Mr. Gage noted councilmembers have at their place the latest edition of the SGF Neighborhood News which is published by the Department of Public Information and Civic Engagement.

Mr. Gage congratulated the Springfield Fire Department for winning the annual Police versus Fire Charity Hockey Game. He noted the event benefits the Greene County 100 Club. He further noted the club is a 501(C)3 organization that provides financial support to the surviving spouse and dependent children of police officers and firefighters killed in the line of duty in Green County, Missouri.

Mr. Gage thanked all the sponsors and supporters of Home for the Holidays. He noted the City hosted approximately 300 servicemembers from Fort Leonard Wood. There was tremendous support from both the public and private sector, and he expressed he is grateful to have an impressive base located in our state. He further noted Commanding General Donna Martin was in Springfield for the day and shared her appreciation and amazement at Springfield's show of support.

Mr. Gage noted in addition to the BUILD Grant awarded to the City, Public Works was also notified of a \$1.5 million grant to supplement the construction of the Galloway Street Widening Project. Governor Parson recommended 20 transportation projects for funding through the Governor's Transportation Cost Share Program. The purpose of the Governor's Cost Share Program is to build partnerships with local communities to pool efforts and resources to deliver road and bridge projects.

Mr. Gage noted the Mayor's Commission on Human Rights & Community Relations is working to gain feedback from the community on issues of inclusion. In the coming

weeks, they will be launching a Community Inclusion Survey to help better understand the needs of the community and provide input into future Commission and City work. He thanked Councilman Simpson for his help with the project, noting the City is dedicated to creating a culture that can only be achieved in an environment that fosters mutual respect of all people.

The following bills appeared on the agenda under Second Reading Bills

**International
Property
Maintenance Code**

Sponsor: Ollis, Lear, and McGull. Council Bill 2019-252. A general ordinance amending Chapter 36 of the Springfield City Code, known as the ‘Land Development Code,’ by repealing Article VII, ‘International Property Maintenance Code,’ in its entirety, and enacting a new Article VII, ‘International Property Maintenance Code.’ (Recommended by Plans and Policies Committee.)

Councilman Hosmer moved to table Council Bill 2019-252 until the February 10, 2020 City Council Meeting. The motion was seconded by Councilman Schilling.

The motion was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

**Show Me PACE
Substitute**

Sponsor: McClure. Council Bill 2019-261 Substitute No. 1. A special ordinance authorizing the City of Springfield, Missouri, to join the commercial component of the Show Me PACE Clean Energy District created pursuant to Missouri Revised Statutes Sections 67.2800 to 67.2835, known as the “Property Assessment Clean Energy Act;” stating the City’s intent to participate in the commercial component of the “Property Assessed Clean Energy” Program as a member of such District; requesting appointment to the District’s Advisory Board; disclaiming any need for appropriation; and directing the City Clerk to send a certified copy of this Ordinance to the Board of Directors of the District.

Council Bill 2019-261 Substitute No. 1. Ordinance 27263 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

Show Me PACE

Sponsor: Ollis, Lear, Hosmer, and McGull. Council Bill 2019-261. A special ordinance authorizing the City of Springfield, Missouri, to join the commercial component of the Show Me Property Assessment Clean Energy District created pursuant to Missouri Revised Statutes Sections 67.2800 to 67.2835, known as the “Property Assessment Clean Energy Act;” stating the City’s intent to participate in the commercial component of the “Property Assessed Clean Energy” Program as a member of such District; requesting appointment to the District’s Advisory Board; disclaiming any need for appropriation; and directing the City Clerk to send a certified copy of this Ordinance to the Board of Directors of the District. (Recommended by Plans and Policies Committee.)

Council Bill 2019-261. Council Bill 2019-261 failed due to the passing of Council Bill 2019-261 Substitute No. 1.

Conditional Use Permit

Sponsor: Schilling. Council Bill 2019-274. A special ordinance granting Conditional Use Permit No. 440 for the purpose of allowing a nursing and retirement home within the R-MD, Medium-density Multi-Family Residential district located at 4349 South Kansas Avenue. (Staff and Planning and Zoning Commission recommend approval).

Anita Cotter, City Clerk noted a protest petition was received and found to be insufficient at 0.58 percent and a copy of the supplemental explanation sheet has been provided at the councilmember's places. Therefore, a supermajority will not be required to pass the proposed.

Council Bill 2019-274. Ordinance 27264 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

Wastewater Code

Sponsor: Fisk. Council Bill 2019-276. A general ordinance amending Chapter 120, 'Wastewater Regulations,' Article VI, 'Wastewater Charges and Rates,' Section 120-245, 'Rates' and Section 120-247, 'Extra charges,' of the Springfield City Code by repealing the existing rate schedule and establishing new rate schedules that provide for phased-in rate increases annually for three years, beginning July 1, 2020, which shall provide necessary funding for the additional debt service cost of complying with the Clean Water Act and Missouri Department of Natural Resources mandates. (Environmental Services recommends approval.)

Council Bill 2019-276. Ordinance 6565 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

C-Street TIF

Sponsor: Ferguson. Council Bill 2019-277. A special ordinance amending the budget of the City of Springfield for Fiscal Year 2019–2020 in the amount of \$150,000 for the purpose of approving expenditures from the Commercial Street Tax Increment Financing Special Allocation Fund for certain public improvement projects within the Commercial Street Tax Increment Financing District. (Staff and the City Loan Committee recommend approval.)

Council Bill 2019-277. Ordinance 27265 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

Blaine Street Façade Loan Program

Sponsor: Ferguson. Council Bill 2019-278. A special ordinance amending the Blaine Street Façade Loan Program Rules and Regulations for the purpose of expanding the boundaries of the loan program and renaming the program to reflect the amendments.

Council Bill 2019-278. Ordinance 27266 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

**Twehous
Excavating Bid**

Sponsor: McGull. Council Bill 2019-280. A special ordinance amending the budget for Fiscal Year 2019-2020 for the Department of Environmental Services in the amount of \$1,400,000.00 to appropriate retained earnings of the Solid Waste Fund for the design, permitting, construction and construction oversight of the Cell II Phase II solid waste disposal unit; accepting the bid of Twehous Excavating Co., Inc., for the construction of the Cell II Phase II solid waste disposal unit at the City of Springfield Noble Hill Sanitary Landfill; and authorizing the City Manager, or his designee, to enter into a contract for said improvement.

Council Bill 2019-280. Ordinance 272677 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

The following bills appeared on the agenda under Resolutions

**Short-Term Rental
Appeal 1758 South
Fremont**

Sponsor: Simpson. Council Bill 2020-001. A resolution granting a Short-Term Rental Type 2 Permit for the property located at 1758 South Fremont Avenue, for the purpose of allowing the establishment of a Short-Term Rental Type 2 pursuant to Section 36-473 of the Zoning Ordinance.

Mary Lilly Smith, Director of Planning and Development provided a brief overview of the proposed. She noted residents of the neighborhood acquired 3 of 5 required signatures during their neighborhood meeting held on November 11, 2019.

Councilman Hosmer noted he would vote against the proposed. He expressed his belief that regulations should not be overruled every time there is a public objection.

Councilman Lear expressed his support for the proposed. He expressed his belief the neighborhood integrity would stay intact and noted more signatures were gathered than needed.

Councilman Simpson expressed his support for the proposed. He noted when councilmembers created the ordinance, they provided a review process for applications.

Council Bill 2020-001. Resolution 10490 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Lear, Simpson, and McClure. Nays: Hosmer and Ollis. Absent: McGull. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

The following bills appeared on the agenda under Public Hearing

The following bills were read and discussed simultaneously.

**Annexation of 3615
and 3697 N State
Highway H/
Glenstone Ave**

Sponsor: McGull. Council Bill 2020-002. A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 6.3 acres of private property and 1.5 acres of Missouri Department of Transportation right-of-way into the City of Springfield, Missouri, generally located at 3615 and 3697 North State Highway H/Glenstone Avenue and being generally referenced as Annexation A-2-19. (By: James Peacock; 3615 & 3697 N. State Hwy H/Glenstone; Annexation A-2-19.)

**Rezoning 3615 and
3697 N State
Highway H/
Glenstone Ave**

Sponsor: McGull. Council Bill 2020-003. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.30 acres of property generally located at 3615 and 3697 North State Highway H/Glenstone Avenue from County R-1, Suburban Residence District and C-2, General Commercial District to GR, General Retail District; establishing Conditional Overlay District No. 182; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: James Peacock; 3615 & 3697 North State Highway H/Glenstone Avenue; Z-22-2019 w/COD No. 182.)

Mary Lilly Smith, Director of Planning and Development gave a brief overview of the proposed. She noted councilmembers initiated the annexation at the November 18, 2019 meeting at the property owner's request. She noted Council considerations before proceeding with annexation. She further noted the annexation is consistent with the Comprehensive Plan and Urban Service Area philosophy. She noted the rezoning includes a Conditional Overlay District which requires a Traffic Impact Study. She further noted staff and Planning & Zoning Commission recommended approval.

An opportunity was given for citizens to express their views.

Michael White, representing the owner, spoke in support of the proposed. He offered himself to councilmembers should they have any questions.

There being no further speakers the public hearing was declared closed.

**Rezoning 3525
East Battlefield
Road**

Sponsor: McGull. Council Bill 2020-004. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 17 acres of property generally located at 3525 East Battlefield Road from Planned Development No. 226 to GR, General Retail District; establishing Conditional Overlay District No. 180; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: McLean Enterprises; 3525 E. Battlefield Road; Z-23-2019 with Conditional Overlay No. 180.)

Mary Lilly Smith, Director of Planning and Development gave a brief overview of the proposed. She noted general retail is consistent with the Comprehensive Plan which encourages commercial development at intersections of major streets. An opportunity was given for citizens to express their views.

Anita Cotter, City Clerk noted a representative would be available should councilmembers have any questions.

There being no further speakers the public hearing was declared closed.

**Rezoning 3411
South Kansas
Avenue**

Sponsor: McGull. Council Bill 2020-005. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.27 acres of property generally located at 3411 South Kansas Avenue from R-LD, Low Density Multi-Family Residential District, with Conditional Overlay District No. 162, to R-MD, Medium Density Multi-Family Residential District; establishing Conditional Overlay District No. 179; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Project Collective, LLC; 3411 South Kansas Avenue; Z-21-2019 w/Conditional Overlay No. 179.)

Mary Lilly Smith, Director of Planning and Development gave a brief overview of the proposed. She noted the proposed increases the density from 18 dwelling units per acre to 20. She further noted no access will be permitted to Kansas Avenue as a condition of a past rezoning.

Councilman Schilling asked what caused the addition of new units. Ms. Smith noted the applicant has changed and looked at a different design.

An opportunity was given for citizens to express their views.

Jason Finley, representing the developers, spoke in support of the proposed. He noted they changed the site plan to the presented conditional overlay. He expressed his belief the project would now become financially feasible.

Councilman Lear asked if a detention is required on the property. Mr. Finley responded affirmatively.

There being no further speakers the public hearing was declared closed.

**Rezoning 2521
South Holland
Avenue**

Sponsor: McGull. Council Bill 2020-006. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3.6 acres of property generally located at 2521 South Holland Avenue from R-SF, Single-family Residential to R-LD, Low-Density Multi-family District; establishing Conditional Overlay District No. 181; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Jefferey Ballard; 2521 South Holland Avenue; Z-24-2019 w/Conditional Overlay District No. 181.)

Mary Lilly Smith, Director of Planning and Development gave a brief overview of the proposed. She noted the Land Use Map is not sufficiently detailed to determine land use. She further noted the Comprehensive Plan encourages each neighborhood to have a range of housing types. Surrounding land uses and zoning include single-family houses to the north, commercial uses to the east, greenway spaces to the south, and duplexes to the west.

Councilman Simpson asked if the conditional overlay district provision specifies that a no-rise condition requires a net-zero impact regarding runoff from any development on the property. Ms. Smith responded affirmatively and noted there are representatives from both stormwater and traffic divisions available to answer specific questions related to this question.

Julie Hawkins, Professional Engineer provided clarity on the no-rise condition. Councilman Simpson asked if any downstream impacts are anticipated if the proposed were approved. Ms. Hawkins noted downstream impacts are addressed by the no-rise condition.

Councilman Simpson asked if the site plan would result in roughly forty-five percent of the property becoming an impervious surface. Ms. Smith explained there is not a site plan associated with the zoning. He asked what the typical impervious surface coverage of a single-family residential development is. Ms. Smith noted between forty and fifty percent. He asked if the City owns the property to the south. Ms. Smith responded affirmatively. He asked if the eighty-foot stream buffer would continue to exist if development would occur. Ms. Smith responded affirmatively.

Councilman Lear asked if the area was currently zoned single-family. Ms. Smith responded affirmatively. He asked if councilmembers chose to not act, would it allow the owners to pursue more single-family development. Ms. Smith noted they could, provided they met the plat requirements of the subdivision regulations. Councilman Lear noted some residents have expressed their desire to keep the area a green space, however, the area is currently zoned as single-family residential. He asked what it would take to keep the area a green space. Ms. Smith noted the owner could voluntarily keep it a green space, the area could be acquired by an entity that desired to keep it green space, or a land easement could be placed.

Councilman Schilling noted he received citizen input expressing concern of the potential increase in traffic that may occur due to the proposed. He also received concerns pertaining to the narrowness of Holland Street and the concern for residents who have hearing impaired children attending school nearby. Ms. Smith noted traffic engineers have studied the traffic flow and believe traffic will flow out to Downing Street. She expressed her belief the average daily trip count is favorable to the area when compared to other collector streets.

Councilman Hosmer asked where the FEMA flood plan is located. Ms. Hawkins described the location as being near the tree line on the map before Council. He asked what percentage of the property is within the flood plan. Ms. Hawkins noted she did not know the percentage. He asked how staff measures runoff on a development. Ms.

Hawkins explained the process. He asked how accurate said process is. Ms. Hawkins noted it is an engineer's calculation and would not be able to speak to its accuracy. He asked how many units are planned to be developed on this tract. Ms. Smith noted a maximum of forty dwelling units would be allowed. An opportunity was given for citizens to express their views.

Teresa Davison spoke in support of the proposed. She addressed concerns stated by residents, including property values, flooding, traffic near schools, and the narrowness of Holland Avenue. She noted the narrowness of Holland Avenue is going to be addressed by City staff for future development plans. She noted Downing Street is as wide as Jefferson Avenue, minus the sidewalks.

Councilman Simpson asked if the plan is to develop residences into townhome style units. Ms. Davison answered affirmatively and provided copies of the plans to councilmembers.

Brenda Claxton spoke in opposition of the proposed. She noted concern with flood plan development. She further noted she lives near Holland Elementary School and traffic renders the narrow street impassable during certain hours. She expressed her concern with additional vehicles utilizing the roads if the proposed passed.

Sherri Campbell spoke in opposition of the proposed. She expressed her belief additional traffic poses an extra safety concern for hearing impaired children. She noted she would like clarity on the phrase "fee in lieu of detention."

Councilman Simpson asked for clarity on the standards for being designated a collector street. Derrick Estell, Public Works Traffic Operations, provided clarity, adding it is his belief traffic will not have a major impact on the area.

Mayor Pro Tem Ferguson asked about future improvements to Holland Street. Derrick Estell expressed his belief there are not immediate plans for improvements. He noted there was not a traffic impact study for this development.

Councilman Lear asked for clarity regarding construction under certain parameters as it relates to FEMA. Julie Hawkins noted work is allowed in a flood plan and a permit is required. He asked if the phrase "fee in lieu of detention" is more about best practices or is it a way to pay to avoid doing work. Ms. Hawkins noted having a detention, in this case, would cause more flooding issues, thus paying a fee in lieu of the detention would be a best practice. She further noted they would still have to provide water quality assurances.

Councilman Schilling asked about the average cost to build a detention. Ms. Hawkins noted it varies depending on the detention method the individual uses.

Mayor Pro Tem Ferguson asked what the fee in lieu of detention was collected and used for. Ms. Hawkins noted this fee is used for stormwater improvements.

Stephen Campbell spoke in opposition of the proposed. He noted he has lived in his current location for nineteen years. He further noted the issues with stormwater in the area and expressed his belief further development may cause more flooding issues.

Bruce Steventon spoke in opposition of the proposed. He noted he is speaking on behalf of his ill father-in-law. He expressed his belief flooding is an issue on Holland Avenue. He noted his concerns also include property values and safety for school children.

Councilman Simpson wished Mr. Steventon's father-in-law a speedy recovery in health.

Jerilyn Reed spoke in opposition of the proposed. She noted there are three housing units nearby with openings and expressed her opposition to further housing units being created. She further noted school children's safety is one of her main concerns with additional traffic.

Councilman Simpson asked staff if there is road crossing equipment for the school on Holland to aid in safety for the hearing-impaired children. Dan Smith, Director of Public Works noted he did not believe there is currently any equipment. Councilman Simpson expressed his interest in acquiring safety equipment in the future.

Councilman Simpson asked how traffic would be impacted differently between the proposed, versus building approximately nineteen single family homes. Derrick Estell noted the data collected suggests less traffic would be generated at peak hours if the proposed were to pass.

Councilman Hosmer asked how traffic would be less if more people were to have residency in apartment units versus single-family homes. Derrick Estell noted the ITE Trip Generation Handbook generates the data based on several factors. Jason Gage, City Manager noted research considers differences in family travel and needs, such as families versus single individuals.

Jina Zarifis spoke in opposition of the proposed. She expressed concern with flooding in the area. She encouraged councilmembers to oppose the proposed.

Trish Pearson spoke in opposition of the proposed. She expressed concern with Holland Avenue being designated a collector street and wanted to know if the road would be widened. She further expressed concern with flooding in the neighborhood.

Jeff Ballard spoke in support of the proposed. He expressed his belief there is a misunderstanding concerning the cause of flooding. He expressed sympathy with homeowners concerning stormwater issues. He noted he has a background in construction and expressed it is not uncommon to build in a flood plan so long as certain measures are taken.

Seth Entwisle spoke in opposition of the proposed. He expressed concern with building additional units in the area. He encouraged councilmembers to oppose the proposed.

The following bills appeared on the agenda under First Reading Bills

**Jefferson Avenue
Footbridge
Rehabilitation**

Sponsor: Ferguson. Council Bill 2020-008. A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Agreement with the Federal Highway Administration and the Missouri State Historic Preservation Office for mitigation of adverse effects from the Jefferson Avenue Footbridge Rehabilitation.

Andrew Flippin, Professional Engineer provided a brief overview of the proposed. Mr. Flippin provided the rehabilitation history of the project. He noted the Memorandum of Agreement allows the City five years to construct rehabilitation, outlines directives upon the potential discovery of cultural items, and includes dispute resolution, amendments, and termination items. He further noted by bidding the alternate design presented, City Council will have the ability to award either the base bid plus the alternate or just the base bid.

Mayor Pro Tem Ferguson thanked Mr. Flippin for the presentation. She noted the bridge is a mode of transportation in her zone. She asked about bicycles having access to the elevators. Mr. Flippin noted that rails could be put in to accommodate the request. She asked for clarity between the bid costs. Mr. Flippin provided the cost differential and explained the differences.

Councilman Ollis asked if ADA compliance requires the elevators be put into the design. Mr. Flippin noted the structure must be upgraded to ADA standards. He further noted it is more cost effective to put in elevators than ramps under the design. Councilman Ollis asked if for clarity regarding if the project has already gone out for a bid. Mr. Flippin noted it has not gone out for bid, the projected costs are estimates.

An opportunity was given for citizens to express their views.

Paden Chambers, Landmarks Board Chair spoke in support of the proposed. Mr. Chambers noted there has been some concern regarding vestibules located in the design that would always need to be open to remain ADA compliant. He suggested the concern should be addressed before going out to bid.

Councilman Lear asked what suggestions have been presented to address the concern of vestibules being used for purposes other than intended. Mr. Chambers suggested the issue could be side-stepped by selecting an elevator design that would not require vestibules.

Councilman Schilling asked for clarity regarding the concern with vestibules. Mr. Flippin noted they are enclosed and climate controlled and would be attractive for homeless individuals to utilize.

Councilman Ollis asked if there is a plan for maintenance and cleaning regarding the elevator and vestibule area. Jason Gage, City Manager noted the City will plan accordingly to maintain the area.

Mayor Pro Tem Ferguson asked if the elevator enclosure would be glass. Spencer Jones, Great River Engineering noted it is a steel frame with a glass enclosure. He further noted the idea would be to increase visibility to decrease the chance of improper usage.

Mary Collette, Commercial Club President spoke in support of the proposed. She noted the bridge has been closed for six years and remains an inconvenience for the area based on the inaccessibility to the bridge. She further noted there has been a loss in revenue for merchants on Commercial Street. She encouraged councilmembers to support the proposed alternate bid.

There being no further speakers the public hearing was declared closed.

At approximately 8:30 p.m. Mayor McClure called a fifteen-minute recess. City Council reconvened at approximately 8:45 p.m.

1/8 Cent Transportation Tax

Sponsor: Hosmer. Council Bill 2020-009. A special ordinance amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$22,000,000, to appropriate the estimated proceeds of the first four years of the 1/8-Cent Transportation Sales Tax approved by the Springfield voters on November 5, 2019; and authorizing the City Manager to exercise any necessary powers to complete transportation projects funded by the 1/8-Cent Transportation Improvements Sales Tax for the purpose of funding and completing those projects funded herein for 2021-2025.

Dan Smith, Director of Public Works provided a brief overview of the proposed. Mr. Smith noted the proposed is a follow up and appropriation of funds approved by the November 2019 election. He noted the proceeds would go to design and construction of promised improvements.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed.

Salary Ordinance

Sponsor: Ollis. Council Bill 2020-010. A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding one new job title to the Crafts, Trades and Labor ("CTL") salary schedule; by adding seven new job titles to the Professional, Administrative and Technical ("PAT") salary schedule; by adding three additional full-time equivalent positions; and by amending the Fiscal Year 2019-2020 budget of the City of Springfield, Missouri to adjust the authorized employee positions of the City.

Darla Morrison, Director of Human Resources provided a brief overview of the proposed. She noted the proposed addresses several Human Resources related matters for the Law, Environmental Services, and Risk Management Departments. She noted the fiscal notes are outlined in the explanation sheet and no budget adjustment is required.

Mayor McClure asked if the budget adjustment would be included in next year's budget. Ms. Morrison answered affirmatively, for Environmental Services.

Mayor Pro Tem Ferguson asked if in the upcoming budget there would be a request for \$172,675 to cover the three new FTE's. Ms. Morrison noted she did not have the exact number at this time but would follow up and provide the information to councilmembers.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed.

Fiscal Year 2018-2019 Carryover Funds

Sponsor: Hosmer. Council Bill 2020-011. A special ordinance authorizing the City Manager, or his designee, to amend contracts with Infor Public Sector, Inc., and appropriate Fiscal Year 2018-2019 carryover funds by amending the budget of the Department of Information Systems for Fiscal Year 2019-2020 in the amount of \$250,000.00, for the purpose of continuing with Phase 2 of the implementation of the Infor Community Regulation and Development software.

Nicole Plowman, Administrative Systems Analyst provided a brief overview of the proposed. She noted current software is from the 1990's and outdated. She further noted Phase 1 went live on October 15, 2018. Phase 2 was divided into three releases. The proposed would allow for the third release to be fully funded.

Councilman Simpson asked if anything is done to engage clients on feedback weather the process works. Ms. Plowman answered affirmatively.

Councilman Ollis noted he received feedback on the permitting aspect and asked if the process is going well. Jason Gage, City Manager noted the database touches many aspects and a lot has been learned. He noted there have been challenges and considers the process in a refinement stage. Councilman Ollis encouraged the continual soliciting of feedback on the permitting process.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed.

Avigilon Control Center Software Contract

Sponsor: Ollis. Council Bill 2020-012. A special ordinance authorizing the City Manager, or his designee, to enter into a contract with Motorola Solutions for the purchase of Avigilon Control Center Software and necessary hardware to implement a system to record the feeds from City of Springfield owned traffic cameras at a cost of \$90,000.00.

Paul Williams, Police Chief provided a brief overview of the proposed. He noted Springfield has had traffic cameras for many years, however, the Avigilon program would allow for the storage of feed to another server, and analytical software for investigations. He further noted it is a onetime cost.

Councilman Simpson asked how long the record retention would be. Chief Williams noted they would follow Attorney General guidelines for audio and video retention

allowing for thirty days or longer if the feed is significant in an investigation. Councilman Simpson asked if these systems act as a deterrent and weather signage would be posted to inform the public. Chief Williams noted there is anecdotal evidence they assist in deterrence, and there is currently no effort to post additional signage.

Councilman Lear asked is there any personnel, archival, or sunshine costs associated with the proposed. Chief Williams noted any costs would be assumed by the Police Department. He further noted MODOT cameras would continue to operate a live feed.

Councilman Hosmer expressed his belief the intent for recording feed is not to act as a deterrent, but to help investigations. Chief Williams noted new personnel would not be added to monitor cameras, and all recorded feed would aid investigations later. Councilman Hosmer asked if any interest has been expressed by MODOT or Highway Patrol to opt into a recording feed. Chief Williams noted there have been and will continue to be discussions.

An opportunity was given for citizens to express their views. There being no speakers the public hearing was declared closed.

Home for the Holidays

Sponsor: McClure. Council Bill 2020-013. A special ordinance authorizing the City Manager, or his designee, to accept donations totaling \$14,456.56 from Community Foundation of the Ozarks to cover the City's expenses to sponsor the "Home for the Holidays" event for certain service men and women stationed at United States Army Fort Leonard Wood; and amending the budget for the Department of Public Information and Civic Engagement for Fiscal Year 2019-2020 in the amount of \$14,456.56.

Cora Scott, Director of Public Information & Civic Engagement provided a brief overview of the proposed. She noted the event on December 23, 2019 was well received. She further noted there are excess funds in the amount of \$2,973.41 being reviewed for potential investment by United Way of the Ozarks and Community Foundation of the Ozarks.

Councilwoman Fisk expressed her gratitude for the event. She noted she heard many positive comments from attendees, friends, and community members.

Mayor Pro Tem Ferguson expressed her gratitude for the event. She noted her personal experience not having children home for the holidays and expressed interest in having the event in subsequent years.

Mayor McClure expressed his gratitude for the event. He thanked community partners stepping up to assist. He expressed his belief events like this potentially help local employers, as servicemembers may look for employment in Springfield after their contract is fulfilled.

An opportunity was given for citizens to express their views.

Peyton Andrews, representing the Springfield Area Chamber of Commerce spoke in support of the proposed. She thanked councilmembers for their personal military service. She thanked Mayor McClure's leadership and willingness to partner with Fort Leonard Wood. She additionally thanked City staff for their efforts in hosting the event.

There being no speakers the public hearing was declared closed.

The following items appeared on the agenda under Petitions, Remonstrances, and Communications.

Lisa Purdy addressed City Council. Lisa Purdy expressed the opinion flags with fringe present in City Council Chambers may be out of compliance with flag code.

Julie Bloodworth addressed City Council. She made three requests of councilmembers. First, to include citizens in policy discussions regarding nuisance properties. Second, adopt a robust set of ordinances to facilitate meaningful, timely abatements. Third, make necessary changes to city infrastructure and resources to enact said ordinances. She voiced support for Council Bill 2019-252 and expressed her belief it could positively address nuisance properties.

Councilman Ollis asked for a report on violations. He additionally asked if there could be an escalating fee structure implemented to help enforce nuisance property violations. Harlan Hill, Director of Building Development Services expressed his belief fee escalations could be implemented and noted there would be a future discussion concerning fee escalations. Councilman Ollis thanked Ms. Bloodworth for speaking with councilmembers.

Councilman Lear thanked Ms. Bloodworth for speaking with councilmembers. He expressed his desire to find a solution to the chronic problem of nuisance properties.

Mayor Pro Tem Ferguson noted neighbors can only tolerate nuisance properties for so long. She expressed her belief that properties would continue to deteriorate if the process is not addressed quickly.

Angela Mayer addressed City Council. She expressed concern with a chronic nuisance property in her area and requested action from councilmembers.

Councilman Ollis asked if the property has been turned in. Ms. Mayer responded affirmatively. He asked staff if councilmembers could receive a report regarding what is being done about the property. Jason Gage, City Manager noted a reported would be provided.

Mayor Pro Tem Ferguson asked if squatters are using a vacant structure should Council Bill 2019-252 note the legal requirements of dwelling in a vacant space. Harlan Hill, Director of Building Development Services noted he would refer the question to the Law Department for advisement. She encouraged Mr. Hill to consider steep escalating fees to deter chronic nuisance properties.

Councilwoman Fisk asked if additional complaints have been made against the property. Mr. Hill noted he has not been personally involved in this particular complaint but would follow up with councilmembers.

The following items appeared on the agenda under New Business

Recommended The Mayor recommends the following appointment to the Mayor's Commission for Children: Elizabeth Andrews with term to expire November 29, 2021.

Recommended The Mayor recommends the following appointment to the Land Clearance for Redevelopment Authority: Ben Edmondson with term to expire March 1, 2023.

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

UNFINISHED BUSINESS

MISCELLANEOUS

The following bill appeared on the agenda under Consent Agenda First Reading Bills

2136 East Turner Street Sponsor: McGull. Council Bill 2020-014. A special ordinance authorizing the Mayor to execute a deed to convey a portion of the property generally located at 2136 East Turner Street. (Planning and Zoning Commission and staff recommend approval.)

Preliminary Plat of Kay Pointe Place Sponsor: Ferguson. Council Bill 2020-015. A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kay Pointe Place, generally located at 3652 West Kay Pointe Boulevard and 901 South West Bypass, upon the filing and recording of a final plat which substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Preliminary Funding Agreement with Prosperiti Development Sponsor: Ferguson. Council Bill 2020-016. A special ordinance authorizing the City Manager, or designee, to execute a Preliminary Funding Agreement between the City of Springfield, Missouri, and Prosperiti Development, LLC; and amending the budget for Fiscal Year 2019-2020 in the amount of \$10,000 for the purpose of funding the preparation and review of amendments to the Commercial Street Tax Increment Financing Plan.

Greene County Storm Warning Sirens Agreement Sponsor: Lear. Council Bill 2020-017. A special ordinance authorizing the City Manager, or his designee, to enter into a Services Agreement with Greene County, Missouri, for the City to continue to monitor and maintain the County Storm Warning Sirens.

Shop with a Hero Program

Sponsor: Fisk. Council Bill 2020-018. A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Walmart Community Grant Program to participate in the annual Shop with a Hero Program; and amending the budget of the Police Department for Fiscal Year 2019-2020 in the amount of \$13,500.00.

CONSENT AGENDA – ONE READING BILLS

The following bill appeared on the agenda under Consent Agenda Second Reading Bills

License Agreement

Sponsor: Ferguson. Council Bill 2019-281. A special ordinance authorizing the City Manager, or his designee, to enter into a license agreement with Sun Belt Environmental Services, Inc., for the purpose of installing and maintaining two monitoring wells on public right-of-way at the site of a former fueling station generally located at 5230 West Highway 266, to monitor groundwater conditions at no cost to the City.

Council Bill 2019-281. Special Ordinance 27268 was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, Simpson, and McClure. Nays: None. Absent: McGull. Abstain: None.

Confirmed

Confirm the following appointment to the Mayor's Commission for Children: Brandy Harris with term to expire November 29, 2021.

Confirmed

Confirm the following reappointments to the Mayor's Commission for Children: Christen Davis, Susan Henderson, and Missy Riley with terms to expire November 29, 2022.

Confirmed

Confirm the following appointment to the Mayor's Commission for Human Rights: Cynthia Rushefsky with term to expire October 1, 2022.

Confirmed

Confirm the following reappointment to the Mayor's Commission for Human Rights: Mike Jungers with term to expire October 1, 2022.

Confirmed

Confirm the following appointment to the Springfield Convention and Visitors Bureau, Inc.: Bill Hobbs with term to expire January 1, 2023.

Confirmed

Confirm the following reappointment to the Springfield Convention and Visitors Bureau, Inc.: Martina Sally with term to expire January 1, 2023.

Confirmed

Confirm the following appointment to the Traffic Advisory Board: Rachel Weinhaus with term to expire April 1, 2020.

Confirmed

Confirm the following reappointment to the Traffic Advisory Board: Matthew Bumgarner with term to expire April 1, 2022.

- Confirmed** Confirm the following appointment to the Board of Equalization: Shana Mitchell with term to expire April 1, 2021.
- Confirmed** Confirm the following appointments to the Citizens Advisory Committee for Community Development: Alexandra Sheppard and Lindsay Taggart with terms to expire May 1, 2021.
- Confirmed** Confirm the following reappointment to the Citizens Advisory Committee for Community Development: Erin Gray with term to expire May 1, 2021.
- Confirmed** Confirm the following appointments to the Landmarks Board: Randall Allen and Adam Letterman with terms to expire November 1, 2020.
- Confirmed** Confirm the following reappointments to the Landmarks Board: Kaitlyn McConnell and Paul Lewis with terms to expire November 1, 2022.
- Confirmed** Confirm the following reappointments to the Planning and Zoning Commission: Marian Dee Ogilvy and King Coltrin with terms to expire January 1, 2024.
- Confirmed** Confirm the following appointment to the Public Building Corporation: Shanda Trautman with term to expire September 1, 2025.
- Confirmed** Confirm the following reappointments to the Public Building Corporation: John Wylie and Frank Bridges with terms to expire September 1, 2025.
- Confirmed** Confirm the following appointments to the Springfield/Greene County Environmental Advisory Board: Kristan Peryer with term to expire October 1, 2021, and Jeffrey Schmedeke with term to expire October 1, 2022.
- Confirmed** Confirm the following reappointment to the Springfield/Greene County Environmental Advisory Board: Angie Snyder with term to expire October 1, 2022.
- Confirmed** Confirm the following appointment to the Airport Board: Steve Bach with term to expire June 1, 2021.

END OF CONSENT AGENDA.

- Motion to Adjourn** Councilman Simpson moved to Adjourn. Councilman Ferguson seconded the motion, and it was approved by the following vote: Ayes: Schilling, Ferguson, Fisk, Ollis, Lear, Simpson, and McClure. Nays: Hosmer. Absent: McGull. Abstain: None. The meeting adjourned at 9:48 p.m.

Prepared by
Johnathan Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 01-07-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 002

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Section 1-9 of the Springfield City Code, 'City Limits;' and amending
2 Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts
3 and council zones;' for the purpose of annexing 6.3 acres of private
4 property and 1.5 acres of Missouri Department of Transportation right-of-
5 way into the City of Springfield, Missouri, generally located at 3615 and
6 3697 North State Highway H/Glenstone Avenue and being generally
7 referenced as Annexation A-2-19.
8
9

10 WHEREAS, a verified petition requesting annexation was filed by the owners of
11 all fee interests of record in all tracts of real property located within the area proposed to
12 be annexed, as described in "Exhibit A," said area being generally located at 3615 and
13 3697 North State Highway H/Glenstone Avenue; and
14

15 WHEREAS, said petition was presented to City Council more than fourteen, but
16 less than sixty days prior to the public hearing thereon; and
17

18 WHEREAS, proper notice was published at least seven days prior to the public
19 hearing; and
20

21 WHEREAS, City Council does find and determine that: (1) said annexation is
22 reasonable and necessary to the proper development of the City; (2) the City is able to
23 furnish normal municipal services to the area annexed herein with a reasonable time
24 after annexation; and (3) the area annexed herein is contiguous and compact to the
25 existing corporate boundaries of the City.
26

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

30 Section 1 – City Council, after holding a public hearing, hereby determines that
31 the annexation of the property described in "Exhibit A," which is attached hereto and
32 incorporated herein by this reference, is reasonable and necessary to the proper
33 development of the City, the City has the ability to furnish normal municipal services to
34 the area annexed within a reasonable time, and that the area is contiguous and

compact to the existing boundaries of the City.

Section 2 – Pursuant to the provisions of Section 71.012 RSMo., the property described in "Exhibit A," is hereby annexed into the City of Springfield, Missouri.

Section 3 – Section 1-9, 'City Limits,' is hereby amended by adding thereto the land described in "Exhibit A." .

Section 4 – Section 46-1, 'Boundaries of wards, precincts and council zones,' is hereby amended by placing the property described on "Exhibit A" into the appropriate ward and precinct as determined by the County Clerk in accordance with the provisions of State law.

Section 5 – The City Clerk is directed to: (1) file certified copies of this Annexation Ordinance with the Clerk of Greene County; (2) file certified copies of this Annexation Ordinance with the Assessor of Greene County; and (3) forward to the Missouri Director of Revenue, by certified mail, a certified copies of this Ordinance, and any other information that the Director of Revenue may require. The City Clerk is further authorized and empowered to perform any other administrative acts which consistent with the intent of this Ordinance.

Section 6 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Achale T. Wadsworth, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020- 002

FILED: 01-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Section 1-9 of the Springfield City Code, 'City Limits,' by annexing 6.3 acres of private property and 1.5 acres of Missouri Department of Transportation right-of-way into the City of Springfield, Missouri, generally located at 3615 and 3697 North State Highway H/Glenstone Avenue, and generally referenced as Annexation A-2-19; and amending the Springfield City Code, Chapter 46, Section 46-1, 'Boundaries of wards, precincts and council zones,' by adding this property to the ward and precinct assigned by the County Clerk. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owner of the private property generally located at 3615 & 3697 North State Hwy H/Glenstone Avenue is requesting annexation into the City of Springfield ("Exhibit B"). The public right-of-way is currently a Missouri Department of Transportation "MODOT" maintained roadway named State Highway H; however, when annexed will be named Glenstone Avenue. The owner of the property has signed a petition to request annexation into the City of Springfield. The property is within the City of Springfield's Urban Service Boundary and is immediately adjacent to the City of Springfield. The owner is proposing to annex and rezone the property to allow for commercial uses.

City Council is required to hold a public hearing to determine whether the annexation is reasonable and necessary for the proper development of the City and whether the City has the ability to furnish normal city services within a reasonable period of time. If no written objection is filed within fourteen (14) days of the public hearing, the City may annex the property by ordinance without further action.

REMARKS:

The area to be annexed ("Exhibit A") is contiguous to the City of Springfield. See "Exhibit B" for the location of the private property to be annexed.

RECOMMENDATIONS:

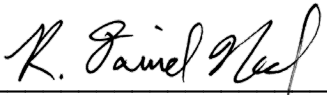
1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. Annexation of this area is reasonable and necessary to the proper development of the area by providing additional commercial development opportunities in an under-served area.
3. The City of Springfield has the ability to furnish normal municipal services to

this area within a reasonable time frame.

4. The proposed annexation area is contiguous and compact to the existing city limits.
5. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because it enhances government efficiencies through rational and simplified city boundaries.
6. The property owner(s) has petitioned the City for annexation.
7. The City will receive sales and property tax revenue upon annexation of this property.

Staff recommends the annexation of this private property.

Submitted by:



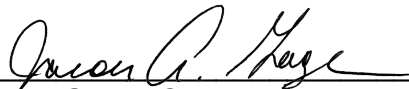
R. Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department and Agency Review

Attachment 2, Annexation Schedule

EXHIBIT A

LEGAL DESCRIPTION
ANNEXATION A-2-19

All of the South 125½ feet of the North 200 feet of : Beginning at the Southeast corner of the West Half (W½) of Lot Five (5) of the Northeast Quarter (NE¼) of Section 6, Township 29, Range 21; thence North 600 feet; thence West 435.6 feet; thence South 600 feet; thence East to the point of beginning, Except the East 30 feet, all in Greene County, Missouri.

And

All of the North 74½ feet of: Beginning at the Southeast corner of the West Half (W½) of Lot Five (5) of the Northeast Quarter (NE¼) of Section Six (6), Township Twenty-nine (29), Range Twenty-one (21); running, thence North 600 feet; thence West 435.6 feet; thence South Six hundred (600) feet; thence East to the beginning, Except any part used for roads, all in Greene County, Missouri.

And

All beginning Thirty (30) feet West and 741.5 feet South of the Northeast corner of the West One-half (W½) of Lot Five (5) of the Northeast Quarter (NE¼) of Section Six (6), Township Twenty-nine (29), Range Twenty-one (21); thence West 405.6 feet; thence North One hundred thirty-three (133) feet; thence East 405.6 feet; thence South One hundred thirty-three (133) feet to beginning, all in Greene County, Missouri.

And

Tract 2:

Beginning at the Southeast corner of the West Half of Lot 5 of the Northeast Quarter of Section Six (6), Township Twenty-nine (29) of Range Twenty-one (21), running North 600 feet; thence West 435.6 feet; thence South 600 feet; thence East to the point of beginning, Except the North 200 feet thereof; and Except any part thereof used for road purposes; and also Except the East 174.25 feet thereof in Greene County, Missouri.

And

Tract 3:

Beginning at the Southeast corner of the West half of Lot Five (5) of the Northeast Quarter of Section Six (6), Township Twenty-nine (29), Range Twenty-one (21); thence running North 400 feet; thence West 174.24 feet; thence South 400 feet; thence East

174.24 feet to the point of beginning, Except any part thereof used for road purposes, all in Greene County, Missouri.

\And

DESCRIPTION OF RIGHT-OF-WAY FOR ANNEXATION

THAT CERTAIN AREA BEING PART OF THE EXISTING RIGHT-OF-WAY OF STATE HIGHWAY "H" AND PART OF THE EXISTING RIGHT-OF-WAY OF VALLEY WATER MILL ROAD, ALL BEING LOCATED IN THE FRACTIONAL NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 21 WEST, BEING DESCRIBED AS FOLLOWS:

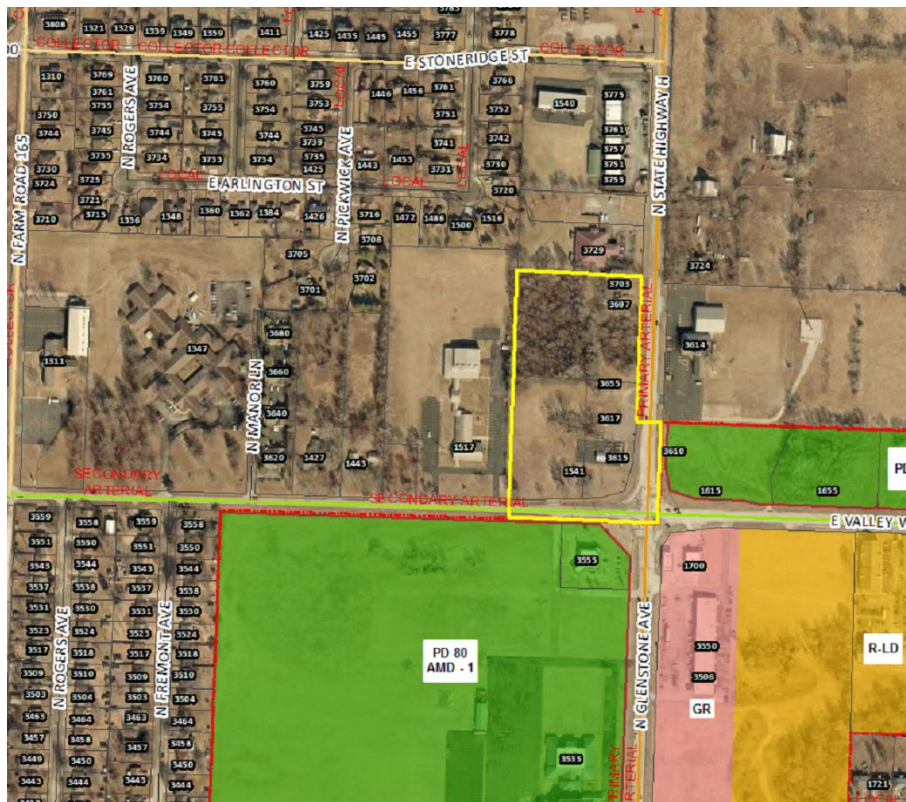
COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHWEST 1/4 OF LOT 5 OF SAID SECTION 6;
THENCE, S55°22'22"E, A DISTANCE OF 65.54 FEET TO THE POINT OF BEGINNING;
THENCE, N88°08'12"W, ALONG THE PROJECTED SOUTH RIGHT-OF-WAY LINE OF AFORESAID VALLEY WATER MILL ROAD, A DISTANCE OF 491.47 FEET;
THENCE, N02°15'04"E, A DISTANCE OF 65.56 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID VALLEY WATER MILL ROAD;
THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES:
THENCE, N88°59'18"E, A DISTANCE OF 286.61 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT;
THENCE, N73°29'16"E, A DISTANCE OF 79.16 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID STATE HIGHWAY "H";
THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE THREE (3) DESCRIBED COURSES:
THENCE, N16°52'45"E, A DISTANCE OF 96.88 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT;
THENCE, N01°56'29"E, A DISTANCE OF 56.47 FEET TO AN EXISTING COTTON SPINDLE;
THENCE, N08°03'05"E, A DISTANCE OF 71.51 FEET;
THENCE, S87°46'42"E, A DISTANCE OF 97.54 FEET TO A POINT ON THE EAST LINE OF SAID STATE HIGHWAY "H";
THENCE, S01°59'56"W, ALONG THE PROJECTED EAST RIGHT-OF-WAY LINE, A DISTANCE OF 325.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 65,491 SQUARE FEET, 1.5 ACRES, MORE OR LESS.

Exhibit B

CITY COUNCIL PUBLIC HEARING:

JANUARY 13, 2020



CASE NUMBER:
Annexation A-2-19

LOCATION:
3615 & 3697 N. State Hwy H/Glenstone Ave.

ACRES:
Approximately 7.8 acres

EXISTING LAND USE:
Temporary/seasonal vendors and single-family residences

APPLICANT:
James Peacock

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve the request to annex the subject property into the City of Springfield as submitted in the staff report

SUMMARY OF REQUEST:

Request to annex approximately 6.3 acres of private property and 1.5 acres of MoDOT right-of-way into the City of Springfield.

FINDINGS FOR STAFF RECOMMENDATION:

1. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
2. The area to be annexed is contiguous to the City of Springfield and all City services can be provided to the property.
3. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation because this annexation will enhance government efficiencies through a rational and simplified city boundary.
4. The City will receive sales and property tax revenue upon annexation of this property.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County C-1	PD 80, 1 st Am.	PD and County R-1	County R-1
LAND USE	Adult daycare facility uses	Bank and church uses	Church and vacant/undeveloped land uses	Church uses

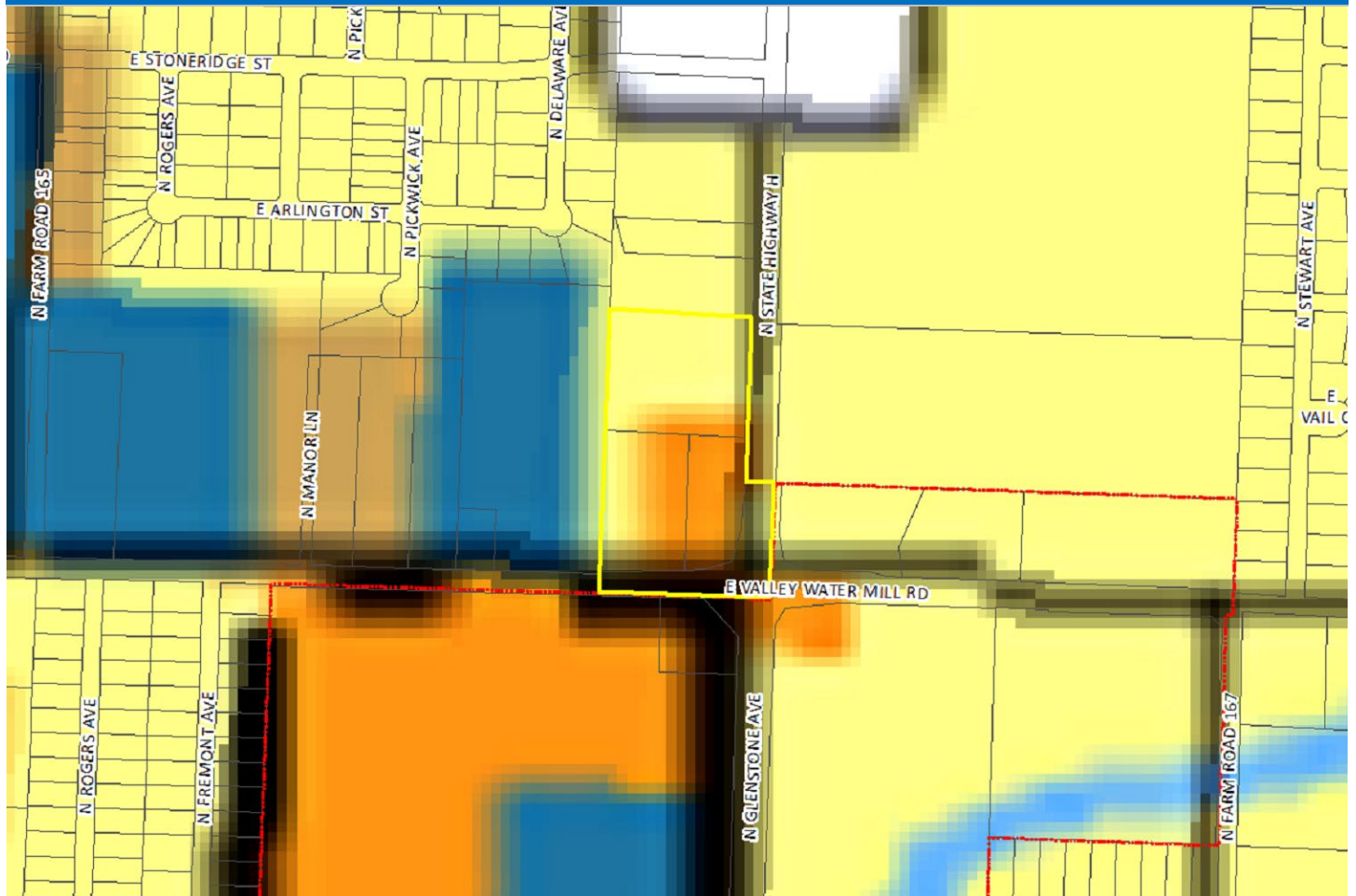
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:

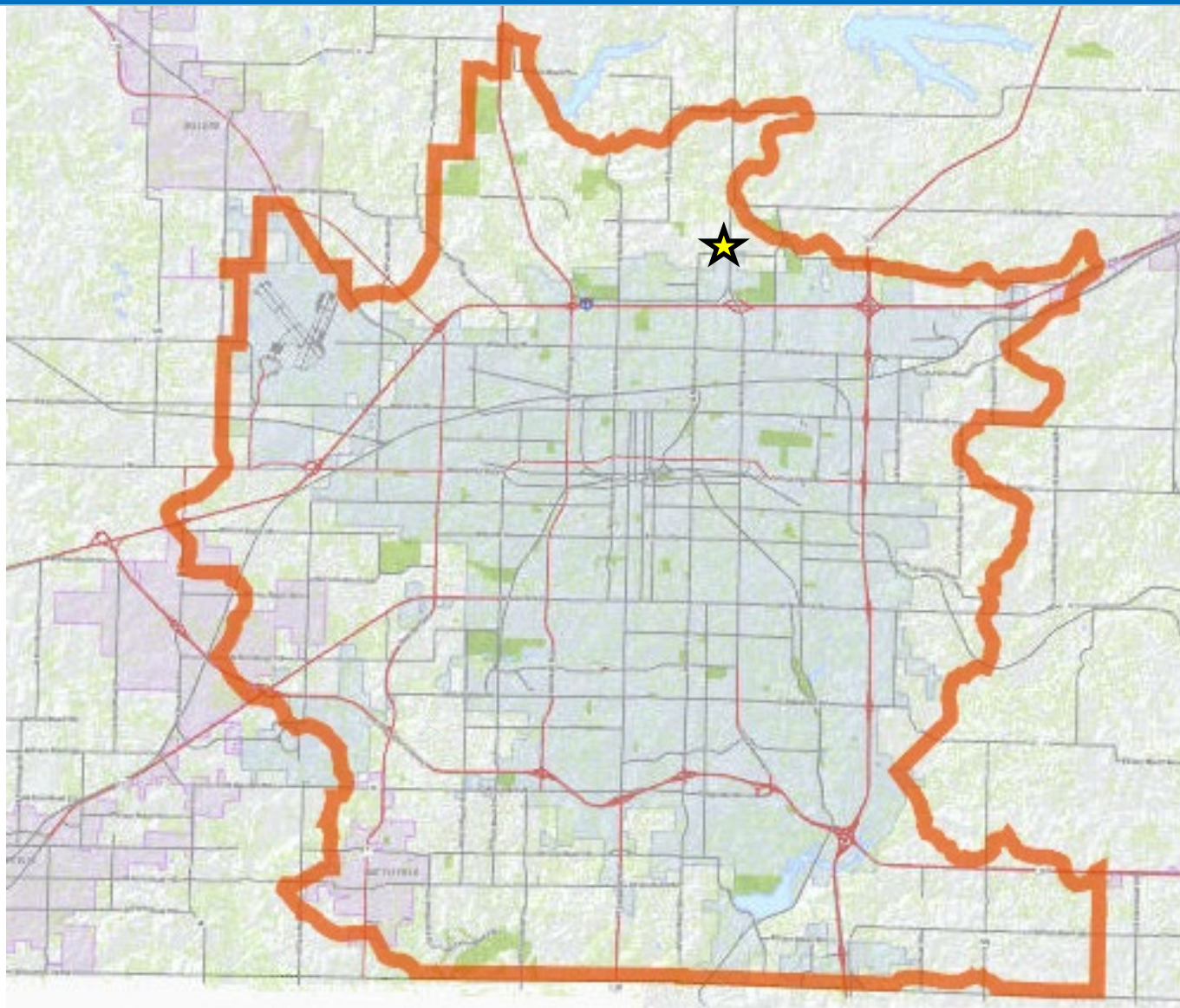


- Low-Density Housing
- Medium or High Density Housing
- Medium Intensity Retail, Office or Housing
- High Intensity Retail, Office or Housing
- Greater Downtown
- Business Park
- Light Industrial, Office and Office-Warehouse

- 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

URBAN SERVICE AREA:



PROPERTY HISTORY:

The subject property is currently outside the city limits in unincorporated Greene County. The subject property is currently zoned Greene County C-2, General Commercial District and R-1, Suburban Residence District. The applicant is proposing to rezone to GR, General Retail District with the proposed annexation.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the south portion of the subject property as appropriate for Medium Intensity Retail, Office or Housing and north portion of the subject property as appropriate for low-density housing. The *Plan* encourages commercial development to be located at the intersection of major streets. Glenstone Avenue is classified as a primary arterial and Valley Water Mill is a secondary arterial.

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* states that City annexations should enhance governmental efficiencies through rational and simplified City boundaries and reduce any potential inter-jurisdictional conflict.

STAFF COMMENTS:

1. The applicant is proposing to annex approximately 6.3 acres of private property and 1.5 acres of MoDOT right-of-way into the City of Springfield. The property is also concurrently being processed with a rezoning from County C-2, General Commercial District and County R-1, Suburban Residence District to GR, General Retail District and will have a public hearing at the same City Council meeting. The applicant is proposing to construct a new retail establishment.
2. The area to be annexed is within the City's Urban Service Area and is consistent with its policies.
3. Annexation of this area is reasonable and necessary to the proper development of the area by providing additional commercial development opportunities in an under-served area.
4. The City of Springfield has the ability to furnish normal municipal services to this area within a reasonable time frame.
5. The proposed annexation area is contiguous and compact to the existing city limits.
6. The proposed annexation and rezoning will allow the subject property to be developed similarly to adjacent properties in the City.
7. The proposed annexation does not contain a floodplain or stream buffer area.
8. The proposed annexation will include public right-of-way and MoDOT supports the request to annex it.
9. The private property is currently served by the Ebenezer Fire Protection District.
10. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1. The legal description of the private property involved in this annexation is attached as Exhibit A.

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. For the rezoning, the property was posted by the applicant at least 10 days prior to the public hearing. For the rezoning, 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: 10 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with annexation/rezoning. Electric/Gas/Water is available to serve the property.

CLEAN WATER SERVICES COMMENTS:

1. Public sewer is not available to these tracts. Public sewer will need to be extended which will require public improvement plans designed and constructed according to city design standards. The nearest down slope sewer is south of 3555 N Glenstone. Any required public improvements would have to be completed and accepted prior issuance of building permit. Engineering and inspection fees of 5.34% of the approved contract amount would be required to file the approved plans.
2. Any sewer to be constructed in MoDOT R/W would require their approval. Crossing MoDOT R/W will most likely require boring.
3. Escrow of offsite sewer would probably not be allowed due to the complexity of the sewer.

E-911 COMMENTS:

No comments.

ECONOMIC DEVELOPMENT COMMENTS:

No significant economic impact is anticipated with this request; however, additional City sales and property tax will be collected if property is rezoned and developed as proposed.

FIRE DEPARTMENT COMMENTS:

1. **Service** – The primary Fire Station responding to this area would be Station #4 located at 2423 N. Delaware 65803, which is approximately 1.9 drive miles from the south-east corner of the property. Fire Station #2 located at 608 W Commercial 65803, is the secondary station responding to this location, which is 4.3 drive miles from the south-east corner of the property.
2. **ISO area** – The proposed annexation is currently at the extreme edge of the recommended ISO 1.5 mile (ISO diamond) for the 1st due unit. ***This will not have a significant impact on our ISO rating.***

3. **Response times/Standards of Cover** – Estimated response time was calculated mathematically with an assumed travel speed of 45 miles per hour by the fire apparatus. The 1st due company has an estimated total response time of 4 minutes, 52 seconds. The 2nd due company has an estimated total response time of 8 minutes, 4 seconds. It is probable the standard of coverage benchmark could be met for single company responses and likely the benchmark could be met for a full 1st alarm response which requires 3 engines, 2 Trucks, 1 Rescue and 1 Battalion Chief to arrive on scene within 11 minutes and 24 seconds. *The department expects that it will be able to meet the initial unit baseline and benchmark, and probable it will meet the baseline and benchmark for the effective response force. This will not impact our accreditation.*

		Estimated Total Response Time	Benchmark*	Baseline**
1 st Due Company	Station 4	4 min 52 sec	6 minutes 20 seconds	8 minutes 13 seconds
Total Effective Response Force	Stations 4, 2, 5, and 1	10 min 12 sec	10 minutes 20 seconds	13 minutes 18 seconds

4. **Water Supply** – Currently there is adequate water supply to service the proposed area to be annexed. There are currently 3 fire hydrants located adjacent to the site. Depending upon the development, more may be required to be installed. *The Fire Department does not have any concerns with the water supply for this proposed annexation.*
5. **Impact** - The Fire Department is unable to estimate the call activity after development occurs because the type of development is unknown but is expected to be low under its current zoning. *The Fire Department does not have any concerns with the operational impact to the department or the City of Springfield.*

Fire Department Recommendation: *Based upon all of the relevant factors, the Fire Department is supportive of this annexation.*

GREENE COUNTY HIGHWAY DEPARTMENT COMMENTS:

The right-of-way to be annexed is entirely within MoDOT jurisdiction.

MODOT COMMENTS:

Work with Zeke Hall (417-829-8035) on go thru the annexation process and getting it approved.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Valley Water Mill as a Secondary Arterial roadway. The standard right-of-way width for E. Valley Water Mill is 35 feet from the centerline. It appears approximately three feet of additional right-of-way needs to be acquired along a portion of the property frontage of E. Valley Water Mill. A survey is recommended to determine the exact amount of existing right-of-way. E. Valley Water Mill is currently under Greene County jurisdiction. Only a portion of E Valley Water Mill is part of this annexation. Highway H (Glenstone Avenue) is currently under MoDOT jurisdiction and will remain under MoDOT jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for this section of E. Valley Water Mill. On-street parking is not allowed along E. Valley Water Mill.

DRIVEWAY ACCESS

There is currently one driveway access point to the property from E. Valley Water Mill. Any new proposed driveway approaches must meet current minimum spacing requirements.

SIDEWALK

There is not currently sidewalk along the entire length of the property frontage of E. Valley Water Mill. Sidewalk is required to be constructed along the entire length of the property frontage (where it is not currently existing) as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no bus stops or trails in the area. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

The property is split into two existing uses. The southern portion is zoned Commercial in the county and the northern portion is zoned Residential-Single Family. The rezoning of both parcels to General Retail in the City will trigger a Traffic Impact Study (TIS). The TIS will determine if any improvements are needed to Highway H (Glenstone) or E. Valley Water Mill. The TIS can be completed prior to staff approval of the rezoning based on the highest most intense use of the property or written into a conditional overlay to defer the TIS until the property develops. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday as well as an increase of more than 100 additional trips in the PM Peak, as can be seen below in Table 1.

TRAFFIC - TABLE 1: ANNEXATION DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	E Valley Water Mill	Secondary Arterial	No	32	35
		AM Peak	PM Peak	Weekday	Weekend
	Existing Trips Generated (Vacant)	0	0	0	0
	*Proposed Trips Generated	38.04	212.39	2130.24	N/A
	Additional Trips Generated	38.04	212.39	2130.24	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 South Dry Sac 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	South Dry Sac
Is property located in Floodplain?	No
Is property located on a sinkhole?	Yes
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
ANNEXATION SCHEDULE

ANNEXATION:

Initiate annexation.....	November 18, 2019
City Council public hearing	January 13, 2020
City Council second reading and vote	January 27, 2020

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 01-07-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 003

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 6.30 acres of
3 property generally located at 3615 and 3697 North State Highway
4 H/Glenstone Avenue from County R-1, Suburban Residence District and
5 C-2, General Commercial District to GR, General Retail District;
6 establishing Conditional Overlay District No. 182; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning Commission
8 both recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 3615 and 3697 North State Highway H/Glenstone Avenue from
13 County R-1, Suburban Residence District and C-2, General Commercial District to GR,
14 General Retail District with Conditional Overlay District No. 182; and
15

16 WHEREAS, Conditional Overlay District No. 182 shall modify the requirements
17 of the Springfield Land Development Code Section 36-421, GR, General Retail District,
18 by requiring that the property described in "Exhibit B" comply with the requirements
19 described in "Exhibit A;" and
20

21 WHEREAS, following proper notice, a public hearing was held before the
22 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
23 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
24 and said Commission made its recommendation; and
25

26 WHEREAS, the City has reviewed the applicant's request and prepared a staff
27 report concerning the application which is attached hereto and incorporated herein by
28 this reference as "Exhibit D;" and
29

30 WHEREAS, proper notice was given of a public hearing before City Council, and
31 said hearing was held in accordance with law.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The property described in "Exhibit B," which is attached hereto and
37 incorporated herein by this reference, is hereby rezoned from County R-1, Suburban
38 Residence District and C-2, General Commercial District to GR, General Retail District,
39 with Conditional Overlay District No. 182. Springfield Land Development Code, Section
40 36-306, 'Official zoning map and rules for interpretation,' is hereby amended, changed
41 and modified consistent with this Ordinance.

42
43 Section 2 – City Council hereby establishes Conditional Overlay District No. 182
44 which shall contain the requirements and standards provided on "Exhibit A," which is
45 attached hereto and incorporated herein by this reference as though set forth herein.
46 The requirements of Conditional Overlay District No. 182 shall modify the requirements
47 of the Springfield Land Development Code Section 36-421, General Retail District, by
48 requiring the property described on "Exhibit B" comply with the requirements contained
49 in "Exhibit A."

50
51 Section 3 – City Council hereby directs the City Manager, or designee, to update
52 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
53 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
54 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
55 rules of interpretation.'

56
57 Section 4 – The Official Zoning Map herein adopted shall be maintained and
58 archived in the same digital form in which this Council has approved its adoption.

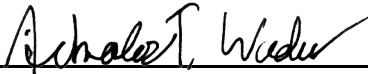
59
60 Section 5 – This Ordinance shall be in full force and effect from and after
61 passage.

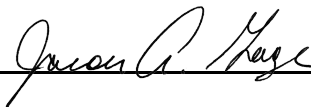
62
63 Passed at meeting: _____

64
65 _____
66 Mayor

67
68 Attest: _____, City Clerk

69
70
71 Filed as Ordinance: _____

72
73
74 Approved as to form: , Assistant City Attorney

75
76
77 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020 -003

FILED: 01-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 6.30 acres of property generally located at 3615 and 3697 North State Highway H/Glenstone Avenue from County R-1, Suburban Residence District and C-2, General Commercial District to GR, General Retail and establish Conditional Overlay District No. 182. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-22-2019/ CONDITIONAL OVERLAY DISTRICT NO. 182

The applicant is proposing to rezone approximately 6.30 acres of property generally located at 3615 and 3697 North State Highway H/Glenstone Avenue from County R-1, Suburban Residence District and C-2, General Commercial District to GR, General Retail and establish Conditional Overlay District No. 182. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting.

The Conditional Overlay District requires a Traffic Impact Study be submitted at the time of development with certain conditions defined in "Exhibit A."

REMARKS:

The Planning and Zoning Commission held a public hearing on December 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 Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the subject property as appropriate for Medium-Intensity Retail, Office or Housing and north portion of the subject property as appropriate for low-density housing. The *Plan* recommends the GR district for the Medium-Intensity Retail, Office or Housing land use category. The property to the north is zoned County C-1, Neighborhood Commercial District.

2. The GR district is consistent with the *Plan* which encourages commercial development to be located at the intersection of major streets. Glenstone Avenue is classified as a primary arterial and Valley Water Mill is a secondary arterial.
3. The GR district is consistent with the other properties located at the Glenstone and Valley Water Mill intersection. The Southeast corner of the intersection is zoned GR and the Northeast and Southwest corners are zoned Planned Development No. 303 and Planned 80 amendment 1, respectively, which allow for commercial and retail uses.

Submitted by:

Michael Sparlin
Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith
Mary Lilly Smith, Director

Approved by:

Jason A. Gage
Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood Meeting Summary

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-22-2019 & CONDITIONAL OVERLAY DISTRICT NO. 182

The requirements of *Section 36-421* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic impact study shall be prepared at the time of development if the proposed development generates more than one thousand (1,000) daily trip ends or more than 100 trip ends in the AM or PM peak hours. The traffic impact study, if required, must be submitted prior to the issuance of a building permit and any improvements to the public street must be designed and either built or escrowed prior to the issuance of the building permit.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-22-2019 & CONDITIONAL OVERLAY DISTRICT NO. 182

ALL OF THE SOUTH 125½ FEET OF THE NORTH 200 FEET OF : BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF (W½) OF LOT FIVE (5) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 6, TOWNSHIP 29, RANGE 21; THENCE NORTH 600 FEET; THENCE WEST 435.6 FEET; THENCE SOUTH 600 FEET; THENCE EAST TO THE POINT OF BEGINNING, EXCEPT THE EAST 30 FEET, ALL IN GREENE COUNTY, MISSOURI.

AND

ALL OF THE NORTH 74½ FEET OF: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF (W½) OF LOT FIVE (5) OF THE NORTHEAST QUARTER (NE¼) OF SECTION SIX (6), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); RUNNING, THENCE NORTH 600 FEET; THENCE WEST 435.6 FEET; THENCE SOUTH SIX HUNDRED (600) FEET; THENCE EAST TO THE BEGINNING, EXCEPT ANY PART USED FOR ROADS, ALL IN GREENE COUNTY, MISSOURI.

AND

ALL BEGINNING THIRTY (30) FEET WEST AND 741.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST ONE-HALF (W½) OF LOT FIVE (5) OF THE NORTHEAST QUARTER (NE¼) OF SECTION SIX (6), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE WEST 405.6 FEET; THENCE NORTH ONE HUNDRED THIRTY-THREE (133) FEET; THENCE EAST 405.6 FEET; THENCE SOUTH ONE HUNDRED THIRTY-THREE (133) FEET TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT 2:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 5 OF THE NORTHEAST QUARTER OF SECTION SIX (6), TOWNSHIP TWENTY-NINE (29) OF RANGE TWENTY-ONE (21), RUNNING NORTH 600 FEET; THENCE WEST 435.6 FEET; THENCE SOUTH 600 FEET; THENCE EAST TO THE POINT OF BEGINNING, EXCEPT THE NORTH 200 FEET THEREOF; AND EXCEPT ANY PART THEREOF USED FOR ROAD PURPOSES; AND ALSO EXCEPT THE EAST 174.25 FEET THEREOF IN GREENE COUNTY, MISSOURI.

TRACT 3:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF LOT FIVE (5) OF THE NORTHEAST QUARTER OF SECTION SIX (6), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE RUNNING NORTH 400 FEET; THENCE WEST 174.24 FEET; THENCE SOUTH 400 FEET; THENCE EAST 174.24 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF USED FOR ROAD PURPOSES, ALL IN GREENE COUNTY, MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-22-2019 & CONDITIONAL OVERLAY DISTRICT NO. 182
Planning and Zoning Commission – December 12, 2019

Z-22-2019 w/COD #182

3615 & 3697 North State Highway H/Glenstone Avenue

Applicant: James Peacock

Mr. Hosmer stated that this is a request to rezone approximately 6.30 acres of property generally located at 3615 & 3697 North State Highway H/Glenstone Avenue from County R-1, Suburban Residence District and C-2, General Commercial District to GR, General Retail with Conditional Overlay District 182. The Comprehensive Plan identifies the south portion of the subject property as appropriate for Medium-Intensity Retail, Office or Housing and the northern portion of the subject property as appropriate for Low-Density housing. GR is consistent with the Plan which encourages commercial development to be located at the intersection of major streets. The Major Thoroughfare Plan classifies Glenstone Avenue as a primary arterial and Valley Water Mill as a secondary arterial. The subject property is in Greene Co. and will be considered for annexation at the January 13, 2020 City Council meeting. A Traffic Impact Study will be required. A fee in lieu of on-site stormwater detention will not be allowed, and detention will be required. Staff is requesting to amend the request to include a Conditional Overlay District to include the following language:

A traffic impact study shall be prepared at the time of development if the proposed development generates more than one thousand (1,000) daily trip ends or more than 100 trip ends in the AM or PM peak hours. The traffic impact study, if required, must be submitted prior to the issuance of a building permit and any improvements to the public street must be designed and either built or escrowed prior to the issuance of the building permit. Motion to amend. Staff recommends approval.

Mr. Coltrin opened the public hearing.

Michael White, 222 Old Town Road, Billings, representative for the owner and is aware of the need for a Conditional Overlay District (COD). Nine people attended the neighborhood meeting ask for us to plant evergreens along the west side and we are not opposed to that.

Mr. Coltrin closed the public hearing.

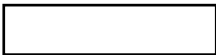
COMMISSION ACTION:

Ms. Cox motioned to **approve** Z-22-2019 w/COD #182 as amended to add a Conditional Overlay District (COD) for traffic study (3615 & 3697 North State Highway H/Glenstone Avenue). Mr. Rose seconded the motion. Ayes: Coltrin, Ogilvy, Shuler,

Broekhoven, Cox, Rose, and Jobe. Nays: None. Abstain: None. Absent: Doennig and Thomas.

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

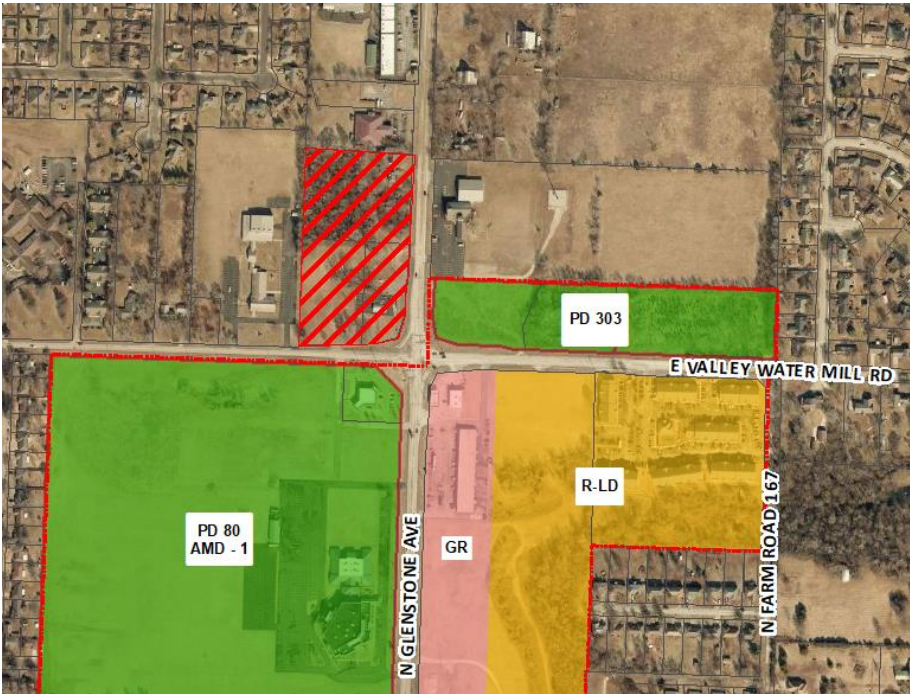
Bob Hosmer, AICP
Planning Manager



PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING:

JANUARY 13, 2020



CASE NUMBER:

Z-22-2019 w/ COD No. 182

PROJECT LOCATION: 3615 & 3697

North State Highway H/Glenstone Avenue

ACRES: 6.3 acres

EXISTING LAND USE: Seasonal retail sales, single-family residence

APPLICANT: James Peacock

STAFF:

Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Z-22-2019 w/ COD No. 182 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 6.30 acres of property generally located at 3615 & 3697 North State Highway H/Glenstone Avenue from County R-1, Suburban Residence District and C-2, General Commercial District to GR, General Retail and establish Conditional Overlay District No. 182.

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the subject property as appropriate for Medium-Intensity Retail, Office or Housing and north portion of the subject property as appropriate for low-density housing. The *Plan* recommends the GR district for the Medium-Intensity Retail, Office or Housing land use category. The property to the north is zoned County C-1, Neighborhood Commercial District.
2. The GR district is consistent with the *Plan* which encourages commercial development to be located at the intersection of major streets. Glenstone Avenue is classified as a primary arterial and Valley Water Mill is a secondary arterial.
3. The GR district is consistent with the other properties located at the Glenstone and Valley Water Mill intersection. The Southeast corner of the intersection is zoned GR and the Northeast and Southwest corners are zoned Planned Development No. 303 and Planned 80 amendment 1, respectively, which allow for commercial and retail uses.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	C-1	PD 80 amd 1	PD 303, County PAD 1801	R-1

LAND USE	Adult daycare	Bank, Church	Undeveloped land, Church	Church
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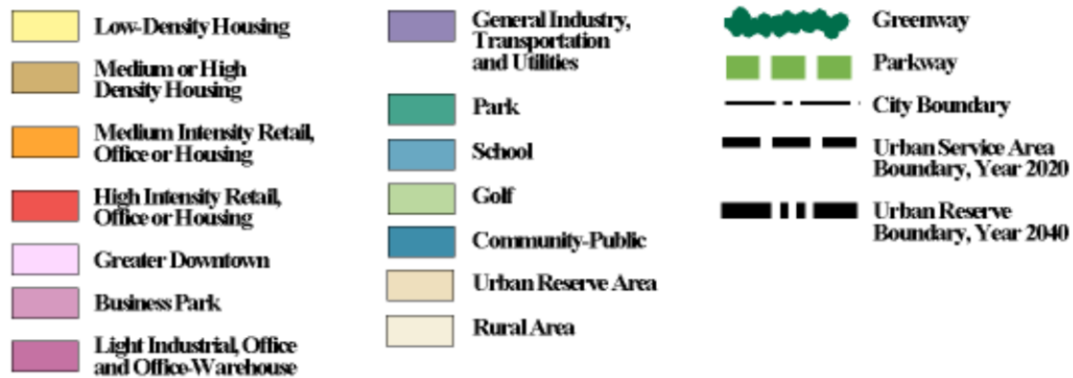
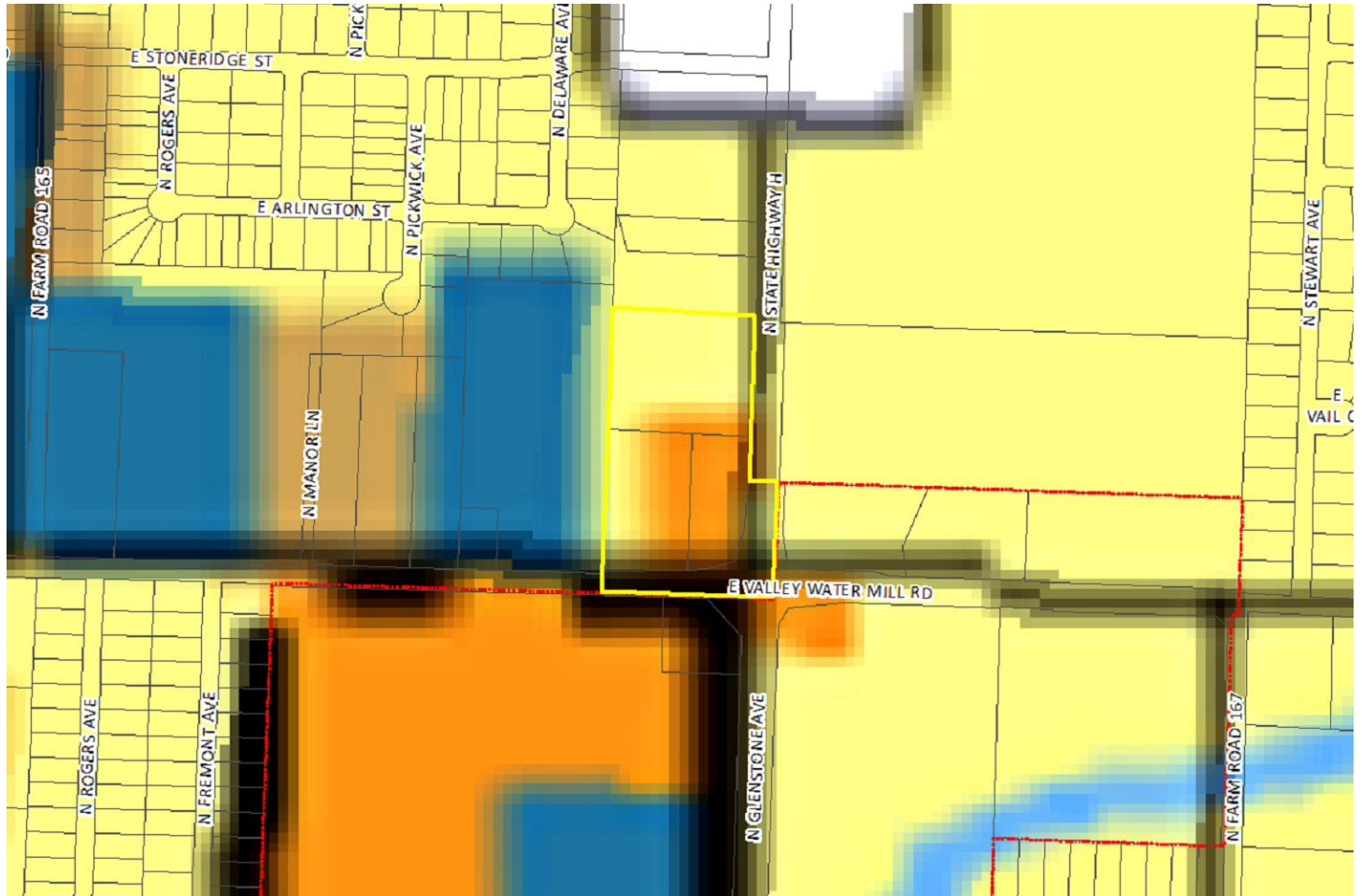
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:

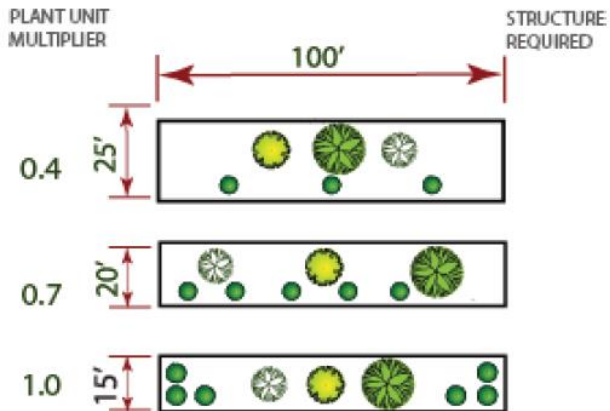
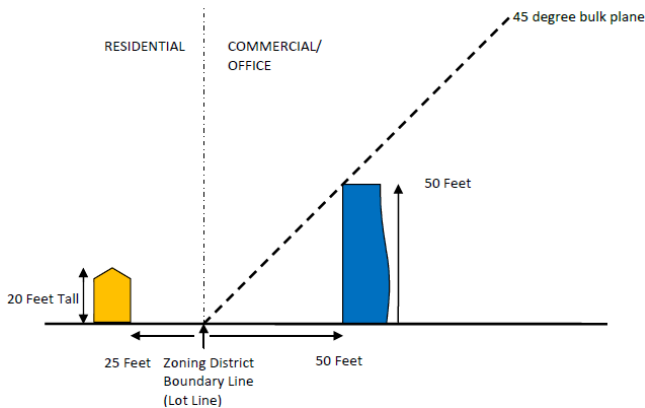


PROPERTY HISTORY:

The subject property is currently located outside City limits. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meetings.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
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	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
30-degree bulk plane is required adjacent to R-SF zoning.	A bufferyard type F required along the west property line adjacent to County R-1 zoning.



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the south portion of the subject property as appropriate for Medium Intensity Retail, Office or Housing and north portion of the subject property as appropriate for low-density housing. The *Plan* encourages commercial development to be located at the intersection of major streets. Glenstone Avenue is classified as a primary arterial and Valley Water Mill is a secondary arterial.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 6.30 acres of property generally located at 3615 & 3697 North State Highway H/Glenstone Avenue from County R-1, Suburban Residence District and C-2, General Commercial District to GR, General Retail and establish Conditional Overlay District No. 182. The rezoning is being processed concurrently with an annexation and will have a public hearing at the same City Council meeting.
2. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the south portion of the subject property as appropriate for Medium-Intensity Retail, Office or Housing and north portion of the subject property as appropriate for low-density housing. The *Plan* recommends the GR district for the Medium-Intensity Retail, Office or Housing land use category. The property to the north is zoned County C-1, Neighborhood Commercial District.

-
3. The GR district is consistent with the *Plan* which encourages commercial development to be located at the intersection of major streets. Glenstone Avenue is classified as a primary arterial and Valley Water Mill is a secondary arterial.
 4. The GR district is consistent with the other properties located at the Glenstone and Valley Water Mill intersection. The Southeast corner of the intersection is zoned GR and the Northeast and Southwest corners are zoned Planned Development No. 303 and Planned 80 amendment 1, respectively, which allow for commercial and retail uses.
 5. The GR district is intended for uses that provide community-wide personal and business services, shopping centers and specialty shops. Commercial uses permitted in this district are generally required to conduct business activities indoors. The need for community-wide accessibility dictates that this district be located along or at the intersection of two or more arterial or higher classification streets.
 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 November 21, 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: 10	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 however we have the following Critical issues:

1. Public sewer is not available to these tracts. Public sewer will need to be extended which will require public improvement plans. The sanitary sewer public improvements would have to be completed and accepted prior to issuance of building permit. Engineering and inspection fees of 5.34% of the approved contract amount would be required to file the approved plans.
2. Escrow of offsite sewer would not be allowed because the offsite sewer extension which may include a road bore.
3. The properties are in the county and would have to annex or file a consent to annexation before connecting to public sewer.

TRAFFIC COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Valley Water Mill as a Secondary Arterial roadway. The standard right-of-way width for E. Valley Water Mill is 35 feet from the centerline. It appears approximately three feet of additional right-of-way needs to be acquired along a portion of the property frontage of E. Valley Water Mill. A survey is recommended to determine the exact amount of existing right-of-way. E. Valley Water Mill is currently under Greene County jurisdiction. Only a portion of E Valley Water Mill is part of this annexation. Highway H (Glenstone Avenue) is currently under MoDOT jurisdiction and will remain under MoDOT jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for this section of E. Valley Water Mill. On-street parking is not allowed along E. Valley Water Mill.

DRIVEWAY ACCESS

There is currently one driveway access point to the property from E. Valley Water Mill. Any new proposed driveway approaches must meet current minimum spacing requirements.

SIDEWALK

There is not currently sidewalk along the entire length of the property frontage of E. Valley Water Mill. Sidewalk is required to be constructed along the entire length of the property frontage (where it is not currently existing) as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no bus stops or trails in the area. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

The property is split into two existing uses. The southern portion is zoned Commercial in the county and the northern portion is zoned Residential-Single Family. The rezoning of both parcels to General Retail in the City will trigger a Traffic Impact Study (TIS). The TIS will determine if any improvements are needed to Highway H (Glenstone) or E. Valley Water Mill. The TIS can be completed prior to staff approval of the rezoning based on the highest most intense use of the property or written into a conditional overlay to defer the TIS until the property develops. The requirement of the TIS is due to an increase of more than 1,000 additional trips during a weekday as well as an increase of more than 100 additional trips in the PM Peak, as can be seen below in Table 1.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Stre et 1	W. Valley Water Mill	Secondary Arterial	No	32	35
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated (Vacant)		0	0	0	0
*Proposed Trips Generated		38	212	2130	N/A
Additional Trips Generated		38	212	2130	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 South Dry Sac 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 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	South Dry Sac
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.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-22-2019 & CONDITIONAL OVERLAY DISTRICT NO. 182

The requirements of *Section 36-421* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. A traffic impact study shall be prepared at the time of development if the proposed development generates more than one thousand (1,000) daily trip ends or more than 100 trip ends in the AM or PM peak hours. The traffic impact study, if required, must be submitted prior to the issuance of a building permit and any improvements to the public street must be designed and either built or escrowed prior to the issuance of the building permit.
-

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: R-1 & C-2 (County) to GR - General Retail
(existing zoning) (proposed zoning)
2. Meeting Date & Time: November 21, 2019, 4:00 pm to 6:30 pm
3. Meeting Location: Praise Assembly Church
4. Number of invitations that were sent: 55
5. How the mailing list was generated: City Staff
6. Number of neighbors in attendance (attach a sign-in sheet): 9
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).

Comments were positive. Four people did ask if we would put evergreen trees along the property for added sound barrier.

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

We are not opposed to planting evergreen type trees along the West side of the property. There is an existing tree covered area on the the North, so no need for additional trees there.

I, Michael White (print name), attest that the neighborhood meeting was held on 11/21/19 (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."



Signature of person completing affidavit

Michael White
Printed name of person completing affidavit

Neighborhood Meeting - November 21, 2019

	Name	Address	Comments	YES	NO
1	ALAN BEAUCHAMP	3535 N. GLENSTONE	"FOR IT!"	✓	
2	Caleb Burch	3117 E. Jewell St		✓	
3	Elizabeth Arner	1824 E Burntwood		✓	
4	Dee Smith	3751 N Delaware			
5	Jerry Rhodes	3817 N Shawnee	→		
6	MICHAEL D MOORE	1516 E. ARLINGTON ST	REQUEST THICK EVERGREEN TREE LINE FOR		
7	BEVERLEY A. MOORE	" " "	SIGHT AND SOUND BARRIER - THANKS		
8	BRAD SMITH	3751 N. DELAWARE	↑		
9	Rebecca Gutschow	1480 E PARKS CT			
10					
11					
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25					

One-rdg. _____
P. Hrngs. X
Pgs. 24
Filed: 01-07-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 004

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 17 acres of
3 property generally located at 3525 East Battlefield Road from Planned
4 Development No. 226 to GR, General Retail District; establishing
5 Conditional Overlay District No. 180; and adopting an updated Official
6 Zoning Map. (Staff and Planning and Zoning Commission both
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 3525 East Battlefield Road, and more fully described in "Exhibit B,"
12 from Planned Development No. 226 to GR, General Retail District with Conditional
13 Overlay District No. 180; and
14

15 WHEREAS, Conditional Overlay District No. 180 shall modify the requirements of
16 the Springfield Land Development Code Section 36-421, GR, General Retail District, by
17 requiring that the property described in "Exhibit A" comply with the requirements
18 described in "Exhibit B;" and
19

20 WHEREAS, following proper notice, a public hearing was held before the
21 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
23 and said Commission made its recommendation; and
24

25 WHEREAS, the City has reviewed the applicant's request and prepared a staff
26 report concerning the application which is attached hereto and incorporated herein by
27 this reference as "Exhibit D;" and
28

29 WHEREAS, proper notice was given of a public hearing before City Council, and
30 said hearing was held in accordance with law.
31

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

34
35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from Planned Development
37 No. 226, or such zoning district as is designated on the official zoning map adopted by
38 City Council, to GR, General Retail District, with Conditional Overlay District No. 180.
39 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
40 interpretation,' is hereby amended, changed and modified consistent with this
41 Ordinance.

42
43 Section 2 – City Council hereby establishes Conditional Overlay District No. 180
44 which shall contain the requirements and standards provided on "Exhibit A," which is
45 attached hereto and incorporated herein by this reference as though set forth herein.
46 The requirements of Conditional Overlay District No. 180 shall modify the requirements
47 of the Springfield Land Development Code Section 36-421, General Retail District, by
48 requiring the property described on "Exhibit B" comply with the requirements contained
49 in "Exhibit A."

50
51 Section 3 – City Council hereby directs the City Manager, or designee, to update
52 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
53 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
54 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
55 rules of interpretation.'

56
57 Section 4 – The Official Zoning Map herein adopted shall be maintained and
58 archived in the same digital form in which this Council has approved its adoption.

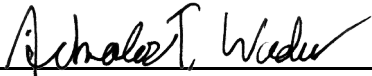
59
60 Section 5 – This Ordinance shall be in full force and effect from and after
61 passage.

62
63 Passed at meeting: _____

64
65 _____
66 Mayor

67
68 Attest: _____, City Clerk

69
70
71 Filed as Ordinance: _____

72
73
74 Approved as to form: , Assistant City Attorney

75
76
77 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020 -004

FILED: 01-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 17 acres of property generally located at 3525 East Battlefield Road from Planned Development No. 226 to GR, General Retail District and establishing Conditional Overlay District No. 180; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-23-2019

The applicant, McLean Enterprises, is proposing to rezone approximately 17 acres of property generally located at 3525 East Battlefield Road from Planned Development No. 226 to GR, General Retail District and establishing Conditional Overlay District No. 180. The applicant has not confirmed an exact tenant mix at this time but has indicated it will likely involve office uses with light retail sales. The Conditional Overlay District will prohibit 24-hour automobile service stations with convenience stores from locating on this property.

REMARKS:

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

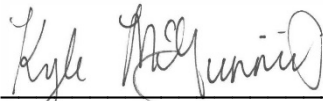
The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Offices or Housing. The request to rezone the property to GR is therefore supported by the *Plan*. Per Section 36-421 of the *Zoning Ordinance*, properties zoned GR are intended to be used for community-wide personal and business services, shopping centers and specialty shops, generally located indoors. Due to their community-wide accessibility, GR districts are best suited at the intersection of two or more arterial or higher classification streets. The subject property fronts both Battlefield Road, a primary arterial, and U.S. Highway 65, a freeway, with close access to Woodstock Avenue, a collector roadway. The subject property is therefore suitable for the zoning district proposed.

2. The proposed Conditional Overlay District No. 180 would limit the use of the site by prohibiting 24-hour automobile service stations with convenience stores. The *Zoning Ordinance* defines automobile service stations, generally, as buildings or premises where the retail dispensing or sale of vehicular fuels occurs. Automotive-oriented uses located in the GR district typically require a Conditional Use Permit.
3. Approval of this application will allow for development of this property; however, some public services and infrastructure are not yet available to this site. Please refer to Exhibit C for department comments regarding these details.

Submitted by:



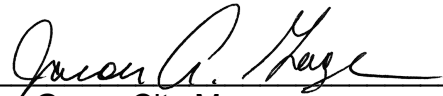
Kyle McGinnis, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

- Exhibit A, Legal Description
- Exhibit B, Conditional Overlay District Provisions
- Exhibit C, Record of Proceedings
- Exhibit D, Development Review Staff Report

ATTACHMENTS:

- Attachment 1: Department Comments
- Attachment 2: Conditional Overlay District Provisions
- Attachment 3: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-23-2019

All that part of the West Half of Lot One of the Northwest Quarter of Section 3, Township 28 North, Range 21 West of the Fifth Principal Meridian, City of Springfield, Greene County, Missouri, being more particularly described as follows: BEGINNING at an existing iron pin at the Northwest corner of the West Half of Lot One of the Northwest Quarter of said Section 3; thence, South 01°12'01" West, along and with the East line of said West Half, a distance of 1221.52 feet to the intersection of said East line with the existing North right-of-way line of Battlefield Road; thence, Westerly, along and with said North line, the following four (4) courses:
North 87°02'08" West, a distance of 23.83 feet; thence, South 32°42'34" West, a distance of 40.31 feet; thence, South 78°37'36" West, a distance of 77.41 feet; thence, North 81°47'46" West, a distance of 301.88 feet;
to the East right-of-way line of U.S. Highway 65 (Schoolcraft Freeway); thence, Northerly, along and with said East line, the following seven (7) courses:
North 54°13'00" West, a distance of 75.92 feet; North 10°56'28" West, a distance of 802.15 feet; thence, North 18°24'23" East, a distance of 66.59 feet; thence, North 00°55'45" East, a distance of 20.00 feet; thence, North 24°02'06" West, a distance of 23.69 feet; thence, North 03°18'26" West, a distance of 135.37 feet; thence, North 00°55'45" East, a distance of 186.53 feet
to the intersection of said East line with the North line of the West Half of Lot One of the Northwest Quarter of said Section 3; thence, South 87°10'07" East, along and with said North line, a distance of 653.56 feet to the POINT OF BEGINNING, containing 17.02 acres, more or less, and being subject to easements, restrictions or rights-of-way, if any.

EXHIBIT B

Conditional Overlay District Provisions
Zoning Case Z-23-2019 & Conditional Overlay District No. 180

The requirements of *Section 36-421, General Retail District* of the *Land Development Codes*, shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. 24-hour automobile service stations with convenience stores shall be prohibited.
2. A Traffic Impact Study shall be prepared at the time of development for proposed Lots 1, 2, 3 and 4 of Magers Crossroads at 65 Subdivision. Any improvements required as part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.
3. A final plat of proposed Lots 1, 2, 3, and 4 or Magers Crossroads at 65 Subdivision, or tract certification, in full compliance with the Subdivision Regulations shall be approved and recorded before this rezoning shall become effective.

Exhibit C

RECORD OF PROCEEDINGS
ZONING CASE Z-23-2019
Planning and Zoning Commission – December 12, 2019

Z-23-2019 w/COD #180

3525 East Battlefield Road

Applicant: McLean Enterprises

Mr. Hosmer stated that this is a request to rezone approximately 17.07 acres of property generally located at 3525 East Battlefield Road from Planned Development No. 226 to a GR, General Retail District and establishing Conditional Overlay District No. 180. The Comprehensive Plan identifies this area as an appropriate for Medium Intensity Retail, Offices or Housing. The Planned Development permitted a variety of uses, many of which would remain permitted with the approval of this request, including, but not limited to: general office uses; medical office uses; personal service uses; and retail sale uses. The Major Thoroughfare Plan classifies Battlefield Road as a primary arterial, and U.S. Highway 65, as a freeway, and Woodstock Avenue as a collector roadway. A Traffic Impact Study will be required at the time of development to determine if additional improvements are required. A fee in lieu of on-site stormwater detention will not be allowed.

The proposed COD 180 will:

- Prohibited 24-hour automobile service stations with convenience stores.
- Require a Traffic Impact Study shall be prepared at the time of development for proposed Lots 1, 2, 3 and 4 of Magers Crossroads at 65 Subdivision. Any improvements required as part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.
- Require a final plat of proposed Lots 1, 2, 3, and 4 or Magers Crossroads at 65 Subdivision, or tract certification, in full compliance with the Subdivision Regulations shall be approved and recorded before this rezoning shall become effective.

Staff recommends approval.

Mr. Coltrin commented about removing convenience stores from the COD.

Mr. Coltrin opened the public hearing.

Derek Lee, 1200 E. Woodhurst, representing the owner, stating that during the neighborhood meeting that no gas stations or 24-hour conveniences stores be added and a Conditional Overlay District (COD) will be incorporated that limits gas stations.

Mr. Coltrin closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-23-2019 w/COD #180 (3525 East Battlefield Road).
Ms. Cox seconded the motion. Ayes: Coltrin, Ogilvy, Shuler, Broekhoven, Cox, Rose,
and Jobe. Nays: None. Abstain: None. Absent: Doennig and Thomas.

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

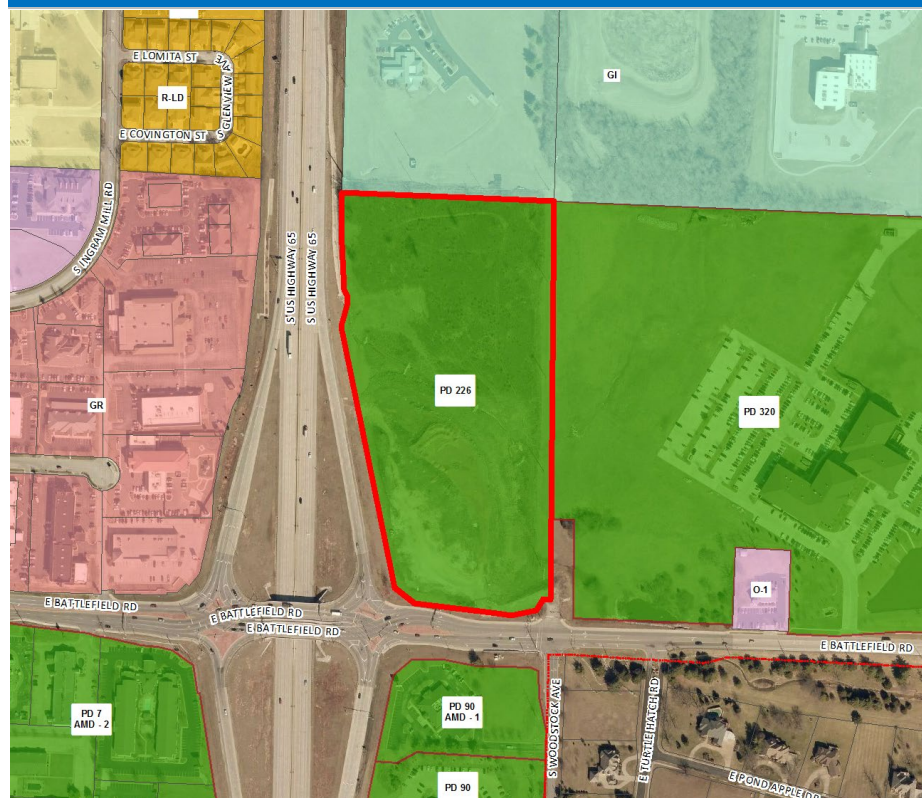
Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING: JANUARY 13, 2020



CASE NUMBER:

Z-23-2019 with Conditional Overlay No. 180

PROJECT LOCATION: 3525 E. Battlefield Road

ACRES: 17.07 acres

EXISTING LAND USE: Vacant

APPLICANT: McLean Enterprises

STAFF: Kyle McGinnis, Senior Planner
(417) 864-1615

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve with conditions Z-23-2019 with Conditional Overlay District No. 180 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 17.07 acres of property generally located at 3525 East Battlefield Road from Planned Development No. 226 to a GR, General Retail District and establishing Conditional Overlay District No. 180 to prohibit 24-hour automobile service stations with convenience stores.

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Offices or Housing. The request to rezone the property to GR is therefore supported by the *Plan*. Per Section 36-421 of the *Zoning Ordinance*, properties zoned GR are intended to be used for community-wide personal and business services, shopping centers and specialty shops, generally located indoors. Due to their community-wide accessibility, GR districts are best suited at the intersection of two or more arterial or higher classification streets. The subject property fronts both Battlefield Road, a primary arterial, and U.S. Highway 65, a freeway, with close access to Woodstock Avenue, a collector roadway. The subject property is therefore suitable for the zoning district proposed.
2. The proposed Conditional Overlay District No. 180 would limit the use of the site by prohibiting 24-hour automobile service stations with convenience stores. The *Zoning Ordinance* defines automobile service stations, generally, as buildings or premises where the retail dispensing or sale of vehicular fuels occurs. Automotive-oriented uses located in the GR district typically require a Conditional Use Permit.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GI	PD No. 90, 1 st Amendment	PD No. 320	GR
LAND USE	City Utilities Facility	General Retail Use	General Office Use	General Commercial Use

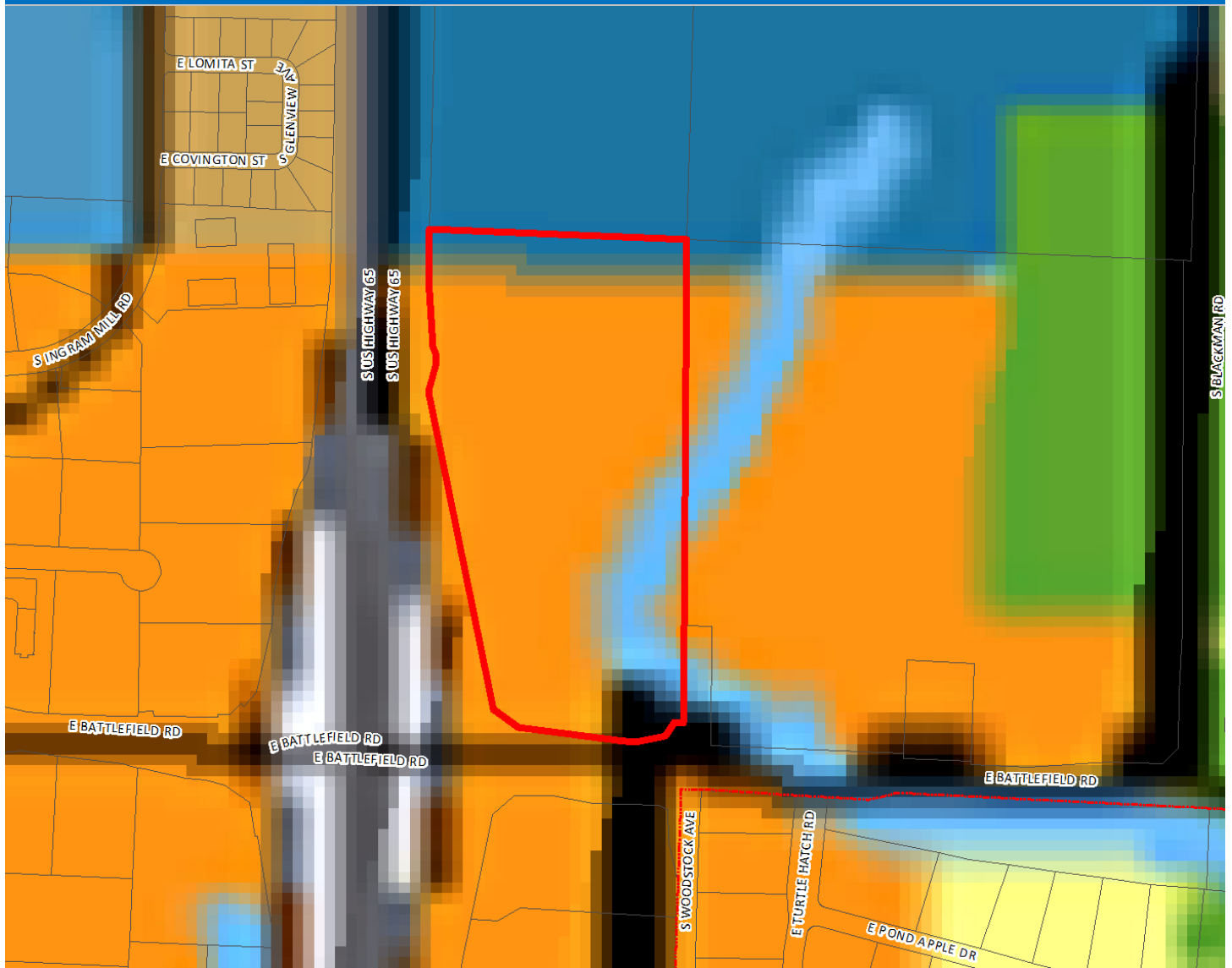
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



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

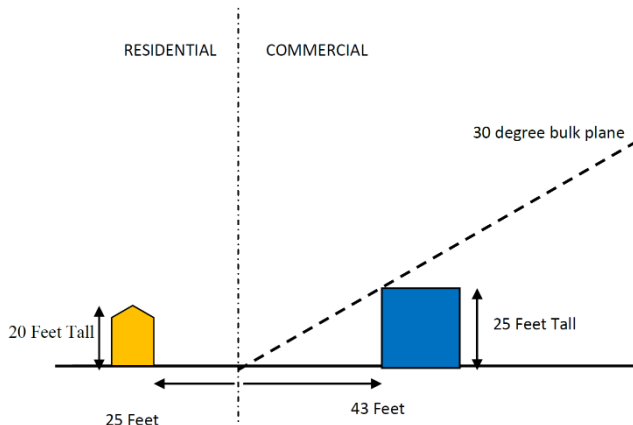
PROPERTY HISTORY:

The subject property was zoned to R-SF in a community-wide rezoning to the current *Zoning Ordinance* regulations in March 1995 (G.O. 4494) and was later rezoned to Planned Development No. 226 in March 1999 (G.O. 4874). This Planned Development permits a variety of uses, many of which would remain permitted with the approval of this request, including, but not limited to: general office uses; medical office uses; personal service uses; and retail sale uses. The Planned Development also limited businesses operating more than 20 hours a day to the western 250 feet of the property along U.S. Highway 65. The site has not experienced any development to date.

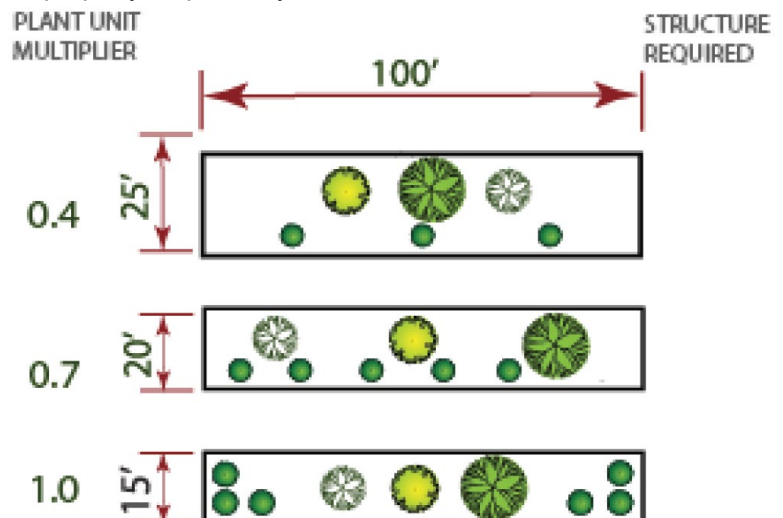
ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GR
Maximum Structure Height	None but for a maximum bulk plane of 30-degrees as measured from the boundary of any R-SF or R-TH districts (see below)
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
Building Setbacks	25 feet from E. Battlefield Road; 75 feet from right-of-way centerline of E. Battlefield Road; 150 feet from right-of-way centerline of U.S. Highway 65
BULK PLANE	BUFFERYARD AND LANDSCAPING

30 degrees where property adjoins an R-SF district. This bulk plane is not generally applicable to this site.



Type "B" is required along the property's east and north property lines where adjacent to Planned Development No. 320 and the GI property respectively.



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Offices or Housing. The request to rezone the property to GR is therefore supported by the *Plan* due to the district's community-wide focus, which lends itself to shopping centers and other forms of development not seen in the less intense LB, Limited Business District.

The property is located at the intersection of E. Battlefield Road and U.S. Highway 65, near S. Woodstock Avenue. The Transportation Plan classifies E. Battlefield Road and U.S. Highway 65 as a primary arterial and freeway, respectively. Both street classifications are appropriate for the zoning district proposed.

STAFF COMMENTS:

1. The applicant is proposing to rezone from Planned Development No. 226 to GR, General Retail District and establishing Conditional Overlay District No. 180. The proposed COD No. 180 will limit the use of the site by prohibiting 24-hour automobile service stations with convenience stores. This request only involves rezoning the land and is not accompanied by a site plan for development. When development does occur, the site will take access from E. Battlefield Road at the existing intersection of E. Battlefield Road and S. Woodstock Avenue.
2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Medium Intensity Retail, Offices or Housing. The request to rezone the property to GR is therefore supported by the *Plan* due to the district's community-wide focus, which lends itself to shopping centers and other forms of development not seen in the less intense LB, Limited Business District. As a result of this rezoning request, the subject property's zoning district will mirror that of the properties opposite this section of U.S. Highway 65.
3. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.
4. Approval of this application will allow for development of this property; however, some public services and infrastructure are not yet available to this site. Please refer to the department comments provided in Attachment 1 for further details.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on November 6, 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: 4	Returned: 0
--	-----------	-------------

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with the proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to rezoning; however, we do have the following comments:

1. Public sewer is not currently available to the site, so a public sewer extension will be required. Each lot must be served by gravity sewer. This will require public improvement plans designed to City specifications. Engineering and inspection fees amount to 5.34% of the approved contract amount must be paid prior to filing the plans.
2. Public improvements must be approved and completed before any building permits or plats can be issued or filed.
3. Sewer located off-site will not be able to be escrowed; because of this, it may help to separate the off-site sewer from the on-site public improvements. This will allow for the review and construction of the off-site sewer to proceed ahead of the on-site public improvements. We have no objections to escrowing the on-site improvements.

FIRE COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Battlefield as a Primary Arterial roadway. The standard right-of-way width for E. Battlefield is 50 feet from the centerline. It appears no right of way is needed. A survey is recommended to determine the exact amount of existing right-of-way. E. Battlefield is under City of Springfield jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING

The most current traffic count for E. Battlefield Rd at the northbound US 65 Ramp is 12,626 vehicles per day. On-street parking is not allowed along E. Battlefield Rd.

DRIVEWAY ACCESS

There are currently no driveway access points to the property from E. Battlefield Road. Access will be taken from Woodstock Avenue. No new driveway access points will be allowed.

SIDEWALK

There is currently sidewalk along the entire length of the property frontage of E. Battlefield Rd.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no bus stops or trails in the area. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

The property is currently vacant and will need to be accessed by Woodstock Avenue. Currently, Woodstock Avenue is constructed as just an approach on the north side of the intersection with Battlefield Rd. A signal is installed at this intersection and Woodstock Avenue continues to the south of E. Battlefield Road. The current zoning for this property is PD226, which required several roadway improvements when the property developed. Prior to that, the property was zoned R-SF. Because this property is rezoning to General Retail and the uses will be different than proposed in the original PD, a Traffic Impact Study is required at the time of development to determine if any additional improvements need to be made.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	E. Battlefield Rd	Primary Arterial	No	55	50
Street 2					
Street 3					
Street 4					
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		68	85	816	0
*Proposed Trips Generated		272	1139	12,240	N/A
Additional Trips Generated		204	1,054	11,424	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 James River 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 is required according to Chapter 96. A fee in lieu of on-site stormwater detention will not be allowed. If disturbing more than one acre, 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 runoff rates shall not exceed pre-development peak runoff rates for the one, 10 and 100-year rain events. Any increase in impervious area will require that the development meet current detention and water quality requirements.
2. If disturbing one acre or more of the site, 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 more than one acre of land.

Public Works Stormwater Division	Response
Drainage Basin	James River
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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-23-2019 & CONDITIONAL OVERLAY DISTRICT NO. 180

The requirements of *Section 36-421, General Retail District* of the *Land Development Codes*, shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. 24-hour automobile service stations with convenience stores shall be prohibited.
2. A Traffic Impact Study shall be prepared at the time of development for proposed Lots 1, 2, 3 and 4 of Magers Crossroads at 65 Subdivision. Any improvements required as part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the issuance of a building permit.
3. A final plat of proposed Lots 1, 2, 3, and 4 or Magers Crossroads at 65 Subdivision, or tract certification, in full compliance with the Subdivision Regulations shall be approved and recorded before this rezoning shall become effective.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD 226 to General Retail
(existing zoning) (proposed zoning)
2. Meeting Date & Time: November 6, 2019; 4-6:30 pm
3. Meeting Location: Fire Station 12 Community Room, 2455 S Blackman Rd, Springfield, MO
4. Number of invitations that were sent: 34
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 3
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 meeting summary

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

See attached neighborhood meeting summary

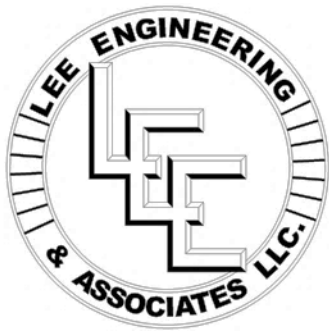
I, Martha Middleton (print name), attest that the neighborhood meeting was held on 11/6/2019 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

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 DR., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

November 12, 2019

Planning and Zoning
840 N Boonville Ave
Springfield, MO 65802

RE: PLN2019-00439 – Battlefield & 65 Rezone
Affidavit of Neighborhood Notification and Meeting Summary

Lee Engineering hosted a neighborhood meeting at Fire Station 12, located at 2455 S. Blackman Rd., between 4:00 and 6:30 PM, on Wednesday, November 6, 2019. Lee Engineering had multiple people present to answer questions.

The issue being discussed was to allow a rezone to a typical GR district. The existing zoning, PD 226, provided restrictions for the Jack Henry site, as well as 3525 E. Battlefield Rd.; PD 226 also allowed heavy retail usage along I-65. The Jack Henry site is developed now and many of the PD 226 requirements/restrictions are no longer applicable or make sense.

Below is the one issue that was communicated by the neighborhood, verbally and written, with our response in bold italic:

1) It would be preferred that no gas stations or 24-hour convenience stores be included.

A conditional overlay district will be incorporated that limits gas stations.

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,

A handwritten signature in black ink that reads "Derek A. Lee". The signature is written in a cursive, flowing style.

Derek A. Lee, PE.

Neighborhood Meeting Notice

Date of Letter:

10/24/2019

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: 3525 E. Battlefield Rd.

PROPOSED CHANGES:

Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

The existing zoning, PD 226, provided restrictions for the Jack Henry site, as well as 3525 E. Battlefield. PD 226 also allowed heavy retail usage along I-65. The Jack Henry site is developed now and many of the PD 226 requirements/restrictions are no longer applicable or make sense. The proposed zoning will allow a typical retail and office development.

PUBLIC NEIGHBORHOOD MEETING

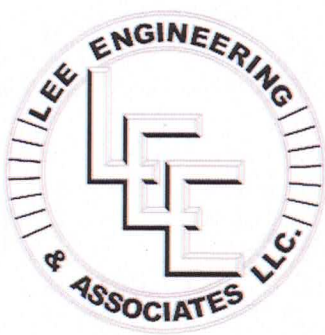
Date of Meeting: 11/6/2019

Location of Meeting: Fire Station 12 Community Room
2455 S. Blackman Rd., Springfield, MO 65809

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
CITY UTILITIES	301 E CENTRAL ST	SPRINGFIELD	MO	65802
HENRY, JACK & ASSOC INC	PO BOX 807	MONETT	MO	65708
GLENDALE PLACE LLC	3000 E CHESTNUT EXPY	SPRINGFIELD	MO	65802
FAMILY VIOLENCE CTR INC	519 E CHERRY ST	SPRINGFIELD	MO	65806
PFI WESTERN STORES INC	2816 S INGRAM MILL RD	SPRINGFIELD	MO	65804
RJL, PROPERTIES LLC	2816 S INGRAM MILL RD	SPRINGFIELD	MO	65804
MCG BUILDING CO LLC	2808 S INGRAM MILL RD	SPRINGFIELD	MO	65804
MASSEY LAND & CATTLE LLC	1202 S 6TH AVE	OZARK	MO	65721
CHATEAU OFFICE VILLAGE CONDO	2808 S INGRAM MILL RD	SPRINGFIELD	MO	65804
RANKIN OFFICE LLC	3022 S NATIONAL AVE	SPRINGFIELD	MO	65804
TERRACES PROP OWNERS ASSOC	3760 E POND APPLE DR	SPRINGFIELD	MO	65809
MILLER, DACEY	3945 E TURTLE HATCH RD	SPRINGFIELD	MO	65809
KIM, JAMES B	3630 E TURTLE HATCH RD	SPRINGFIELD	MO	65809
JUSTICE PROPERTIES INC	3520 E BATTLEFIELD ST	SPRINGFIELD	MO	65809
GREENECO RE EAST LLC	824 SALEM RD	CONWAY	AR	72034
NITSCH SPOUSAL TR	3685 E POND APPLE DR	SPRINGFIELD	MO	65809
CURRENT RESIDENT/BUSINESS OWNER	2701 S BLACKMAN RD	SPRINGFIELD	MO	65809
CURRENT RESIDENT/BUSINESS OWNER	2655 S BLACKMAN RD	SPRINGFIELD	MO	65809
CURRENT RESIDENT/BUSINESS OWNER	3725 E BATTLEFIELD RD	SPRINGFIELD	MO	65809
CURRENT RESIDENT/BUSINESS OWNER	2740 S GLENVIEW AVE	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	2746 S GLENVIEW AVE	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	2752 S GLENVIEW AVE	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	2758 S GLENVIEW AVE	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	2764 S GLENVIEW AVE	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	3434 E COVINGTON ST	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	3428 E COVINGTON ST	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	3420 E COVINGTON ST	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	2755 S GLENVIEW AVE	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	2749 S GLENVIEW AVE	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	2743 S GLENVIEW AVE	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	3404 E RIDGEVIEW ST	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	3401 E RIDGEVIEW ST	SPRINGFIELD	MO	65804
CURRENT RESIDENT/BUSINESS OWNER	3520 E BATTLEFIELD RD	SPRINGFIELD	MO	65809
CURRENT RESIDENT/BUSINESS OWNER	3550 E BATTLEFIELD RD	SPRINGFIELD	MO	65809



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, November 6, 2019

Re: Proposed Rezone
3525 E. Battlefield Rd.
Springfield, Missouri

NAME	ADDRESS	PHONE
Nitsch, Lois	3685 E. Pond Apple	Dr.

COMMENTS:

Prefer no gas station or 24 hr.
Convenience store.

One-rdg. _____
P. Hrngs. X
Pgs. 26
Filed: 01-07-20

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-005

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 2.27 acres of
3 property generally located at 3411 South Kansas Avenue from R-LD, Low
4 Density Multi-Family Residential District, with Conditional Overlay District
5 No. 162, to R-MD, Medium Density Multi-Family Residential District;
6 establishing Conditional Overlay District No. 179; and adopting an
7 updated Official Zoning Map. (Staff and Planning and Zoning Commission
8 both recommend approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 generally located at 3411 South Kansas Avenue, and more fully described in "Exhibit
13 B," from R-LD, Low Density Multi-Family Residential District, with Conditional Overlay
14 District No. 162, to R-MD, Medium Density Multi-Family Residential District with
15 Conditional Overlay District No. 179; and
16

17 WHEREAS, Conditional Overlay District No. 179 shall modify the requirements
18 of the Springfield Land Development Code Section 36-383, R-MD, Medium Density
19 Multi-Family Residential District, by requiring that the property described in "Exhibit B"
20 comply with the requirements described in "Exhibit A;" and
21

22 WHEREAS, following proper notice, a public hearing was held before the
23 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
24 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
25 and said Commission made its recommendation; and
26

27 WHEREAS, the City has reviewed the applicant's request and prepared a staff
28 report concerning the application which is attached hereto and incorporated herein by
29 this reference as "Exhibit D;" and
30

31 WHEREAS, proper notice was given of a public hearing before City Council, and
32 said hearing was held in accordance with law.
33

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

36
37 Section 1 – The property described in "Exhibit B," which is attached hereto and
38 incorporated herein by this reference, is hereby rezoned from R-LD, Low Density Multi-
39 Family District, with Conditional Overlay District No. 162, or such zoning district as is
40 designated on the official zoning map adopted by City Council, to R-MD, Medium
41 Density Multi-Family Residential District, with Conditional Overlay District No. 179.
42 Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for
43 interpretation,' is hereby amended, changed and modified consistent with this
44 Ordinance.

45
46 Section 2 – City Council hereby establishes Conditional Overlay District No. 179
47 which shall contain the requirements and standards provided on "Exhibit A," which is
48 attached hereto and incorporated herein by this reference as though set forth herein.
49 The requirements of Conditional Overlay District No. 179 shall modify the requirements
50 of the Springfield Land Development Code Section 36-383, Medium Density Multi-
51 Family Residential District, by requiring the property described on "Exhibit B" to comply
52 with the requirements contained in "Exhibit A."

53
54 Section 3 – City Council hereby directs the City Manager, or designee, to update
55 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
56 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
57 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
58 rules of interpretation.'

59
60 Section 4 – The Official Zoning Map herein adopted shall be maintained and
61 archived in the same digital form in which this Council has approved its adoption.

62
63 Section 5 – This Ordinance shall be in full force and effect from and after
64 passage.

65
66 Passed at meeting: _____

67
68
69 _____
70 Mayor

71 Attest: _____, City Clerk

72
73
74 Filed as Ordinance: _____

75
76
77 Approved as to form: , Assistant City Attorney

80 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020 - 005

FILED: 01-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 2.27 acres of property generally located at 3411 South Kansas Avenue from a R-LD, Low Density Multi-Family Residential District and Conditional Overlay District No. 162 to a R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 179. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-21-2019/ CONDITIONAL OVERLAY DISTRICT NO. 179

The applicant is proposing to rezone from a R-LD, Low Density Multi-Family District COD No. 162 to a R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 179 to increase the residential density from 18 to 20 dwelling units per acre and minor revisions to the site plan to accommodate the additional density. In addition to increasing the density, the site plan has been modified to accommodate parking for the five additional dwelling units. The proposed rezoning will facilitate the development for a multi-family apartment complex. The Conditional Overlay District will limit the density to 20 dwelling units per acre and require the development to conform to the approved site plan (Attachment 5). The conditional overlay district restricts the development from accessing Kansas Avenue. The development will only have access to Walnut Lawn.

REMARKS:

The Planning and Zoning Commission held a public hearing on December 12, 2019 and recommended to approve the proposed rezoning and Conditional Overlay District No. 179, by a vote of 7 to 0.

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

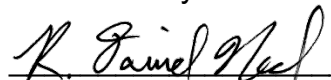
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The *Plan* encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards as required by the Multi-Family Location and Design Guidelines can assure compatibility of different housing types and densities within existing

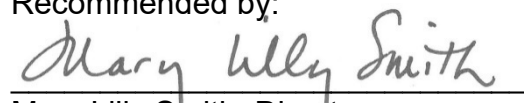
neighborhoods. The *Plan* also states that “the land use plan map should not be taken too literally but should be used in conjunction with...policies of this plan and good judgement.” The Transportation Plan classifies Walnut Lawn as a secondary arterial roadway and Kansas Avenue is classified as collector roadway. Secondary arterial and collector roadways both support the proposed land use.

2. This application meets the intent of R-MD district to accommodate multifamily developments at densities up to approximately 29 units per acre. This district is intended to serve as a transition between major streets or commercial areas and lower density residential areas. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. In response to public comments and concerns during a past rezoning, access to Kansas Avenue will be prohibited. The proposed R-MD district meets this criteria of being a transition between major streets to the north and lower density housing to the south and east of the subject property.
3. According to the *Multi-Family Development Location and Design Guidelines*, the proposed development has attained 10 points, which would allow up to 17 dwelling units per acre. However, the COD requirement that restricts access to Kansas Avenue causes one additional point (and 3 additional du/ac) to be lost. The applicant has requested a density of 20 dwelling units per acre. Staff believes that the additional point should be rewarded which allows the 18-20 du/ac as originally assigned prior to the driveway to Kansas Avenue being prohibited.

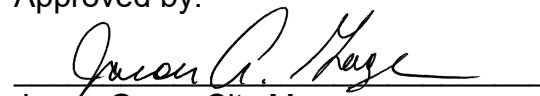
Submitted by:


Daniel Neal, Senior Planner

Recommended by:


Mary Lilly Smith, Director

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Multi-Family Location and Design Guidelines Analysis

Attachment 3: Conditional Overlay District Provisions
Attachment 4: Neighborhood Meeting Summary & Correspondence
Attachment 5: Multi-Family Site Plan

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-21-2019 & CONDITIONAL OVERLAY DISTRICT NO. 179

The requirements of *Section 36-383* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The development shall have a maximum density of 20 dwelling units per acre for a total 45 units.
2. The development shall have no access to Kansas Avenue as shown in the attached site plan (Attachment 5).
3. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 5).

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-21-2019 & CONDITIONAL OVERLAY DISTRICT NO. 179

ALL THE EAST THREE (3) ACRES OF THE NORTH ONE-FOURTH ($N\frac{1}{4}$) OF THE NORTHEAST QUARTER ($NE\frac{1}{4}$) OF THE NORTHEAST QUARTER ($NE\frac{1}{4}$) OF SECTION TEN (10), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22), IN GREENE COUNTY, MISSOURI.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-21-2019 & CONDITIONAL OVERLAY DISTRICT NO. 179
Planning and Zoning Commission – December 12, 2019

Z-21-2019 w/COD #179
3411 South Kansas Avenue
Applicant: Project Collective, LLC

Mr. Hosmer stated that this is a request to rezone approximately 2.27 acres of property generally located at 3411 South Kansas Avenue from a R-LD, Low Density Multi-Family District COD No 162 to a R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 179. The Comprehensive Plan identifies this as an appropriate for Low-Density Housing. The Plan also states that “the land use plan map should not be taken too literally but should be used in conjunction with...policies of this plan and good judgement.” The Transportation Plan classifies Walnut Lawn as a secondary arterial roadway and Kansas Avenue is classified as collector roadway. Both support the proposed land use. The proposed R-MD district (20 du/ac) meets the criteria of a transition between major streets to the north and lower density housing to the south and east of the subject property. Multi-Family Location and Design Guidelines, allowed for 17 du/ac. However, City Council restricted access to Kansas Avenue causing the loss of 3 additional du/ac). Staff believes that the additional point should be awarded which allows the 20 du/ac as originally assigned prior to the driveway to Kansas Avenue being prohibited. A Traffic Impact Study was not required. A fee in lieu of on-site stormwater detention will not be allowed. The proposed rezoning will provide for a Bufferyard Type C (15') adjacent to R-SF to the south. The development must be in substantial conformance to the site plan. Staff recommends approval.

Mr. Coltrin opened the public hearing.

Jason Finley, 2082 Terrell Valley, Republic stated that there is no change on the site-plan and will be breaking ground in 2 months and would like to add additional units for a total of 20 du/ac.

Mr. Coltrin closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Z-21-2019 w/COD #179 (3411 South Kansas Avenue). Ms. Ogilvy seconded the motion. Ayes: Coltrin, Ogilvy, Shuler, Broekhoven, Cox, Rose, and Jobe. Nays: None. Abstain: None. Absent: Doennig and Thomas.

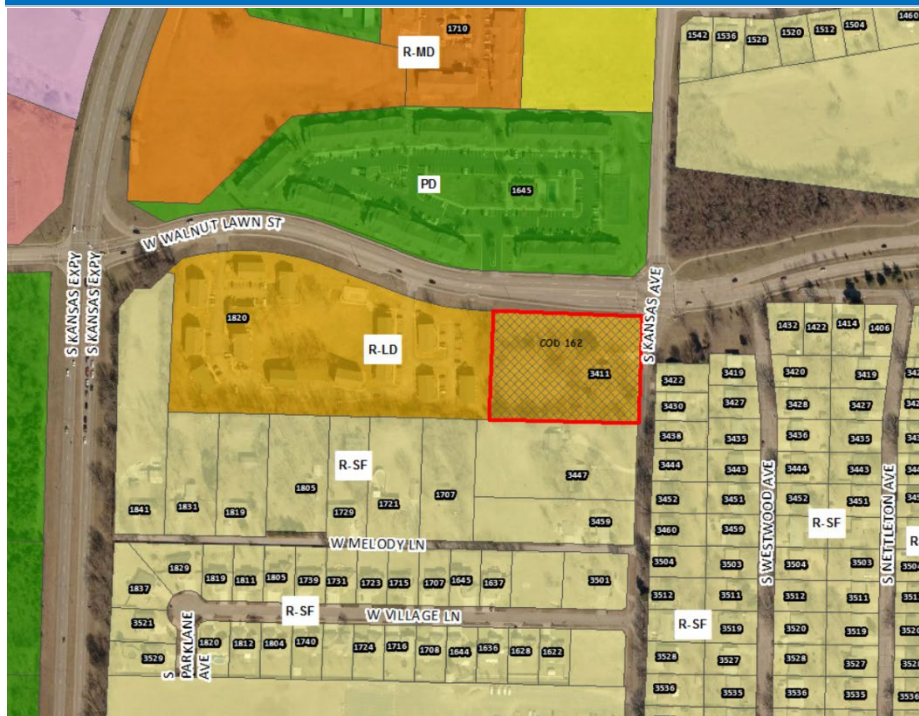


Bob Hosmer, AICP
Planning Manager

PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING:

JANUARY 13, 2020

**CASE NUMBER:**

Z-21-2019 with Conditional Overlay No. 179

PROJECT LOCATION: 3411 South Kansas Avenue**ACRES:** 2.27 acres**EXISTING LAND USE:** Vacant**APPLICANT:** Project Collective, LLC**STAFF:** Daniel Neal, Senior Planner**STAFF RECOMMENDATIONS:**
Approve w/Conditions**PROPOSED MOTION:**

Move to approve Z-21-2019 with Conditional Overlay District No. 179 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 2.27 acres of property generally located at 3411 South Kansas Avenue from a R-LD, Low Density Multi-Family District COD No 162 to a R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 179 to increase the residential density from 18 to 20 dwelling units per acre and minor revisions to the site plan to accommodate the additional density.

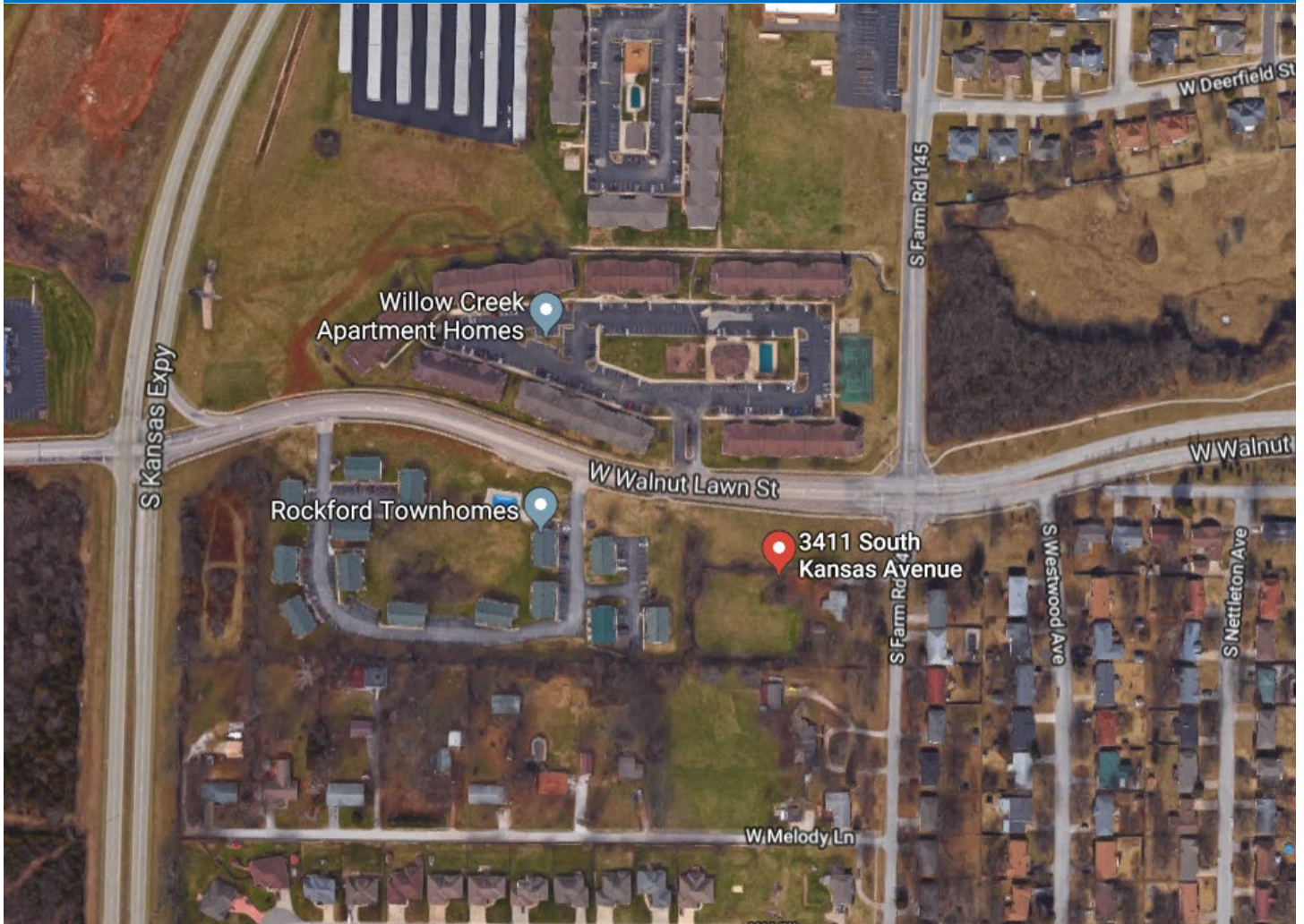
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The *Plan* encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards as required by the Multi-Family Location and Design Guidelines can assure compatibility of different housing types and densities within existing neighborhoods. The *Plan* also states that “the land use plan map should not be taken too literally but should be used in conjunction with...policies of this plan and good judgement.” The Transportation Plan classifies Walnut Lawn as a secondary arterial roadway and Kansas Avenue is classified as collector roadway. Secondary arterial and collector roadways both support the proposed land use.
2. This application meets the intent of R-MD district to accommodate multifamily developments at densities up to approximately 29 units per acre. This district is intended to serve as a transition between major streets or commercial areas and lower density residential areas. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. In response to public comments and concerns during a past rezoning, access to Kansas Avenue will be prohibited. The proposed R-MD district meets this criteria of being a transition between major streets to the north and lower density housing to the south and east of the subject property.
3. According to the *Multi-Family Development Location and Design Guidelines*, the proposed development has attained 10 points, which would allow up to 17 dwelling units per acre. However, the COD requirement that restricts access to Kansas Avenue causes one additional point (and 3 additional du/ac) to be lost. The applicant

has requested a density of 20 dwelling units per acre. Staff believes that the additional point should be rewarded which allows the 18-20 du/ac as originally assigned prior to the driveway to Kansas Avenue being prohibited.

SURROUNDING ZONING AND LAND USES:				
	NORTH	SOUTH	EAST	WEST
ZONING	PD 157	R-SF	R-SF	R-LD
LAND USE	Multi-family uses	Single-family Residence	Single-family Residence	Multi-family uses

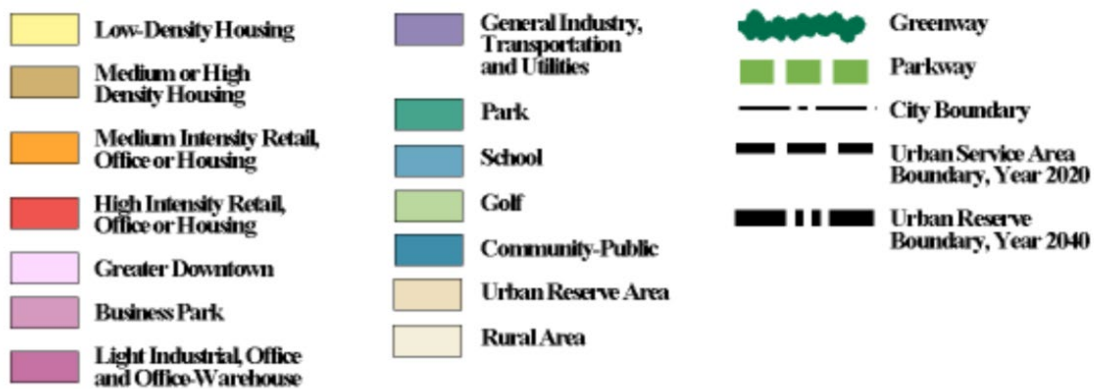
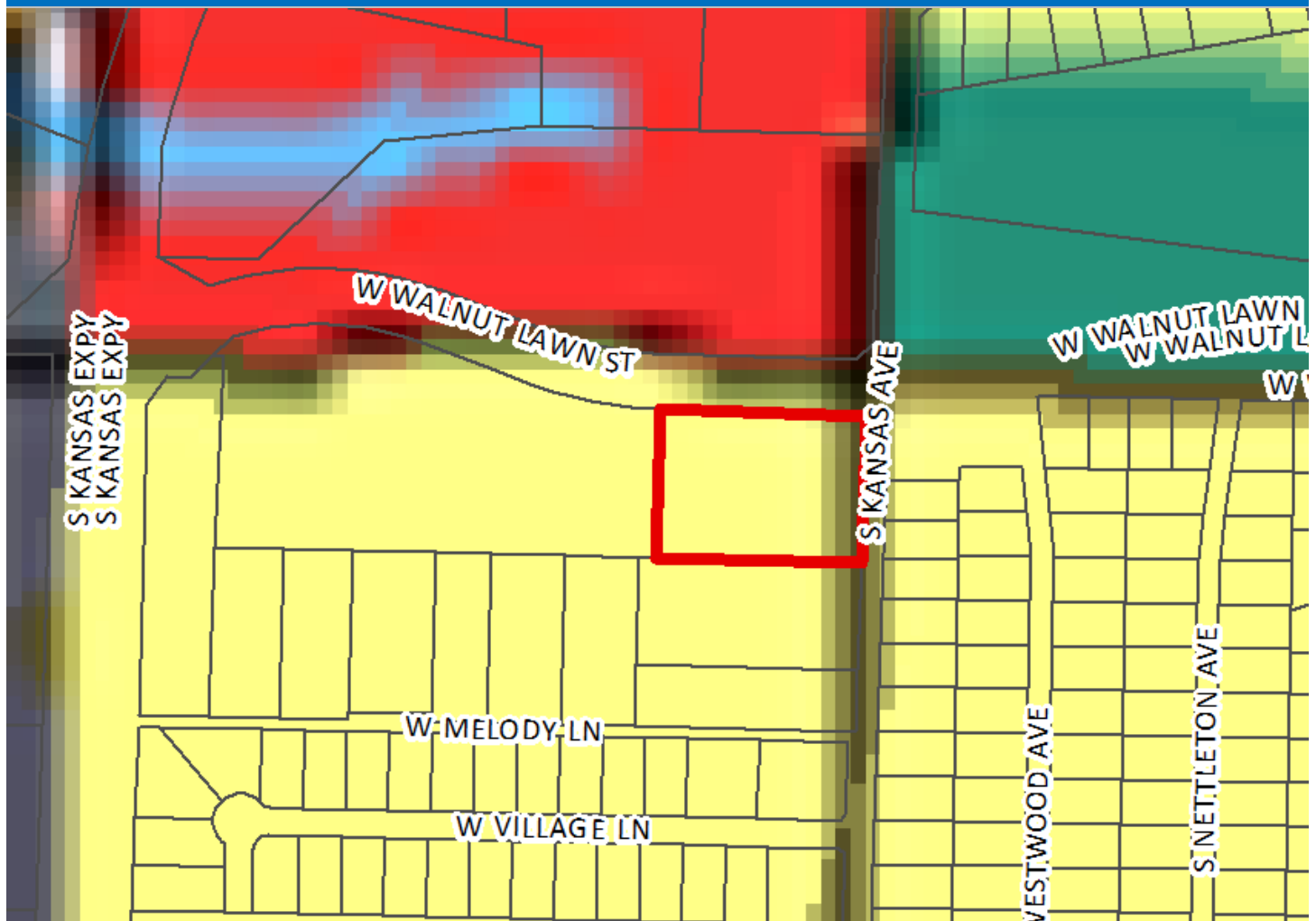
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:

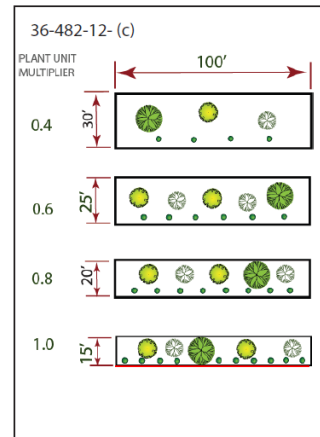
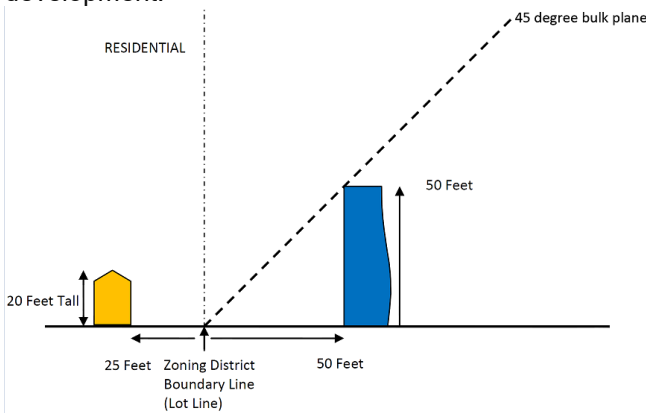


PROPERTY HISTORY:

The subject property was zoned to R-SF in a community-wide rezoning to the current Zoning Ordinance regulations in March 1995 (G.O. 4494). The subject property was rezoned to R-LD, Residential Low Density Multi-Family District with Conditional Overlay District No. 145 on March 26, 2018. After revisions to their site plan, the subject property was rezoned to R-LD, Residential Low Density Multi-Family District with Conditional Overlay District No. 162 on March 11, 2019.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-MD
Maximum Structure Height	Two (2) stories as restricted by Site Plan. Ordinance normally allows 45 feet or three (3) stories.
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
Building Setbacks	25 feet from Kansas Avenue
BULK PLANE	BUFFERYARD AND LANDSCAPING
45 degrees where property adjoins an R-SF district. This bulk plan would be required on the south of the development.	Type "C" bufferyard is required along south property line.



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The *Plan* encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards as required by the Multi-Family Location and Design Guidelines can assure compatibility of different housing types and densities within existing neighborhoods. The *Plan* also states that “the land use plan map should not be taken too literally but should be used in conjunction with...policies of this plan and good judgement.”

The property is located at the intersection of Walnut Lawn Street and Kansas Avenue. The Transportation Plan classifies Walnut Lawn as a secondary arterial roadway and Kansas Avenue is classified as collector roadway. Secondary arterial and collector roadways both support the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to rezone from a R-LD, Low Density Multi-Family District COD No. 162 to a R-MD, Medium Density Multi-Family Residential District and establishing Conditional Overlay District No. 179 to increase the residential density from 18 to 20 dwelling units per acre and minor revisions to the site plan to accommodate the additional density. In addition to increasing the density, the site plan has been modified to accommodate parking for the five additional dwelling units. The proposed rezoning will facilitate the development for a multi-family apartment complex. The Conditional Overlay District will limit the density to 20 dwelling units per acre and require the development to conform to the approved site plan (Attachment 5). The conditional overlay district restricts the development from accessing Kansas Avenue. The development will only have access to Walnut Lawn.
2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing. The *Plan* encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents. Appropriate design standards as required by the Multi-Family Location and Design Guidelines can assure compatibility of different housing types and densities within existing neighborhoods. The *Plan* also states that “the land use plan map should not be taken too literally but should be used in conjunction with...policies of this plan and good judgement”. City Council approved the rezoning to R-LD with a Conditional Overlay District No 162.
3. The R-MD District is intended to accommodate multi-family developments at densities up to approximately twenty-nine (29) dwelling units per acre (the applicant is requesting 20 du/ac or less). According to the *Multi-Family Development Location and Design Guidelines*, the proposed development has attained 10 points, which would allow up to 17 dwelling units per acre. However, the COD requirement that restricts access to Kansas Avenue causes one additional point (and 3 additional du/ac) to be lost. The applicant has requested a density of 20 dwelling units per acre. Staff is not penalizing the applicant for the restricted access to Kansas Avenue which would reduce the allowed density. Staff believes that the additional point should be rewarded which allows the 18-20 du/ac as originally assigned prior to the driveway to Kansas Avenue being prohibited. Further analysis of the proposed development under the *Revised Multi-Family Development Location and Design Guidelines* is attached (Attachment 2). The development must be in substantial conformance to the attached site plan (Attachment 5).
4. This application meets the intent of R-MD district to accommodate multifamily developments at densities up to approximately 29 units per acre. This district is intended to serve as a transition between major streets or commercial areas and lower density residential areas. This district is intended for areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. In response to public comments and concerns during a past rezoning, access to Kansas Avenue will be prohibited. The proposed R-MD district meets this criteria of being a transition between major streets to the north and lower density housing to the south and east of the subject property.
5. The Bufferyard Type C is required adjacent to R-SF (see above in Zoning Ordinance Requirements).
6. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on November 7, 2019 regarding the rezoning request. A summary of the meeting is attached (Attachment 4).

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: 13 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with proposed zoning.

CLEAN WATER SERVICES COMMENTS:

No objection to zoning amendment. Public sewer is available.

FIRE COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Walnut Lawn Street as a Secondary Arterial roadway and S. Kansas Avenue as a Collector roadway. The standard right-of-way width for W. Walnut Lawn Street is 35 feet from the centerline. The standard right-of-way width for S. Kansas Avenue is 30 feet from the centerline. It appears additional right-of-way is not needed along W. Walnut Lawn Avenue. It appears approximately 14 feet of additional right-of-way is needed along S. Kansas Avenue. In addition, a 30-foot by 30-foot right-of-way sight triangle is needed at the intersection of W. Walnut Lawn Street and S. Kansas Avenue. A survey is recommended to determine the exact amount of existing right-of-way. W. Walnut Lawn Street and S. Kansas Avenue are both city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The most recent traffic count on W. Walnut Lawn Street east of S. Kansas Expressway is 10,281 vehicles per day. The most recent traffic count on S. Kansas Avenue south of W. Walnut Lawn Street is 4,312 vehicles per day. On-street parking is not allowed along W. Walnut Lawn Street or S. Kansas Avenue.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Kansas Avenue that will need to be closed or moved, as it does not meet the minimum spacing requirements from the intersection of Walnut Lawn and Kansas Avenue. Any new proposed driveway approaches must meet the minimum spacing requirements (150' Approach/100' Exit). Driveway access is limit to W. Walnut Lawn Street only. Only one access is permitted onto W. Walnut Lawn Street. No access is permitted onto S. Kansas Avenue.

SIDEWALK

There is existing sidewalk along the property frontage of W. Walnut Lawn Street. The existing infrastructure meets current City Standards. There is not currently sidewalk along the property frontage of S. Kansas Avenue. Sidewalk is required to be constructed along S. Kansas Avenue to current City Standards as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are a few various Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along W. Walnut Lawn 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, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. The City of Springfield has plans to widen S. Kansas Avenue to at least a three-lane section in the future. There is not currently a timeline for when these street improvements will take place. In addition, at 3581 S. Kansas Avenue, a northbound left-turn lane is being added to S. Kansas Avenue, into the property. The City of Springfield and MODOT also have plans to make improvements to the Kansas Expressway/ Walnut Lawn intersection soon. Timeline for these improvements are still to-be-determined.

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	W. Walnut Lawn Street	Secondary Arterial	No	54	35
Street 2	S. Kansas Avenue	Collector	No	16	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		24.48	29.92	326.4	N/A
*Proposed Trips Generated		24.48	29.92	326.4	N/A
Additional Trips Generated		0	0	0	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 Inman 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 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 located in a stream buffer area with a requirement of 30 ft on each side from the top of bank.

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	Inman Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	No

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2

MULTI-FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINE ASSESSMENT ZONING CASE Z-21-2019 & CONDITIONAL OVERLAY DISTRICT NO. 179

The applicant is requesting approval of multi-family apartments on 2.27 acres of property. According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 10 points, which would allow up to 17 dwelling units per acre. However, the COD requirement that restricts access to Kansas Avenue causes one additional point (and 3 additional du/ac) to be lost. The applicant has requested a density of 20 dwelling units per acre. Staff believes that the additional point should be rewarded which allows the 18-20 du/ac as originally assigned prior to the driveway to Kansas Avenue being prohibited. Below is an analysis of the four categories used to calculate the Matrix score.

A. Land Use Accessibility (1/3 points)

One point was given for land use accessibility. There is neighborhood retail mix within a ¼ mile and a supermarket located within a ½ mile.

B. Connectivity Analysis (2/5 points)

Two 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; however, two points would be possible if a driveway access to Kansas Avenue was available.

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 have a cutoff shall not exceed a maximum of 30 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 and elevations.
3. Building Orientation and Interior Landscaping – All building orientations will address Kansas Avenue and Walnut Lawn Street 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 elevations

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 picnic area with a picnic table and barbeque grill.
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.

DENSITY: The assessment criteria resulted in a total of 10 points for a maximum density of 17 dwelling units per acre. However, the COD requirement that restricts access to Kansas Avenue causes one additional point (and 3 additional du/ac) to be removed. The applicant has requested a density of 20 dwelling units per acre. Staff believes that the additional point should be rewarded which allows the 18-20 du/ac as originally assigned prior to the driveway to Kansas Avenue being prohibited.

ATTACHMENT 3
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-21-2019 & CONDITIONAL OVERLAY DISTRICT NO. 179

The requirements of *Section 36-383* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The development shall have a maximum density of 20 dwelling units per acre for a total 45 units.
2. The development shall have no access to Kansas Avenue as shown in the attached site plan (Attachment 5).
3. The development of the subject property shall be in substantial conformance to the Multi-Family Location and Design Guidelines and the attached site plan (Attachment 5).

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: COD #162 (existing zoning) to COD #162 Amended (proposed zoning)
2. Meeting Date & Time: 9/18/19 4-6:30 pm
3. Meeting Location: Library Center
4. Number of invitations that were sent: 105 approx
5. How the mailing list was generated: from the City
6. Number of neighbors in attendance (attach a sign-in sheet): 1
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

NONE

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

NONE

I, Jason Finley (print name), attest that the neighborhood meeting was held on 9/18/19 (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."

Jason Finley
Signature of person completing affidavit

Jason Finley
Printed name of person completing affidavit

Neighborhood Meeting Notice

Date of Letter:

9/9/19

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:

Jason Finley, Project Collective

Address:

2082 Terrell Valley

City, State and Zip:

Republic, MO 65738

Phone Number:

766-7843

E-mail:

jason@finleyconstructionco.com

PROJECT LOCATION:

3411 S. Kansas

PROPOSED CHANGES:

Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

Change total units from 40 to 45.

PUBLIC NEIGHBORHOOD MEETING:

Date of Meeting:

9/18/19

Location of Meeting:

Library Center

4655 S. Campbell, Springfield (Auditorium)

Time of Meeting: 4:00 PM to 6:30 PM

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 NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	9-18-19	Telephone No.	417 844-7002
YOUR NAME:	Murielle Reed		
YOUR ADDRESS:	1141 W. Maplewood St.		
PROJECT ADDRESS:	3411 S. Kansas		
COMMENTS:			
I am satisfied with this adjusted proposal for the 55 and over apartment complex.			

Neighborhood Meeting Sign in Sheet For 3411 S Kansas

	Name	Address	Comments
1	Murielle Reed	1141 W. Maplewood	
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

ATTACHMENT 5



5039 S National Avenue | Springfield, MO 65810 |
417.887.6595

OWNER
PROJECT COLLECTIVE, LLC
PO BOX 457
SPRINGFIELD, MO 65738

PROJECT TEAM
CIVIL ENGINEER
PINNACLE DESIGN CONSULTANTS
304 WEST ERIE STREET, SUITE B
SPRINGFIELD, MO 65807
417.501.8820

STRUCTURAL ENGINEER
PINNACLE DESIGN CONSULTANTS
304 WEST ERIE STREET, SUITE B
SPRINGFIELD, MO 65807
417.501.8820

MEP ENGINEER
CJD ENGINEERING
2225 WEST CHESTERFIELD STREET, SUITE 200
SPRINGFIELD, MO 65807
417.877.1700

PROFESSIONAL SEAL
PROFESSIONAL NAME, AIA NCARB
PROFESSIONAL TITLE: ARCHITECT
MO# A-0000000

PRELIMINARY:
NOT FOR
CONSTRUCTION

REVISIONS

[illegible]

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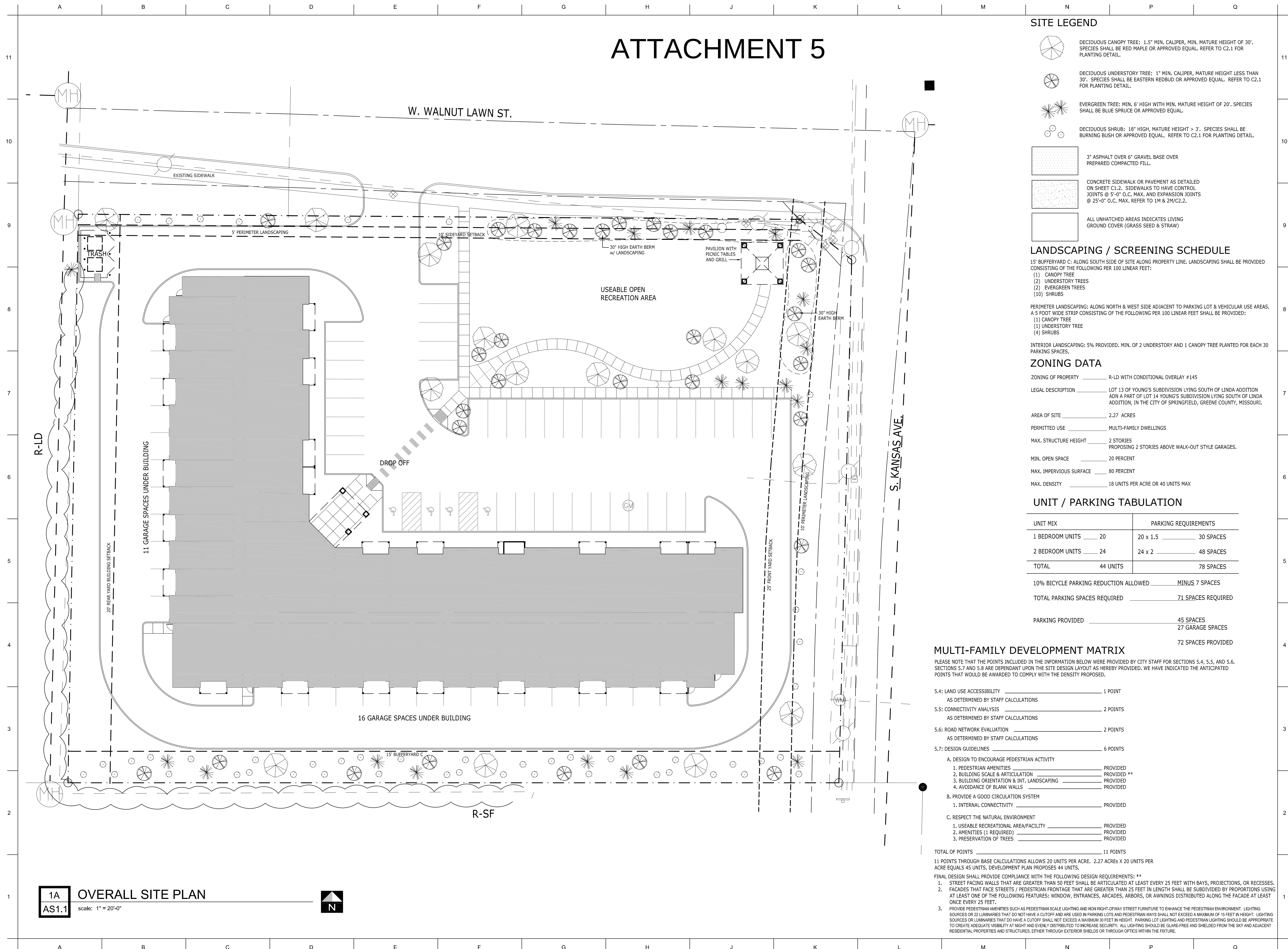
PROJECT TITLE
FINLEY SENIOR 55+

PROJECT ADDRESS:
3411 SOUTH KANSAS AVENUE
SPRINGFIELD, MISSOURI 65807

OVERALL SITE PLAN

PROJECT NO.: 18-037
DRAWN BY: HDG
REVIEWED BY: BMS
DATE: 10.23.2019

AS1.1



One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 01-07-20

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 006

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning 3.6 acres of property
3 generally located at 2521 South Holland Avenue from R-SF, Single-family
4 Residential to R-LD, Low-Density Multi-family District; establishing
5 Conditional Overlay District No. 181; and adopting an updated Official
6 Zoning Map. (Staff and Planning and Zoning Commission both
7 recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 2521 South Holland Avenue, and more fully described in "Exhibit
12 B," from R-SF, Single-family Residential to R-LD, Low-Density Multi-family District with
13 Conditional Overlay District No. 181; and
14

15 WHEREAS, Conditional Overlay District No. 181 shall modify the requirements of
16 the Springfield Land Development Code Section 36-382, R-LD, Low-Density Multi-
17 family District, by requiring that the property described in "Exhibit B" comply with the
18 requirements described in "Exhibit A;" and
19

20 WHEREAS, following proper notice, a public hearing was held before the
21 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
22 hearing being attached hereto and incorporated herein by this reference as "Exhibit C,"
23 and said Commission made its recommendation; and
24

25 WHEREAS, the City has reviewed the applicant's request and prepared a staff
26 report concerning the application which is attached hereto and incorporated herein by
27 this reference as "Exhibit D;" and
28

29 WHEREAS, proper notice was given of a public hearing before City Council, and
30 said hearing was held in accordance with law.
31

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

34 Section 1 – The property described in "Exhibit B," which is attached hereto and
35 incorporated herein by this reference, is hereby rezoned from R-SF, Single-family
36 Residential District, or such zoning districts as are designated on the official zoning map
37 adopted by City Council, R-LD, Low-Density Multi-family District, with Conditional
38 Overlay District No. 180. Springfield Land Development Code, Section 36-306, 'Official
39 zoning map and rules for interpretation,' is hereby amended, changed and modified
40 accordingly consistent with this Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 181
43 which shall contain the requirements and standards provided on "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 181 shall modify the requirements
46 of the Springfield Land Development Code Section 36-38, R-LD. Low-Density Multi-
47 family District, by requiring the property described on "Exhibit B" comply with the
48 requirements contained in "Exhibit A."

49
50 Section 3 – City Council hereby directs the City Manager, or designee, to update
51 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
52 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
53 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
54 rules of interpretation.'

55
56 Section 4 – The Official Zoning Map herein adopted shall be maintained and
57 archived in the same digital form in which this Council has approved its adoption.

58
59 Section 5 – This Ordinance shall be in full force and effect from and after
60 passage.

61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69
70 Filed as Ordinance: _____

71
72
73 Approved as to form: A. Chabot, Widen, Assistant City Attorney

74
75
76 Approved for Council action: Jacques A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020 -006

FILED: 01-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 3.6 acres of property generally located at 2521 South Holland Avenue from R-SF, Single-family Residential to R-LD, Low-Density Multi-family District and establish Conditional Overlay District No. 181; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-24-2019/ CONDITIONAL OVERLAY DISTRICT NO. 181

The applicant is proposing to rezone approximately 3.58 acres of property generally located at the 2521 South Holland Avenue from R-SF, Single-family Residential to R-LD, Low-Density Multi-family District and establish Conditional Overlay District No. 181. The applicant intends to build a multi-family development with a maximum density of eleven (11) dwelling units per acre.

City Council denied the same request (4-4) to rezone the subject property to R-LD with COD 164 on January 28, 2019. The *Zoning Ordinance* requires the owner wait six (6) months after City Council decision to apply for the same rezoning.

REMARKS:

The Planning and Zoning Commission held a public hearing on December 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 D," Development Review Staff Report).

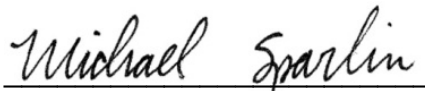
FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan element of the Comprehensive Plan identifies the subject property as a Greenway. However, the greenway is located south of this property and the map is not sufficiently detailed to determine the land use category. The properties to the north are identified as appropriate for low-density housing. The properties to the east indicate an appropriate land use as Medium Intensity Retail, Office or Housing. The Plan encourages each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some

portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

2. The R-LD district and proposed conditional overlay district will mitigate potential impact on the single-family housing to the north by restricting the maximum density to no more than eleven (11) dwelling units per acres. This density limit is the same as what is allowed in the R-TH, Residential Townhouse district. This is consistent with the adjacent R-TH district to the west. The standard development requirements in the R-LD district will also require a bufferyard type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the south property line.
3. The Plan also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
4. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.

Submitted by:



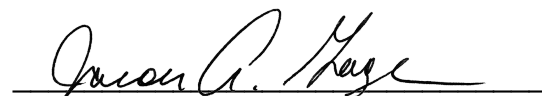
Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood Meeting Summary and Comments

EXHIBIT A

CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-24-2019 & CONDITIONAL OVERLAY DISTRICT NO. 181

The requirements of *Section 36-382* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The maximum density for the development within the district shall not exceed 11 dwelling units per acre.
2. A turnaround shall be constructed at the end of Downing Street, per Sec. 36-243(6) and the Public Works Design Standards. Public right-of-way or a public access easement shall be dedicated for the area of the turnaround.
3. Documentation shall be provided demonstrating, to the satisfaction of the Director of Public Works, that flood elevations shall not increase above the base flood elevations, set by FEMA and in effect on the date of passage of this Ordinance, as a result of this development.

EXHIBIT B

LEGAL DESCRIPTION
ZONING CASE Z-24-2019 & CONDITIONAL OVERLAY DISTRICT NO. 181

PART OF THE SOUTH NINE (9) ACRES OF THE SOUTH TWELVE (12) ACRES OF THE EAST ONE-HALF (E1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-SIX (36), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT FIFTEEN (15) FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION THIRTY-SIX (36), THENCE NORTH TWENTY (20) FEET, THENCE WEST ONE HUNDRED THIRTY (130) FEET, THENCE NORTH ONE HUNDRED THIRTY-FIVE (135) FEET, THENCE EAST ONE HUNDRED THIRTY (130) FEET, THENCE NORTH THREE HUNDRED THIRTEEN AND NINETY HUNDREDTHS (313.90) FEET, THENCE WEST ONE HUNDRED (100) FEET TO THE EAST LINE OF LOT TEN (10) SOUTHARD SUBDIVISION, THENCE SOUTH FIFTY AND TWENTY-SIX HUNDREDTHS (50.26) FEET TO THE SOUTHEAST CORNER OF SAID LOT 10, THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SOUTHARD SUBDIVISION, FIVE HUNDRED FIFTY AND SEVENTY-THREE HUNDREDTHS (550.73) FEET, TO THE WEST LINE OF THE A EAST ONE-HALF OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION THIRTY-SIX (36), THENCE SOUTH FOUR HUNDRED FIFTY AND ELEVEN HUNDREDTHS (450.11) FEET, TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION THIRTY-SIX (36) THENCE EAST SIX HUNDRED SIXTY-FIVE AND SIX HUNDREDTHS (665.6) FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART USED FOR ROADS.

LESS AND EXCEPT THE FOLLOWING:

TRACT 5/R-ST FROM WARRANTY DEED BOOK 2822 PAGE 1775 BEING DESCRIBED AS FOLLOWS: A PART OF THE SOUTH HALF OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 22 WEST, INCLUDING A PART OF ROANOKE PLACE SUBDIVISION IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID ROANOKE PLACE SUBDIVISION, THENCE N01°02'12"E, ALONG THE EAST LINE OF SAID ROANOKE PLACE SUBDIVISION, 25.00 FEET; THENCE N89°51'41"W, PARALLEL WITH THE SOUTH LINE OF SAID ROANOKE PLACE SUBDIVISION, 481.29 FEET TO THE EAST RIGHT-OF-WAY ON JEFFERSON AVENUE; THENCE N13°13'13"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 19.48 FEET; THENCE EASTERLY ALONG A NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°30'48", WITH A RADIUS OF 152.50 FEET AND A CHORD BEARING OF N84°52'55"E, AN ARC DISTANCE OF 27.98 FEET; THENCE S89°51'41"E, 458.30 FEET TO THE EAST LINE OF LOT 4 OF SAID ROANOKE PLACE SUBDIVISION;

THENCE N01°02'12"E, ALONG THE EAST LINE OF SAID LOT 4 A DISTANCE OF 141.48 FEET TO THE NORTHERLY BANK OF SOUTH CREEK AS IT ONCE EXISTED PRIOR TO A CREEK CHANNEL IMPROVEMENT CONSTRUCTION PROJECT, AND AS DESCRIBED IN A DEED RECORDED IN BOOK 2102 PAGE 57 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTHERLY BANK, N46°11 '41"E, 65.00 FEET; THENCE S87°18'14"E, 605.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF HOLLAND AVENUE; THENCE S00°20'47"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 50.00 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DEEDED TO THE CITY OF SPRINGFIELD AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 1426 PAGE 725 OF THE GREENE COUNTY RECORDER'S OFFICE; THENCE S89°39'19"W, ALONG THE NORTH LINE OF SAID CITY UTILITIES TRACT, 129.82 FEET TO A HALF INCH IRON PIN AT THE NORTHWEST CORNER OF SAID TRACT; THENCE S00°35'07"W, ALONG THE WEST LINE OF SAID TRACT, 135.04 FEET TO A HALF INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE N89°39'19"E, ALONG THE SOUTH LINE OF SAID TRACT, 130.38 FEET TO THE WEST RIGHT-OF-WAY LINE OF HOLLAND AVENUE; THENCE S00°20'47"W, ALONG SAID WEST RIGHT-OF-WAY LINE, 19.72 FEET TO THE SOUTH LINE OF SAID S1/2 OF SECTION 36; THENCE N89°58'44"W, ALONG SAID SOUTH LINE, 653.40 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

RECORD OF PROCEEDINGS
ZONING CASE Z-24-2019 & CONDITIONAL OVERLAY DISTRICT NO. 181
Planning and Zoning Commission – December 12, 2019

Z-24-2019 w/COD #181
2521 South Holland Avenue
Applicant: Jefferey L. Ballard

Mr. Hosmer stated that this is a request to rezone approximately 3.58 acres of property generally located at 2521 South Holland Avenue from R-SF, Single-family Residential to R-LD, Low-Density Multi-family District and establish Conditional Overlay District No. 181. The Comprehensive Plan identifies this as an appropriate for Low-Density Housing and Greenway. The greenway is actually located to the south of this property and the LU map is not sufficiently detailed to determine the land use category. However, the Plan encourages each neighborhood to contain a range of housing types. The applicant intends to build a multi-family development with a maximum density of eleven (11) dwelling units per acre. R-TH. The Major Thoroughfare Plan classifies Holland Avenue, as a Collector roadway and Downing Street, as a local street. A Traffic Impact Study was not required.

A fee in lieu of on-site stormwater detention will be allowed, and onsite detention is not required. The COD will require:

- The maximum density for the development within the district shall not exceed 11 dwelling units per acre.
- A turnaround shall be constructed at the end of Downing Street, per Sec. 36-243(6) and the Public Works Design Standards. Public right-of-way or a public access easement shall be dedicated for the area of the turnaround.
- Documentation shall be provided demonstrating, to the satisfaction of the Director of Public Works, that flood elevations shall not increase above the base flood elevations, set by FEMA and in effect on the date of passage of this Ordinance, as a result of this development.

Staff recommends approval.

Mr. Coltrin opened the public hearing.

Teresa Davison, 535 W. Battlefield, representing the owner and noted that this was presented last year and was denied due to some confusion regarding the park property next door and believes that those concerns have been resolved. At the neighborhood meeting the main issue was the flooding concerns. She noted that the homes are up-stream and this development will not cause additional problems, other concerns were school, traffic, and height of building issues.

Michael Zarifis, 624 E. Glenwood, lives on the property just behind the proposed development and stated that area has major flooding issues, i.e., street already floods,

many of homes in the area have sump-pumps in their crawl spaces and currently has standing water issues.

Paul Neidy, 532 E. Glenwood Street, stated that he is a 32-year resident and voiced his concerns on the flooding and drainage issues and has to have a sump-pump as well as his neighbors and would like to see developers rethink on how to develop this piece of land.

Jina Zarifis, 624 E. Glenwood, noted serious foundation issues and said that their house is settling. She also stated that the property that is proposed to be developed is extremely wet and that FEMA has updated their maps to show that half of their back yard is in the 100-year FEMA floodplain and said it is getting worse and not better and believes that drainage needs to be addressed before building.

Jeff Ballard, 2521 S. Holland, current property owner and noted that it is next to the Greenway trail and he has not seen the creek overflow its banks and that most of the homes in the area should have been built on a slab verses a crawl space.

Mr. Coltrin closed the public hearing.

Ms. Cox noted her concerns regarding the flooding in this area, however it is already zoned for Single-Family Residential (R-SF) and will support this case, stating that even if R-SF is built, it would still flood.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Z-24-2019 w/COD #181 (2521 South Holland Avenue). Mr. Job seconded the motion. Ayes: Coltrin, Ogilvy, Shuler, Broekhoven, Cox, Rose, and Jobe. Nays: None. Abstain: None. Absent: Doennig and Thomas.



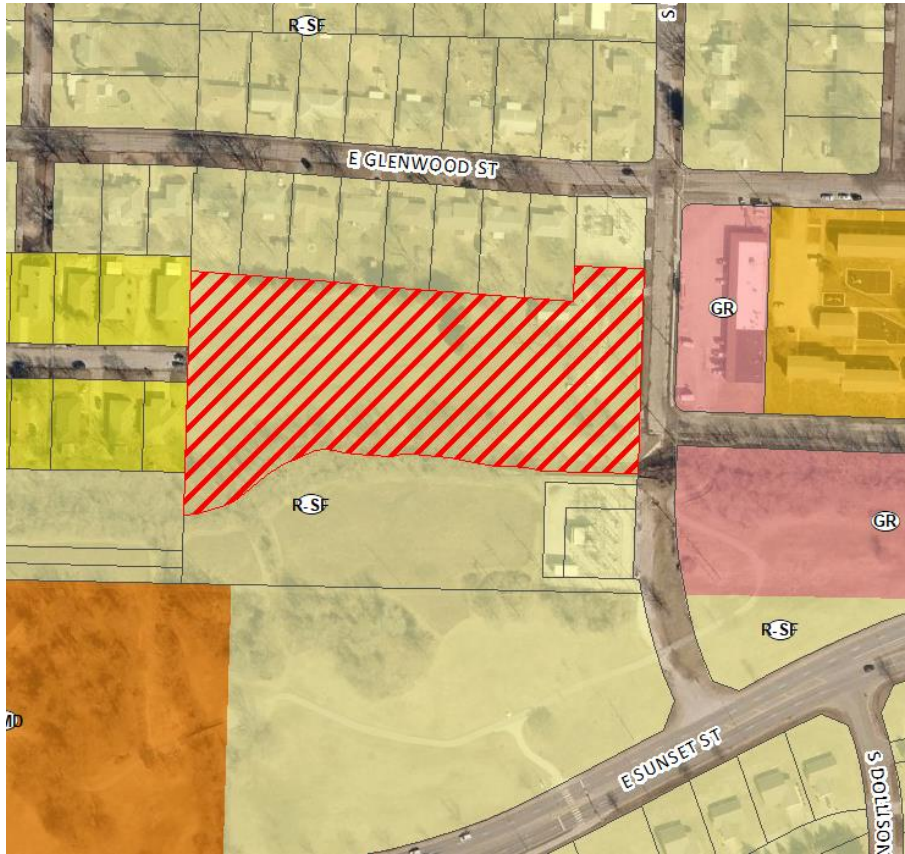
Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING:

JANUARY 13, 2020



CASE NUMBER:

Z-24-2019 w/ Conditional Overlay District No. 181

PROJECT LOCATION: 2521 South Holland Avenue

ACRES: 3.58 acres

EXISTING LAND USE: Single-family house

APPLICANT: Jefferey Ballard

STAFF:

Michael Sparlin, Senior Planner
417-864-1091

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve Z-24-2019 w/ COD No. 181 as submitted.

SUMMARY OF REQUEST:

To rezone approximately 3.58 acres of property generally located at 2521 South Holland Avenue from R-SF, Single-family Residential to R-LD, Low-Density Multi-family District and establish Conditional Overlay District No. 181.

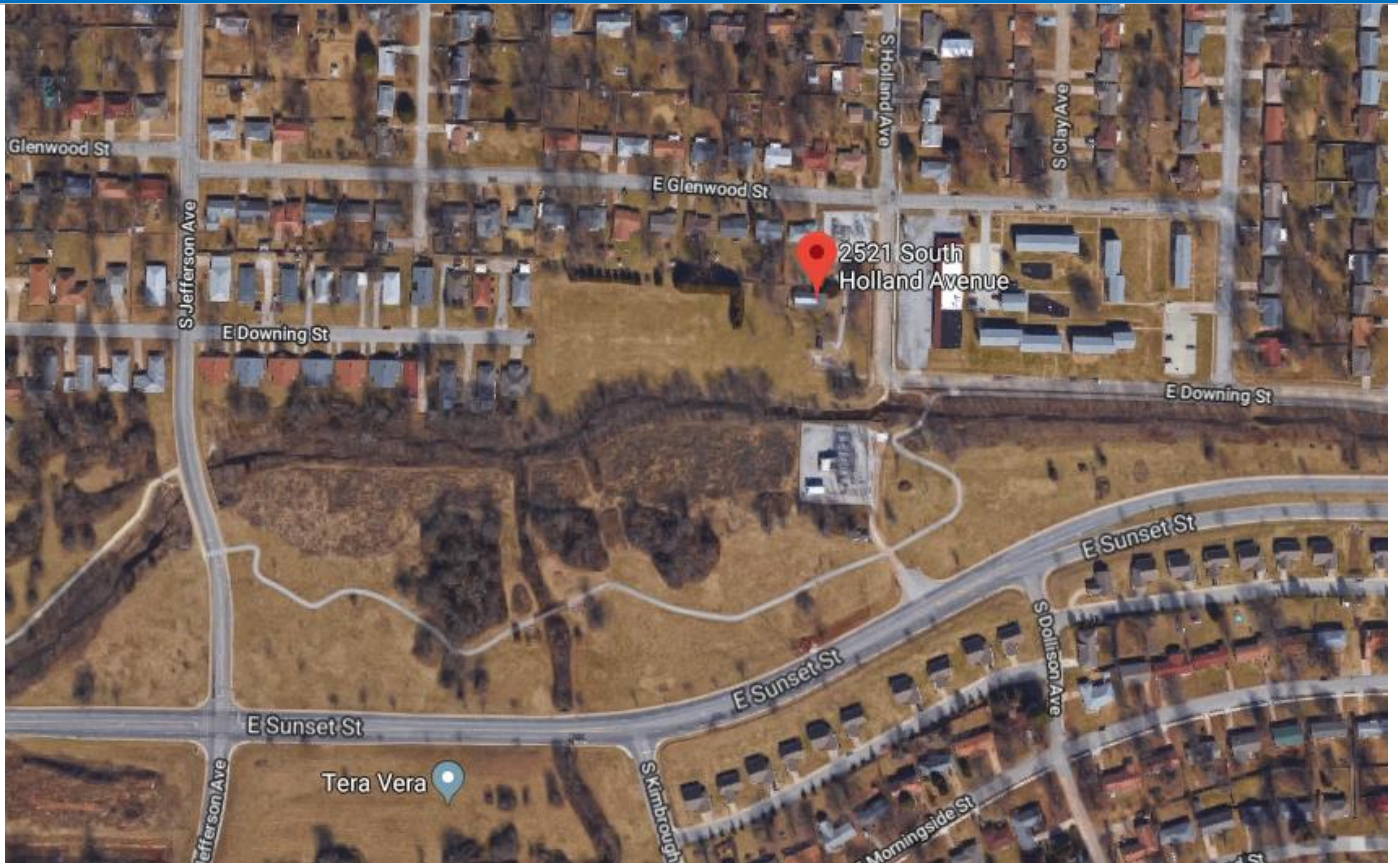
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as a Greenway. However, the greenway is located south of this property and the map is not sufficiently detailed to determine the land use category. The properties to the north are identified as appropriate for low-density housing. The properties to the east indicate an appropriate land use as Medium Intensity Retail, Office or Housing. The *Plan* encourages each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.
2. The R-LD district and proposed conditional overlay district will mitigate potential impact on the single-family housing to the north by restricting the maximum density to no more than eleven (11) dwelling units per acres. This density limit is the same as what is allowed in the R-TH, Residential Townhouse district. This is consistent with the adjacent R-TH district to the west. The standard development requirements in the R-LD district will also require a bufferyard type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the south property line.

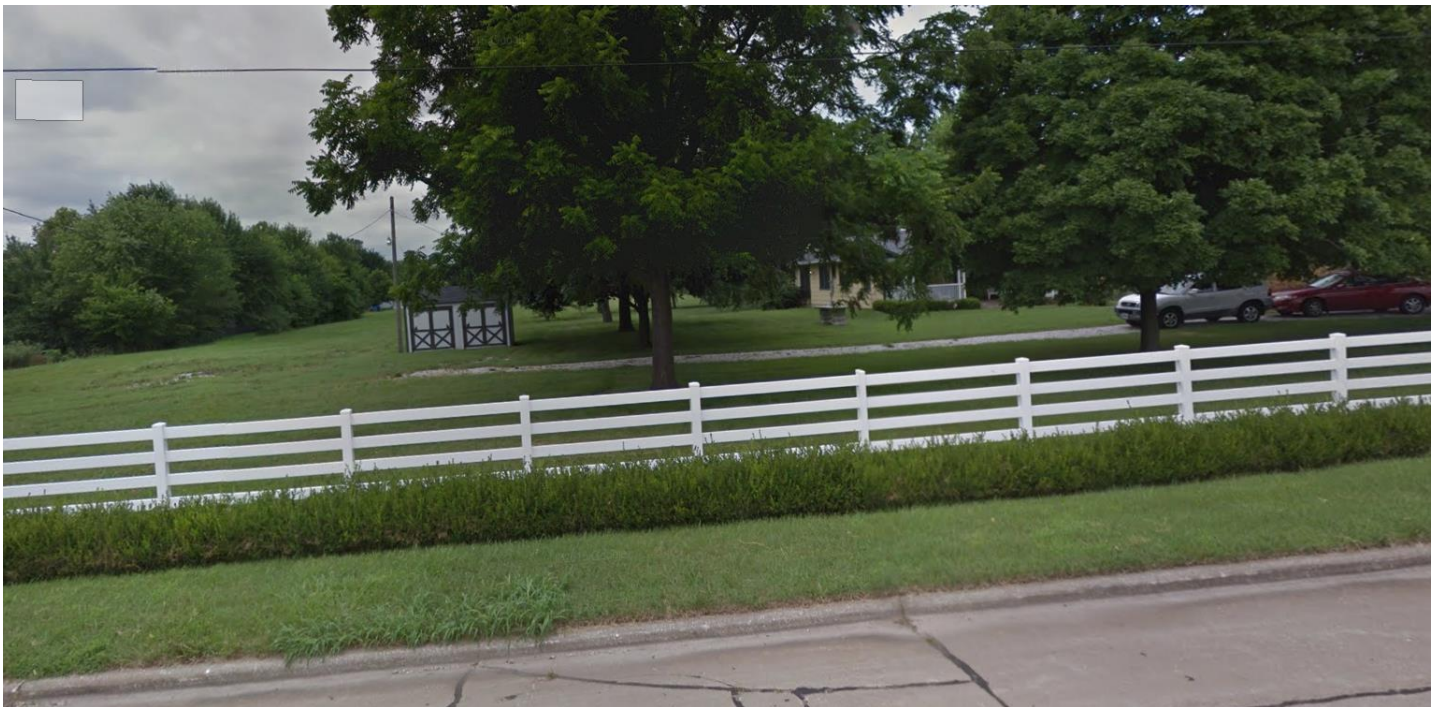
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- 3. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City’s residents
 - 4. This request is consistent with the City’s policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.

SURROUNDING ZONING AND LAND USES:				
	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	GR	R-TH
LAND USE	Single-family residences	City-owned Undeveloped Land	Commercial Uses	Duplex housing

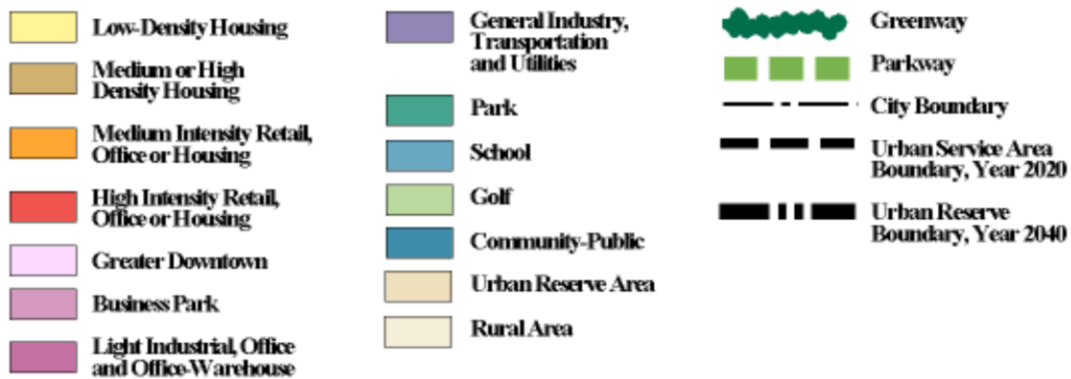
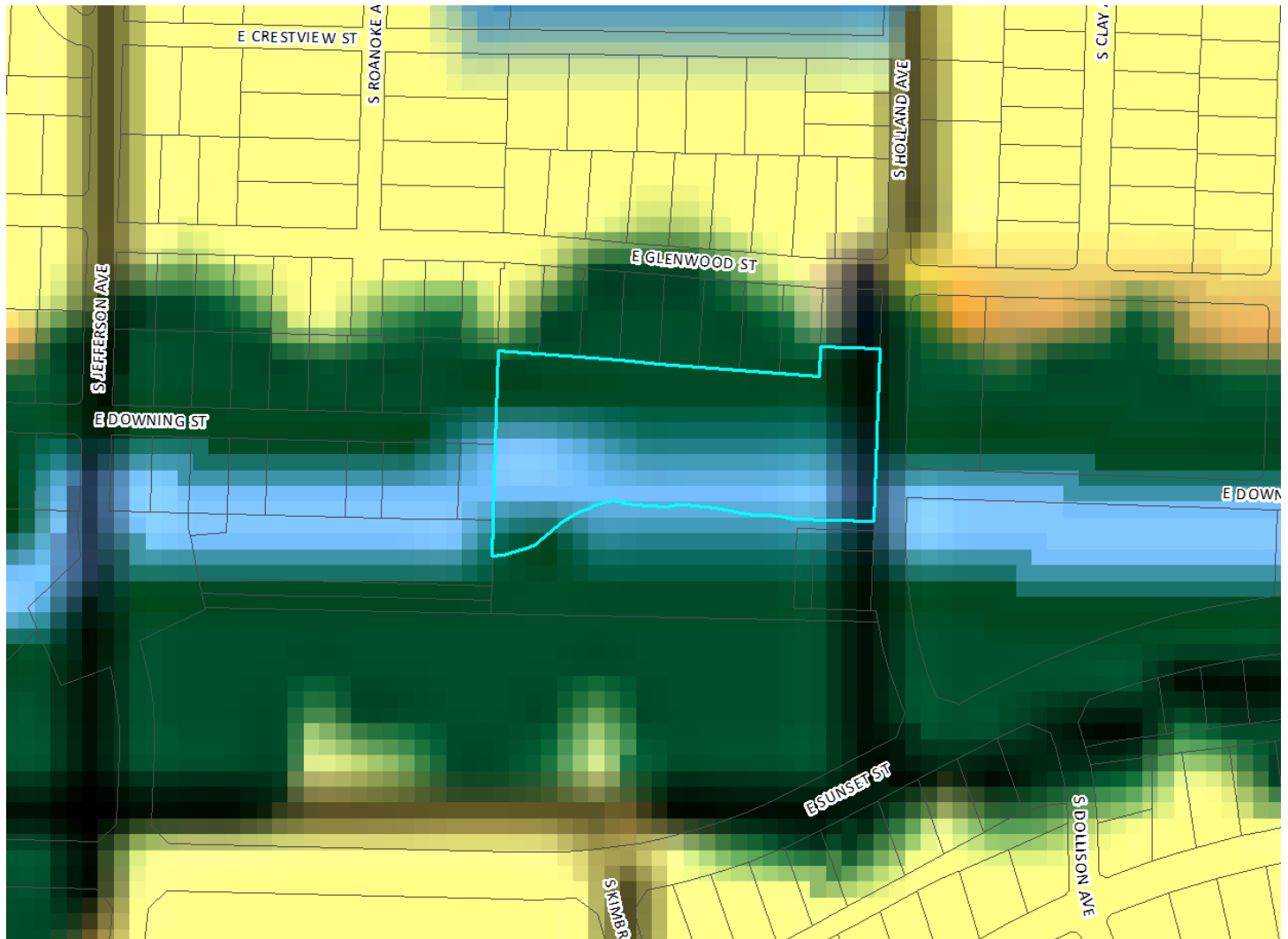
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



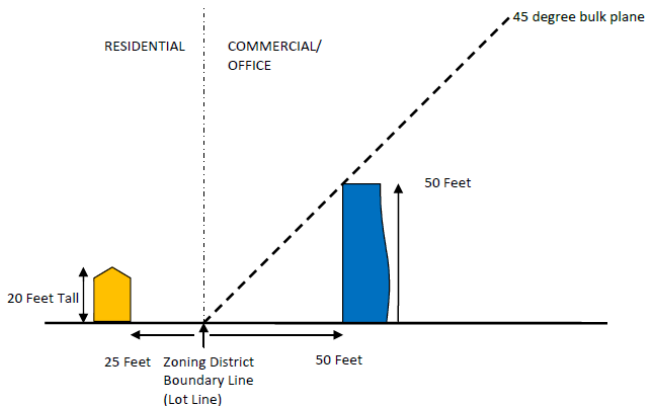
PROPERTY HISTORY:

The subject property was originally zoned R-SF, Single-family Residential in 1995 during the citywide re-mapping.

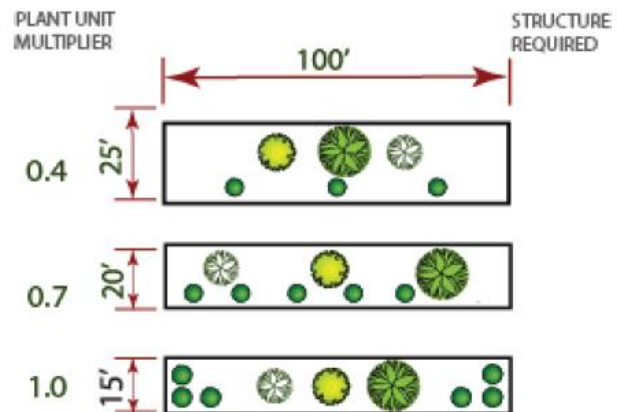
City Council denied the same request to rezone the subject property to R-LD with COD 164 on January 28, 2019. The *Zoning Ordinance* requires the owner wait six (6) months after City Council decision to apply for the same rezoning.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-LD
Use Limitations	The COD limits the maximum density to eleven (11) dwelling units per acre.
Maximum Structure Height	When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space	Not less than 20 percent
Maximum impervious area	Shall not exceed 80 percent of total lot area
BULK PLANE	BUFFERYARD AND LANDSCAPING
45-degree bulk plane is required along the north & south property line adjacent to R-SF zoning.	A Bufferyard type B is required along the north & south property line adjacent to R-SF zoning.



36-482-12- (b)



COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as a Greenway. However, the greenway is located south of this property and the map is not sufficiently detailed to determine the land use category. The properties to the north are identified as appropriate for low-density housing. The properties to the east indicate an appropriate land use as Medium Intensity Retail, Office or Housing.

The *Plan* encourages each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.

The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 3.58 acres of property generally located at the 2521 South Holland Avenue from R-SF, Single-family Residential to R-LD, Low-Density Multi-family District and establish Conditional Overlay District No. 181. The applicant intends to build a multi-family development with a maximum density of eleven (11) dwelling units per acre.
2. The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as a Greenway. However, the greenway is located south of this property and the map is not sufficiently detailed to determine the land use category. The properties to the north are identified as appropriate for low-density housing. The properties to the east indicate an appropriate land use as Medium Intensity Retail, Office or Housing. The *Plan* encourages each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis.
3. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
4. The R-LD district is intended to accommodate multifamily developments at densities up to approximately 18 units per acre. However, the applicant has limited the subject property to eleven (11) units per acre. The R-LD district is intended to serve as a transition between lower density and higher density residential districts and areas that have access for vehicular traffic from collector or higher classification streets without traversing minor streets in adjoining residential neighborhoods. The development is consistent with the intent of the R-LD district as the subject property is located adjacent to single-family housing to the north and commercial uses to the east and provides a transition between the two uses. The development intends to take primary vehicular access to Holland Avenue, classified as a Collector roadway and could potentially have a secondary access to Downing Street, classified as a local street. A turnaround is required to be constructed at the end of East Downing Street.
5. The R-LD district and proposed conditional overlay district will mitigate potential impact on the single-family family housing to the north by restricting the maximum density to no more than eleven (11) dwelling units per acres. This density limit is the same as what is allowed in the R-TH, Residential Townhouse district. This is consistent with the adjacent R-TH district to the west. The standard development requirements in the R-LD district will also require a bufferyard type B which is a minimum of fifteen (15) feet with required plantings and a 45-degree bulk plane from the south property line.
6. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on November 21, 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: 23 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 WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. Holland Avenue as a Collector roadway and E. Downing Street as a Local roadway. The standard right-of-way width for S. Holland Avenue is 30 feet from the centerline. It appears approximately 3 feet of additional right-of-way needs to be acquired along the entire length of the property frontage on S. Holland Avenue. The standard right-of-way width for E. Downing Street is 25 feet from the centerline. There appears to already be 25 feet of right-of-way from the centerline, however, a turnaround is required at the end of E. Downing Street on the west side of the proposed development. In order for this turnaround to be constructed, additional right-of-way will need to be dedicated to accommodate the improvements OR a public access easement may be dedicated for the extents of the turnaround. Amount of additional right-of-way OR easement dedicated is dependent upon type of turnaround desired. A survey is recommended to determine the exact amount of existing right-of-way. S. Holland Avenue and E. Downing Street are both City-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts for these sections of S. Holland Avenue or E. Downing Street. On-street parking is allowed along both streets.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from S. Holland Avenue. Any new/modified driveway approaches proposed will need to meet minimum spacing requirements from intersections and from each other. A driveway approach is allowable off of the proposed turnaround at the end of E. Downing Street.

SIDEWALK

There is not currently sidewalk along the property frontage of S. Holland Avenue. Sidewalk is required to be constructed along the entire length of the property frontage of S. Holland Avenue as a part of the rezoning/development.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The South Creek Greenway Trail is immediately to the south of the property pertaining to this rezoning – on the south side of the creek. There are no bus stops in the area pertaining to this rezoning. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A turnaround is required to be constructed at the end of E. Downing Street on the western end of the property. This turnaround will require dedication of additional right-of-way *OR* a public access easement *AND* public improvement plans. The required improvements must be constructed and approved or funds escrowed prior to approval of construction plans. Sidewalk and driveways should be included in these public improvement plans. A Traffic Impact Study was not required, as the change in zoning did not increase the trip generation in the AM/PM peaks by more than 100 additional trips nor did it exceed the threshold of 1,000 additional trip-ends daily. The City of Springfield does not currently have any plans to make improvements to S. Holland Avenue and/or E. Downing Street.

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	S. Holland Avenue	Collector	Yes	27	30
Street 2	E. Downing Street	Local	Yes	25	Varies
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		1	1	9	10
*Proposed Trips Generated		13	16	218	196
Additional Trips Generated		12	15	209	186

*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 South Creek drainage basin. The property is 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 is required according to Chapter 96. A fee in lieu of on-site stormwater detention will be allowed and detention is not required. If disturbing 1 acre or greater, water quality is required. The property is located in a stream buffer area and will require an easement of 80 ft on each side.

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	South Creek
Is property located in Floodplain?	Yes
Is property located on a sinkhole?	No

Is property located in a stream buffer?	Yes
Is stormwater fee in lieu an option?	Yes

FIRE DEPARTMENT COMMENTS:

No objections to rezoning.

PARKS & GREENWAYS COMMENTS:

No objections to rezoning.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-24-2019 & CONDITIONAL OVERLAY DISTRICT NO. 181

The requirements of *Section 36-382* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The maximum density for the development within the district shall not exceed 11 dwelling units per acre.
 2. A turnaround shall be constructed at the end of Downing Street, per Sec. 36-243(6) and the Public Works Design Standards. Public right-of-way or a public access easement shall be dedicated for the area of the turnaround.
 3. Documentation shall be provided demonstrating, to the satisfaction of the Director of Public Works, that flood elevations shall not increase above the base flood elevations, set by FEMA and in effect on the date of passage of this Ordinance, as a result of this development.
-



Heithaus Engineering & Associates, Inc.
Consulting Engineering & Land Surveying – *Since 1979*

535 W. Battlefield St. Springfield, MO 65807
(417) 887-3238 Fax (417) 887-1940

E-mail: HEI@heiweb.com
www.heiweb.com

December 1, 2019

Re: **Neighborhood Meeting Summary**
PLN2019-00440
Rezoning Request – 2521 S. Holland Ave.

The neighborhood meeting for this request was held on November 21st, 2019 between 4 pm to 6:30 pm at the existing residence located on the subject property at 2521 S. Holland Ave. From the 112 mailers that were sent to neighbors within a 500-ft. radius, 3 neighbor families dropped by to inquire about the proposed zoning and discuss how it may impact them.

Most of the neighbors have lived in the area for quite some time and were concerned that development would decrease their property values. We discussed that the property was already zoned Residential – Single Family and that single-family homes could be placed on the property without rezoning. We further discussed that the cost to install infrastructure for single-family development would leave little in a developer's budget for the house construction. This would likely result in less-than desirable single-family housing in the area.

Alternately, providing a more “clustered” development with the lowest Residential-Low Density zoning (maximum 11 DU's/acre), offers the benefit of having more-upscale units. The proximity to South Creek and the walking trails offers the appeal for an upscale, low-density apartment style development.

One neighbor noted a concern for the maximum height of the proposed apartment buildings. It was discussed that similar to a single-family home permitted with the existing zoning, 2-story apartments would be appropriate for this development. We also discussed the nice row of existing mature evergreens that would remain as part of the landscape buffer the City would require between this development and the existing residential.

The neighbors noted that that their existing homes routinely get water in their crawl spaces from the high-water table. They each noted they have installed sump pumps in their crawl space to help manage this.

The neighbors also noted having seen water in the fields of the undeveloped property and were concerned that development outside of the floodway in the floodplain could cause flooding problems for them. We discussed that this property was lower (downstream) from their homes and would not cause flooding to their homes. We also discussed that if the rezoning request is approved, the City Stormwater Department would require the development to provide a no-rise certification prior to developing.

The neighbors were particularly concerned with the existing flooding at 501 E. Downing Street. We discussed how this property does not drain to that location and would not worsen the existing problem. Additionally we viewed the City's GIS map with them and discussed how large of a drainage area was being conveyed down Roanoke Ave. The duplex at 501 E. Downing was constructed in the drainage path at the end of Roanoke. There is a small swale on the side of duplex that is not adequate for this drainage area.



The neighbors voiced concerns about traffic along Glenwood St. and Jefferson Ave. We discussed if rezoned, the property would be developed with gated access from both Downing St. & Holland Ave to which would reduce traffic impacts to Glenwood.

The neighbors were concerned with the existing traffic problems at Holland Elementary School during the morning and afternoon drop-off / pick-up hours. In particular, they were concerned with how narrow Crestview along the south side of the school parking was and that with current construction activities along Crestview, it was impassible during these hours. We reviewed Google street views and the City's GIS map and agreed that the Crestview is particularly narrow with only 15'± wide roadway and open drainage ditches. We discussed that there is enough street right-of-way that Crestview could be widened and that the School property was large enough that it would be possible to relieve the traffic concerns. We encouraged them to mention these concerns to the School Board and City Traffic Dept.



Finally, the neighbors inquired as to whether the existing school system would be able to handle the additional children that could be housed with the proposed development. We discussed that based on the number of apartments, the additional children would not likely have a significant impact. For example, if half of the apartments had children, the ages of the children would not likely coincide and amount to a significant number (i.e. two infants, two in preschool, one in Kindergarten, two in 1st grade, one in 3rd grade, two in 4th grade, etc.). We also discussed that the School Board routinely evaluates school populations and adjusts school boundaries as needed.



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

Respectfully,

Teresa A. Davison

Teresa A. Davison, P.E.

Name	Phone #	Address
Glenda Turner	887-8940	611 E Glenwood
Martin Jones	496 6623	2451 S Holland
Bruce Stevenson for Jeff Williams	605-3599542	639 E. Glenwood St

Neighborhood Meeting - Sign In

Rezoning Request for 2521 S. Holland Ave.
Thursday, November 21st, 2019 (4 PM to 6:30 PM)

Sparlin, Michael

From: Bruce Steventon <bsteventon@gmail.com>
Sent: Tuesday, November 26, 2019 9:44 AM
To: Zoning@springfieldmo.gov
Subject: Comments from Neighborhood Meeting 11/21/2019

To Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield, Missouri, 65801

Hello, my name is Bruce Steventon and I am responding on behalf of my father-in-law, Jeff D. Williams, 639 E Glenwood St, Springfield, Missouri, 65807, regarding a Neighborhood Meeting on 11/21/2019 concerning a request to rezone the property at 2521 S Holland Ave.

(I am responding on Jeff Williams' behalf because my wife and I have been caring for her folks since her dad's stroke in 2018. He doesn't like using the phone, so he always directs people to call my phone number: 605-359-9542.)

I've discussed the details of the meeting with Jeff Williams and we have the following comments:

The property in question is in a flood zone. The water sheds from up the hill to the north. Many of the homes along Glenwood have water problems when there is a heavy rain. If single units were built on the land belonging to 2521 S Holland, I would never live there or recommend it to friends because of the local water problems. If measures were taken to protect the new buildings from the water, I would be concerned that those measures could adversely affect other home owners in the immediate area.

As a second concern, some years ago, subsidized apartments were built straight east of the property in question. Recently, new apartments were built to the west (downstream along South Creek off Jefferson). I am concerned that more apartments will have an adverse effect on the local property values.

Perhaps the city should obtain the property at 2531 S Holland and add it to the South Creek Greenway Trail Parks Property. This would not cause additional water issues, it would also protect the area wildlife that live in the vicinity.

Thank you for your consideration of our concerns, and the concerns of others living in this neighborhood.

Bruce Steventon

P. S. As a final thought, I know a man who inquired about 2521 S Holland before it was bought by the current owner. He wanted to build a workshop on the property but he was told that he could not build because it is a flood zone. I would have to think that the current owner would have been told it is a flood zone, and that is why he was able to get several acres of property within the city for such a low price.

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Sparlin, Michael

From: Martha wells <mandmwells@msn.com>
Sent: Monday, November 18, 2019 7:19 PM
To: Zoning@springfieldmo.gov
Subject: Development Comment Card

11/18/19
660-227-1880
Martha Wells
604 E. Glenwood St.
Springfield MO 65807
Project Address: 2521 S. Holland Ave. Springfield MO 65807

The property proposed for rezoning is south of my property. My back yard is separated by a chain link fence from the said property. Mr. Ballard has not made any changes to the property other than mowing the property. The neighbors in this area are concerned about additional run-off water and the potential for more flooding on the property and in the area. This property is in a flood plane. Heavy rains cause many of the houses in this area to have water collect under the houses. Most of the homes in the Seminole/Holland neighborhood have a sump pump in the crawl spaces. For this property to be developed correctly, I believe major flood control measures will have to be considered and developed before anything can be done to the property if this rezoning is passed. Does the City of Springfield want another flooded neighborhood with the potential for having to buy out peoples homes to correct a flood problem?

Between National and Kansas Expressway on Sunset Avenue, housing development is on the rise in this area. I just wonder how much water run-off South Creek will be able to absorb before it becomes a very major flooding issue.

Mr. Ballard has proposed 11 units per acre. It is my understanding that there is almost 3 acres of land on this property. That would mean almost 33 housing units plus a parking lot. All I can think about is that will mean a lot of concrete. Where is all the water going to go if there is a major flooding event? Into my back yard and under my house!!

I like my quiet neighborhood. I like the privacy of my backyard. I won't have privacy if there are 33 units developed in this field. Would any of the commission members or city council members want this in your backyard? I guarantee the answer would be "NO!"

Please consider voting "No" again against the rezoning of this property. The neighbors and I would greatly appreciate your thoughtful consideration in this rezoning issue.

Sincerely,
Martha Wells
Sent from [Mail](#) for Windows 10

Sparlin, Michael

From: stephanie nobles <stephaniesuenobles@yahoo.com>
Sent: Friday, November 15, 2019 11:05 AM
To: Zoning@springfieldmo.gov
Subject: zoning change

this in in reference to project address 2521 S Holland Ave.
my name is Stephanie S Nobles
I reside at 603 E Glenwood
My phone number is 417/823-9759

My comment is "Why is this issue coming up again? He tried this last year and was turned down by your commission. He has made No improvements on the land and our flooding problems have not improved, but has actually eroded over the last year.
Please again look at our issues with flooding. If he is granted this zoning change, it will make what is already Bad to Really Bad.
Thank for your time and consideration.
Stephanie Nobles

One-rdg. _____
P. Hmgs. _____
Pgs. 114
Filed: 01-07-20

Sponsor: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 008

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Memorandum of Agreement with the Federal Highway Administration and the Missouri State Historic Preservation Office for mitigation of adverse effects from the Jefferson Avenue Footbridge Rehabilitation.

WHEREAS, the City of Springfield has embarked on a project to rehabilitate the Jefferson Avenue Footbridge and has entered into an agreement to receive \$2,000,000 in federal funds; and

WHEREAS, the use of these funds requires an agreement between the parties on how the historic mitigation of the structure will proceed; and

WHEREAS, execution of attached Agreement, "Exhibit 1," allows the rehabilitation of the Jefferson Avenue Footbridge to move forward.

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

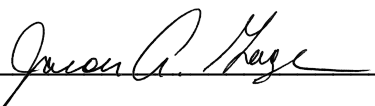
Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Federal Highway Administration and the Missouri State Historic Preservation Office, said agreement to be substantially in the form and content as set forth in "Exhibit 1," which is attached hereto and incorporated herein by this reference.

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

Passed at Meeting: _____

Mayor

Attest: _____, City Clerk

34
35 Filed as Ordinance: _____
36
37
38 Approved as to Form: , Assistant City Attorney
39
40
41 Approved for Council Action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-008

FILED: 01-07-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Memorandum of Agreement with the Federal Highway Administration and the Missouri State Historic Preservation Office, for mitigation of the adverse effects the rehabilitation of the Jefferson Avenue Footbridge will have on the historic nature of the bridge.

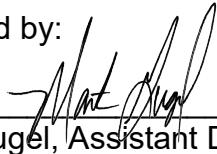
BACKGROUND INFORMATION: The Jefferson Avenue Footbridge was added to the National Register of Historic Places in 2003. The bridge was closed in March of 2016 due to structural concerns. As a result of multiple public meetings and Council guidance it was determined that the structure would be rehabilitated. An STP-Urban Program Agreement between Missouri Highways and Transportation Commission ("MHTC") and the City of Springfield was executed in July of 2018 designating \$2,000,000 in STP-Urban funding with a \$500,000 City match, for a total of \$2,500,000 to reconstruct the bridge. This amount is based on the rehabilitation estimate, which does not include preserving the span over the plaza on the south end of the bridge. The construction bid documents will contain an alternate that would rehabilitate and preserve this southern span. If the City does not receive a bid that would allow the base bid and alternate to be constructed for the budgeted amount, the City will document this span for historical purposes. The City has been working through the Federal Historic Preservation Act Section 106 process, a requirement for using the STP-Urban funding, and as a result of the Section 106 process has drafted this Agreement between the MHTC and the Missouri State Historic Preservation Office ("SHPO") on how to handle the historic mitigation of the structure. MHTC and SHPO agree to the language in this Memorandum of Agreement. Signing this agreement allows the rehabilitation of the bridge to move forward.

Supports the following City Council Priorities:

- Public safety
- Quality of Place
- Economic vitality

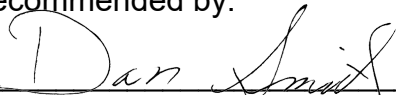
REMARKS: Public Works recommends approval of this Council bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE MISSOURI STATE HISTORIC PRESERVATION OFFICE
AND THE
CITY OF SPRINGFIELD
FOR THE MITIGATION OF ADVERSE EFFECTS**

TO HISTORIC PROPERTY: Jefferson Avenue Footbridge between Commercial Street and E. Chase Street over Santa Fe and Frisco Rail Yard in Greene County,

UNDERTAKING: Rehabilitation and ADA upgrades of the Jefferson Avenue Footbridge, including elevators on each side. Project Number STP – 5903(803) (Information to Accompany-Appendix A).

STATE: Missouri

AGENCY: Federal Highway Administration

WHEREAS, the Federal Highway Administration (FHWA) Missouri Division is the federal agency responsible for ensuring the undertaking complies with Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. 306108) codified in its implementing regulations 36 CFR Part 800, *Protection of Historic Properties*; and

WHEREAS, the duties of the State Historic Preservation Office (SHPO) pursuant to Section 106 of the NHPA and 36 CFR Part 800 include responsibilities to advise, assist, review, and consult with Federal agencies as they carry out their historic preservation responsibilities and to respond to Federal agencies' requests within a specified period of time; and

WHEREAS, the City of Springfield plans to rehabilitate the Jefferson Avenue Footbridge in Greene County, Missouri, using funding from the Surface Transportation Program (STP) funded by the FHWA and matching funds from the City of Springfield, Missouri; and

WHEREAS, the Missouri Department of Transportation (MoDOT) administers Federal-aid projects throughout the State; the MoDOT's Historic Preservation staff has assisted the consulting parties in the drafting of this agreement document and will aid the execution of it; and

WHEREAS, the City of Springfield consulted with MoDOT, acting on behalf of the FHWA, and has determined that the undertaking's area of potential effects (APE), as defined at 36 CFR 15 800.16(d), has been identified as the footprint of the undertaking, including new right of way, including permanent and temporary easement for the archaeological resources. For architectural and bridge resources the APE has been defined as the new right of way and permanent easements, demolition easements and a buffer of one hundred (100) feet for the consideration of direct and indirect effects, as described in the attached Information to Accompany this Memorandum of Agreement (MOA); and

WHEREAS, the archaeological investigations did not reveal any known sites in the APE, and the proposed work require no ground disturbing activities in this urban environment; and

WHEREAS, the FHWA has determined that the Jefferson Avenue Footbridge was listed on the National Register of Historic Places (National Register) on September 2, 2003 under criterion C and has consulted with the SHPO pursuant to 36 CFR Part 800; and

WHEREAS, the rehabilitation project is located adjacent to the Commercial Street Historic District, listed March 29, 1983; and the proposed rehabilitation project will have no adverse effect of the historic district; and

WHEREAS, the FHWA has determined that the proposed improvements will have an adverse effect upon on the Jefferson Avenue Footbridge; a property listed on the National Register (see attached Information to Accompany); and has consulted with the SHPO pursuant to 36 CFR Part 800, *Protection of Historic Properties*, regulations implementing Section 106 of the NHPA (54 U.S.C. § 306108), as amended; and

WHEREAS, the FHWA has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination on February 28, 2019 and the Council has chosen not to participate in this MOA on March 14, 2019; and

WHEREAS, the FHWA recognizes that the Cherokee Nation, Delaware Nation, Delaware Tribe of Indians, Eastern Shawnee Tribe of Oklahoma, Kickapoo Tribe of Kansas, Kickapoo Tribe of Oklahoma, Miami Tribe of Oklahoma, Osage Nation, Shawnee Tribe and the United Keetoowah Band of Cherokee Indians in Oklahoma have an interest in the undertaking area, and FHWA has consulted with them on a government-to-government basis on January 17, 2019; and,

WHEREAS, the Delaware Tribe of Indians asked to be notified only if human remains are discovered and the Cherokee Nation asked to be consulted if items or cultural significance are discovered; and

WHEREAS, Bridgehunter.com (James Baughn), the Commercial Club of Springfield (Mary Collette), Historic Bridge Foundation (Kitty Henderson), Historicbridges.org (Nathan Holth), Landmarks Board of Springfield (Paden Chambers), C-Street CID (Lyle Foster) and William Angle (Commercial Street business owner) have been notified of undertaking and have been invited to participate in consultation; and

WHEREAS, the Commercial Club of Springfield, Historic Bridge Foundation, Historicbridges.org, Landmarks Board of Springfield and William Angle have accepted the invitation to consult; and

WHEREAS, public involvement for this undertaking has been handled in accordance with the City of Springfield public involvement policies and procedures; and

WHEREAS, KSPR (ABC), KRBK (FOX), KTTS (radio) and Springfield News-Leader (print) covered news about the closure of the Jefferson Avenue Footbridge and public meetings; and

WHEREAS, public meetings were held in November 2016, January and December 2017, and January, March, and June 2018 in Springfield, Missouri and information about the undertaking, historic properties and the undertaking effects on historic properties was made available to the public; and

WHEREAS, 350 separate written responses were received during the November 2016 public meeting and 95 written responses were received during the March 2018 public meeting; and

WHEREAS, comments received from the public included: the wish to have the historic bridge preserved, restoration preferable to rehabilitation, a phased approach for completing work, concerns over elevator or lift maintenance, ensure ADA sidewalk connectivity, security and inappropriate use by bicyclists and skateboards; and

WHEREAS, the public favored an elevator/lift with stairs for ADA accessibility and lights for lighting on the bridge; and

WHEREAS, to the best of the FHWA's knowledge and belief, no human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001), are expected to be encountered; and

NOW, THEREFORE, the FHWA and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

FHWA, with the assistance of City of Springfield, shall ensure that the following measures are carried out by, or under the direction of, a professional who meets the *Secretary of the Interior's Professional Qualification Standards* for History and/or Architectural History, as amended (36 CFR Part 61):

1. Archival Documentation

The City of Springfield shall develop, or contract to develop, archival documentation to the following specifications:

- a. Prior to letting the undertaking, City of Springfield shall take archival photographs of the bridge.
 - i. Take archival photographs, consistent with the NRHP standards, with sufficient coverage of the parts of the bridge that will be modified, and which were not photographed in the NRHP documentation.
 - ii. Prior to letting, consult with the SHPO regarding the adequacy of coverage for the bridge and the selection of images.
 - iii. Print (5x7) and label photographs in a manner consistent with NRHP standards.

- iv. Provide original photographs and digital images (black and white .tiff images and color .jpeg images) on archival discs to the SHPO and City of Springfield will maintain original photographs and digital images.
- b. Take drone videos of bridge and modified areas. Selected video will be available on-line and/or on DVD in a location to be determined at a later date through consultation.
 - i. Include historical photographs of the bridge in video.
 - ii. Include narrated facts about the bridge in video.
 - 1. Narrated facts may cover construction and engineering and/or history of the bridge.
 - 2. Consulting parties will be given the opportunity to comment on the video prior to be finalized. City of Springfield will distribute by whatever means are available.
 - 3. Consulting parties will have 30 days to review the video and provide comment.
 - 4. Consultation to address substantive comments and to resolve any conflicts shall occur prior to the final editing of the video. Consolation may be conducted by in-person meeting, conference call or e-mail, as needed to resolve any conflicts.
- c. Provide one (1) interpretive panel to be installed on the south side of bridge. The panel will focus on the physical changes that have been made to the bridge over time, and will provide a link to drone video.
 - i. The panel text shall be made available to all consulting parties for a thirty (30) day review period prior to the creation of the panel.
 - ii. The panel text shall be made available to FHWA, SHPO and the City of Springfield for a thirty (30) day review period prior to creation of the panel.
 - iii. Comments from FHWA, SHPO, the City of Springfield and consulting parties shall be incorporated into the panel.
 - iv. Panel location shall be determined once the design of the rehabilitation and ADA improvements are finalized and in consultation with the various consulting parties.
- d. Original construction plans shall be digitized, as available, and as their condition permits. Copies of the original construction plans shall be provided as part of the documentation in paper and digital format (.pdf).

2. DURATION

This agreement shall commence upon having been signed by the FHWA, the City of Springfield and SHPO and shall be null and void if its terms are not carried out within five (5) years from the date of its execution, unless the FHWA and SHPO agree in writing to an extension for carrying out its terms.

3. POST-REVIEW DISCOVERIES

- a. If cultural resources are encountered during construction:
 - i. The contractor shall immediately stop all work within a 50-foot buffer around the limits of the resource, and shall not resume without specific

- authorization from a MoDOT Historic Preservation (MoDOT HP) Specialist.
- ii. The contractor shall notify the MoDOT Resident Engineer or Construction Inspector, who shall contact the MoDOT HP within 24 hours of the discovery.
 - iii. MoDOT HP shall contact FHWA and SHPO within 48 hours of learning of the discovery to report the discovery after a preliminary evaluation of the resource and reasonable efforts to see if it can be avoided.
 - iv. If it is determined that it is a historic property that will be adversely affected by the undertaking, MoDOT HP will immediately notify FHWA and SHPO of the finding and provide recommendations to minimize or mitigate the adverse effect.
 - v. FHWA will notify the Council and any tribes that might attach religious and/or cultural significance to the property within 48 hours of this determination.
 - vi. FHWA shall take into account Council and Tribal recommendations regarding the eligibility of the property and proposed actions, and direct MoDOT to carry out the appropriate actions.
 - vii. MoDOT will provide FHWA and SHPO with a report of the actions when they are completed.
 - viii. FHWA shall provide this report to the Council and the Tribes.
- b. The FHWA recognizes that any human remains (other than from a crime scene or covered under Missouri's Cemeteries Law, §§ 214. RSMo) that may be discovered during project activities and are located on non-federal land are subject to the immediate jurisdiction of the SHPO, albeit FHWA or its delegate is responsible to have a professional archeologist analyze the remains and advise SHPO of the physical location and cultural and biological characteristics, and if SHPO determines, as per the consultation conducted under Stipulation 3(c)(VII), excavation is warranted such remains will be handled pursuant to the Missouri Unmarked Human Burial Sites Act, §§ 194.400 – 194.410, RSMo, and subject to the provisions of the Native American Graves Protection and Repatriation Act as may apply.
- c. If human remains are encountered during construction:
- i. The contractor shall immediately stop all work within a 50-foot radius of the remains and shall not resume without specific authorization from either the SHPO or the local law enforcement officer, whichever party has jurisdiction over and responsibility for such remains.
 - ii. The contractor shall notify the MoDOT Construction Inspector and/or Resident Engineer who will contact the MoDOT HP section within 24 hours of the discovery.
 - iii. MoDOT HP staff will immediately notify the local law enforcement (to ensure that it is not a crime scene) and the SHPO as per RSMo 194 or to notify SHPO what has occurred and that it is covered by Missouri's Cemeteries Law, §§ 214. RSMo.

- iv. MoDOT HP staff will notify FHWA that human remains have been encountered within 24 hours of being notified of the find.
- v. If, within 24 hours, the contractor is unable to contact appropriate MoDOT staff, the contractor shall initiate the involvement by local law enforcement and the SHPO. A description of the contractor's actions will be promptly made to MoDOT.
- vi. FHWA will notify any Indian tribe that might attach cultural affiliation to the identified remains as soon as possible after their identification.
- vii. FHWA shall take into account Tribal recommendations regarding treatment of the remains and proposed actions, and then direct MoDOT HP to carry-out the appropriate actions in consultation with the SHPO.
- viii. MoDOT, under FHWA oversight, shall monitor the handling of any such human remains and associated funerary object, sacred object or objects of cultural patrimony in accordance with the Missouri Unmarked Human Burial Sites Act, §§ 194.400 – 194.410, RSMo.

4. MONITORING AND REPORTING

Within one year after carrying out the terms of the MOA, the City of Springfield shall submit to MoDOT HP a management summary regarding the actions taken to fulfill the terms of the agreement; MoDOT HP, upon approval of the document, will deliver the document to FHWA, who shall provide it to all signatories and file a copy with the Advisory Council for Historic Preservation per 36 CFR 800.6(b)(iv).

5. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of the MOA are implemented, the FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:

- a. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution to the Council. The Council shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the Council or signatories, and provide them with a copy of this written response. FHWA will then proceed with its final decision.
- b. If the Council does not provide its advice regarding the dispute within the thirty (30) day time period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA and provide them and the Council with a copy of the written response.
- c. FHWA's responsibility to carry out all other actions subject to the terms of the MOA that are not the subject of the dispute remain unchanged.

6. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the Council.

7. TERMINATION

If any signatory to this MOA determines its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation 6 above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, FHWA must either (a) execute an MOA pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comment of the Council under 36 CFR 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

8. Three (3) copies of this signed MOA will be provided, one to each signatory. FHWA will transmit an electronic copy to the Council for inclusion in their files.

Execution of this MOA by the FHWA, the SHPO and the City of Springfield and the implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

The remainder of this page intentionally left blank

Signed:

FEDERAL HIGHWAY ADMINISTRATION:

By: _____ **Date:** _____

Title: _____

THE MISSOURI STATE HISTORIC PRESERVATION OFFICE:

By: _____ **Date:** _____

Title: _____

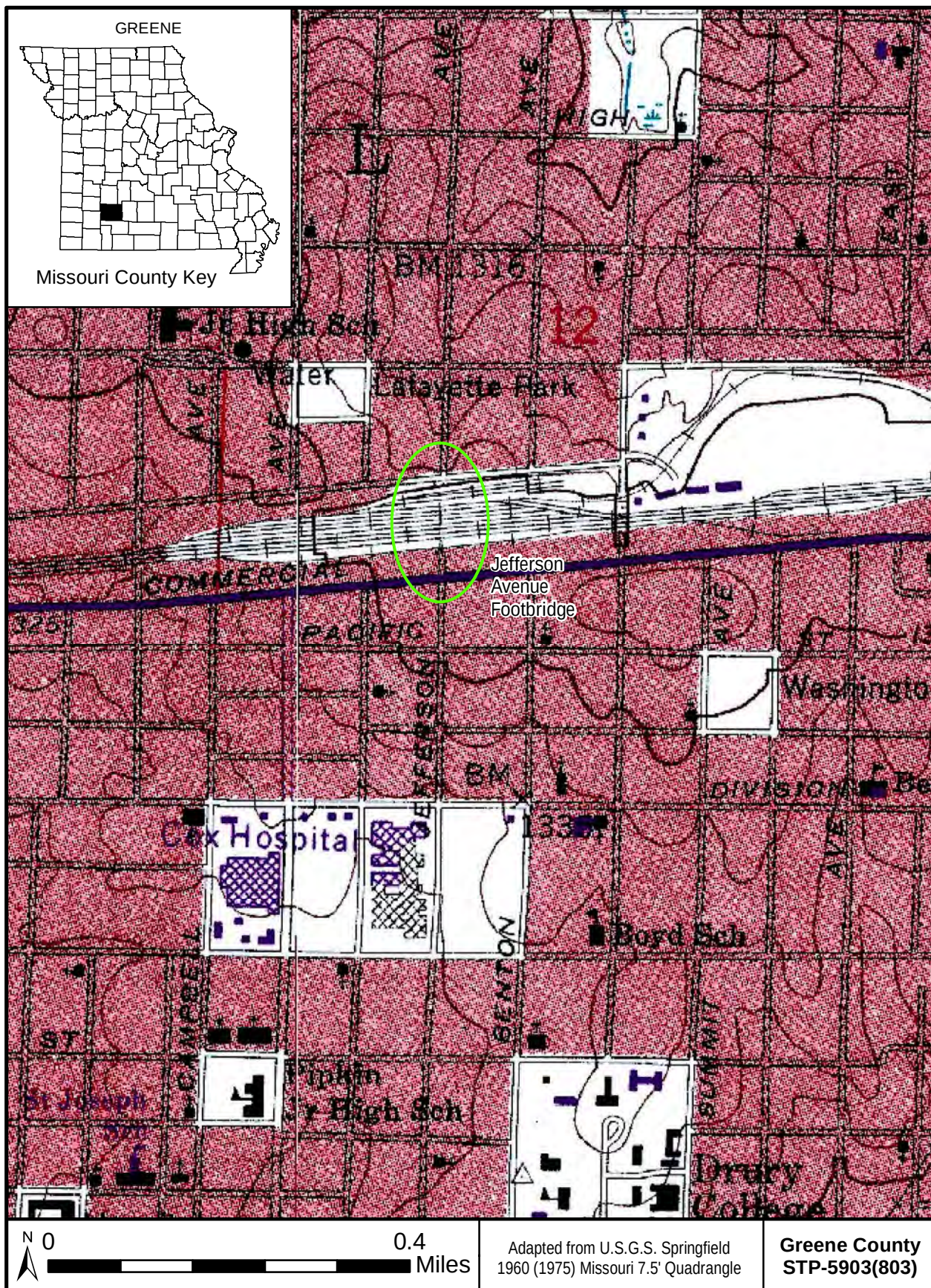
CITY OF SPRINGFIELD:

By: _____ **Date:** _____

Title: _____

Appendix A: Location Map

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Appendix B: Project Plans

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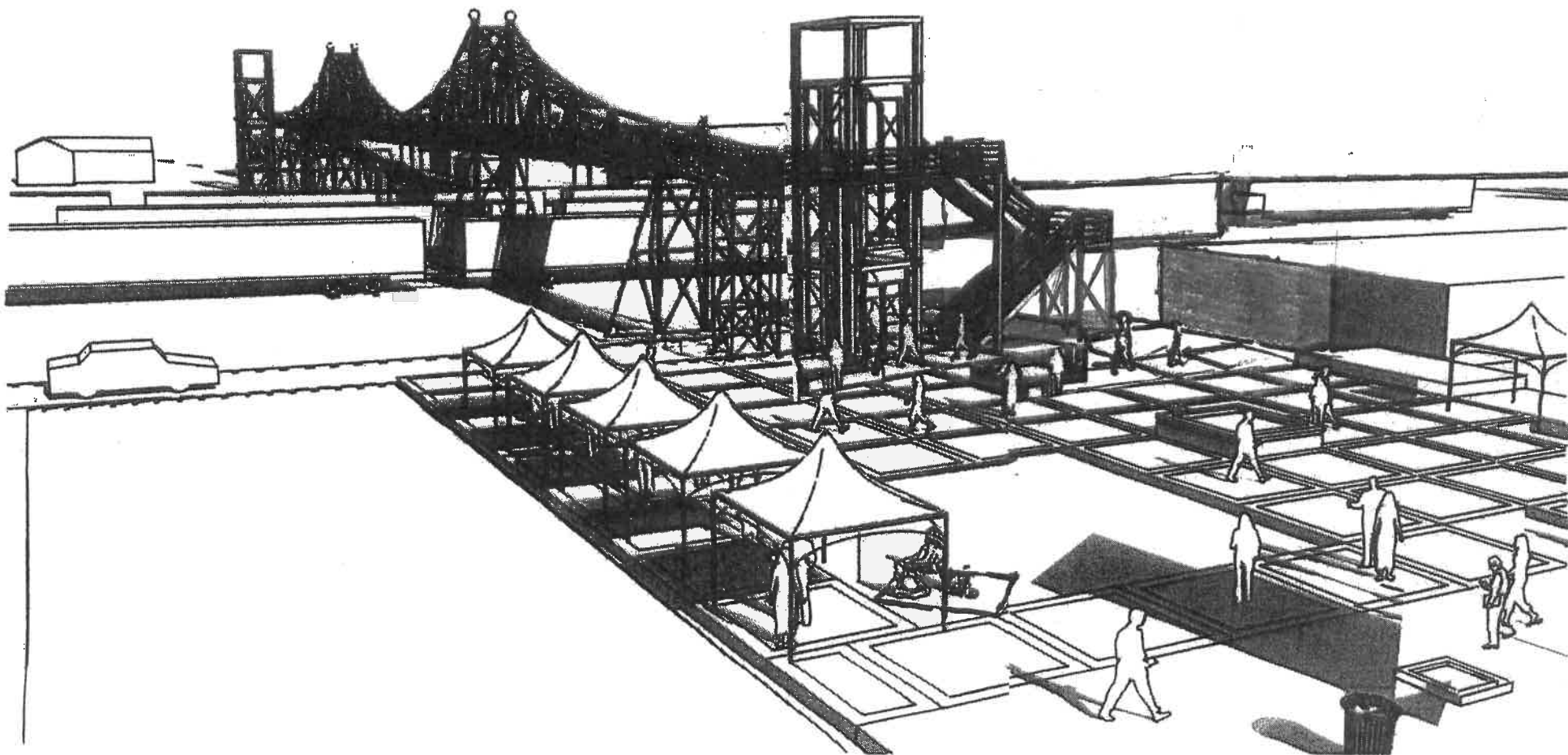
Appendix B: Scope of Work

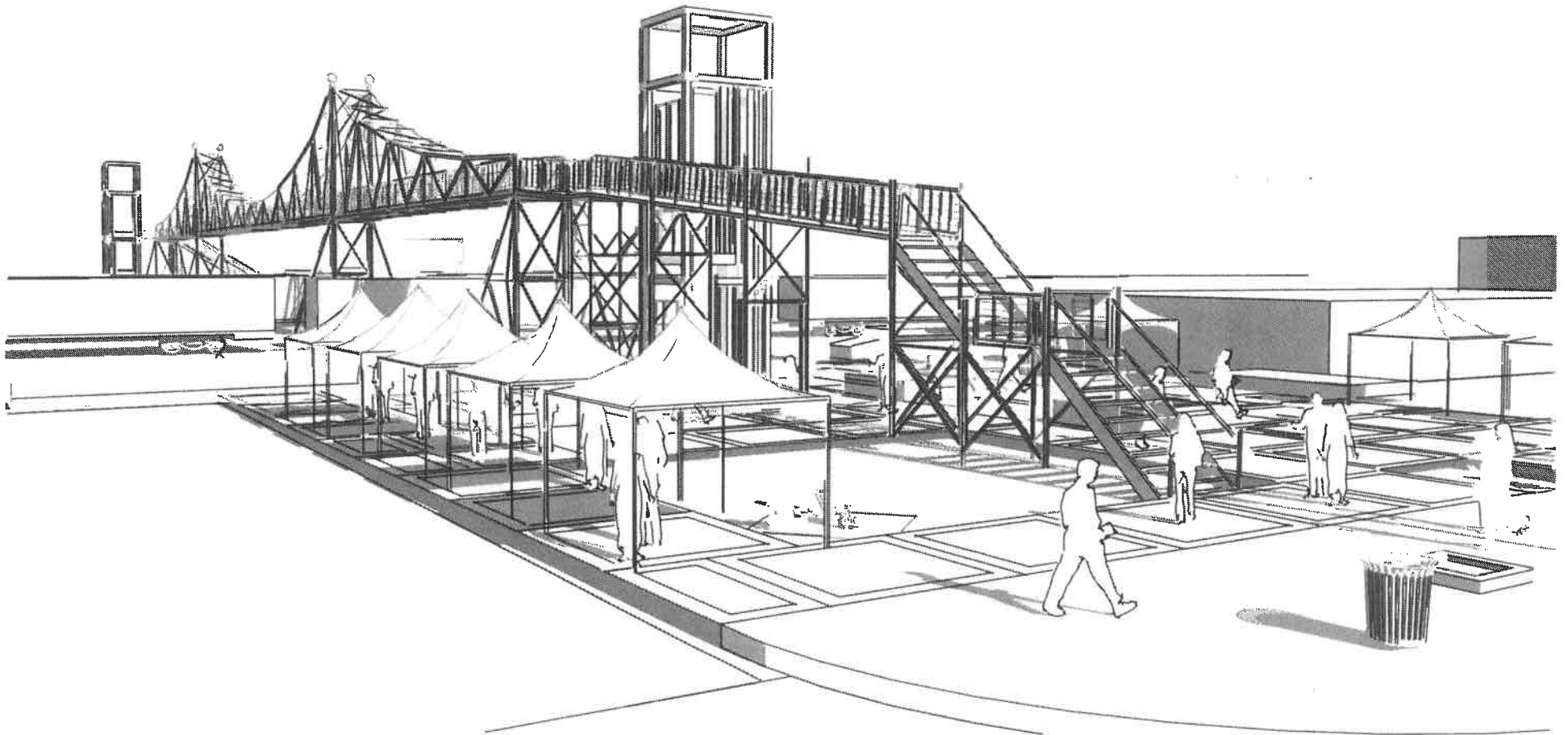
Narrative of the Scope of Work

The City of Springfield intends to rehabilitate the existing main truss bridge and towers. This work will consist of repairing and replacing existing deficient members with members of similar size and shape. The existing north approach stairs will be rehabilitated by repairing and replacing existing deficient members with members of similar size and shape. The existing south approach ramp and stairs will be removed. The steel bridge, towers and approaches will have the existing paint removed and new painted applied. New construction will consist of constructing an elevator contained in a hoist way structure on both the north and south ends of the bridge. The elevator will access the existing bridge from a landing at the bridge deck level. For the north approach access will be located on the west side of the bridge and on the south approach access will be located on the east side. The goal will be to minimize the visual impacts of the elevator, keeping the structural members to a minimal profile. In addition, the south access will include the construction of a new stairway. All new elements that were not a part of the structure prior to this rehabilitation project will be differentiated by a different paint color (primarily the elevators and the south stairway). Bridge lighting will also be included within the Scope of Work. This work will be the Base Bid for the project.

The rehabilitation of the south approach ramp and stairs will be included as an alternate bid to the construction. The award approval of this alternate bid work will be contingent upon the availability of funds based upon the project budget and competitive bids received.

Note: The attached exhibits represent the concepts of the work described here showing the general proximity of the elevators and elements. Exhibit A shows the Base Bid and Exhibit B shows the Bid Alternative.





Appendix C: Photographs and Additional Historic Information

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Jefferson Avenue Footbridge, west profile, facing northeast



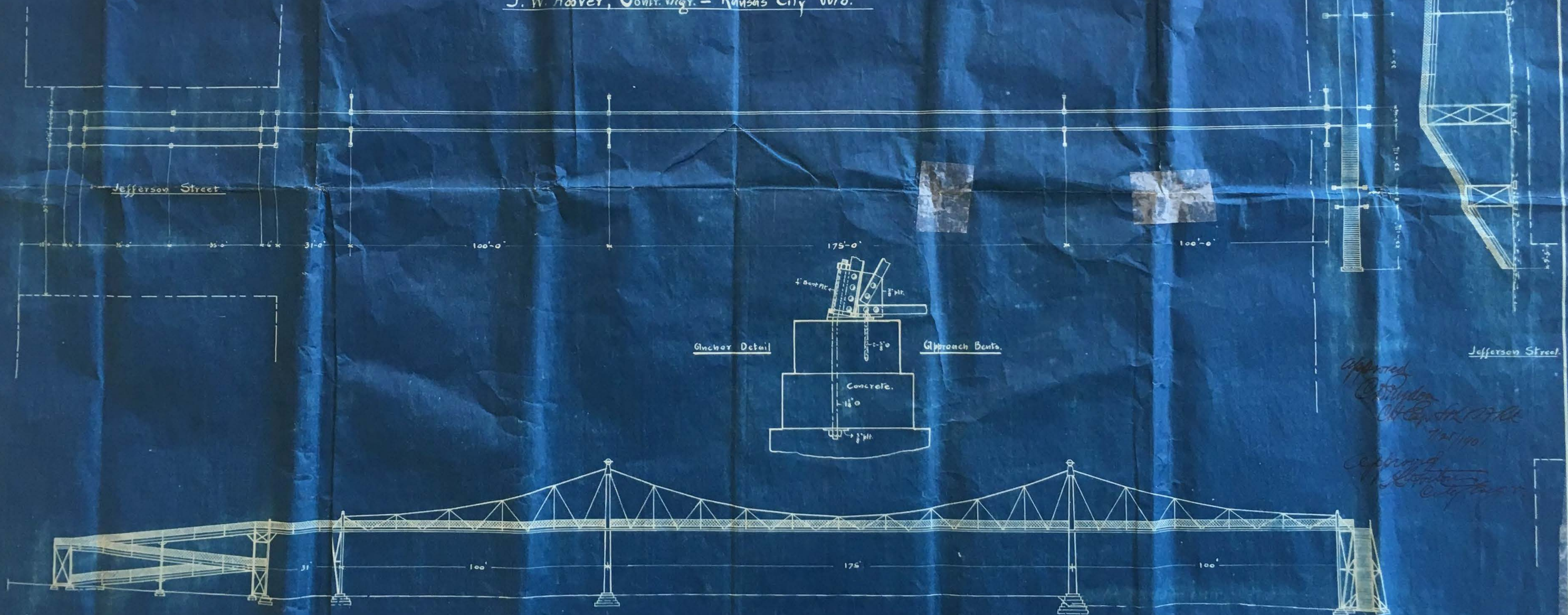
Jefferson Avenue Footbridge, east profile, facing northwest

Greene County
STP-5903(803)

General Plan for Foot Bridge on Jefferson Street.
Springfield Mo.

Design Submitted by The American Bridge Company of New York.

J. W. Hoover, Contr. Mgr. - Kansas City Mo.



Approved
City Engineer
7/21/1901
Approved
City Engineer





Appendix D: Correspondence

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From: Peters, Taylor [<mailto:taylor.peters@dot.gov>]
Sent: Thursday, January 17, 2019 3:00 PM
To: Elizabeth Toombs <elizabeth-toombs@cherokee.org>; kpenrod@delawarenation.com;
bobermeyer@delawaretribe.org; bbarnes@estoo.net; fred.thomas@ktik-nsn.gov;
roriking@kickapootribeofoklahoma.com; dhunter@miamination.com; ahunter@osagenation-nsn.gov;
jwmunkres@osagenation-nsn.gov; programs@shawneeculture.org; sbird@ukb-nsn.gov
Cc: Michael Meinkoth <Michael.Meinkoth@modot.mo.gov>; Ball, Raegan (FHWA)
<raegan.ball@dot.gov>
Subject: <EXTERNAL> Section 106 tribal notification; STP-5903(803), Greene County, Jefferson Avenue

To Whom It May Concern:

The City of Springfield, Missouri, is currently planning to rehabilitate the Jefferson Avenue pedestrian bridge using Federal Highway Administration (FHWA) funds. Attached is notification of this proposed Section 106 undertaking that is in a county your Tribe has an expressed interest in and has requested Section 106 consultation status – <https://www.modot.org/tribal-consultation>.

FHWA is to consult with any Indian tribe that may attach religious and cultural significance to historic properties that may be affected by this undertaking. Please review the attached form and provide any comments you have concerning the project to me, and copy Mike Meinkoth with the MoDOT Historic Preservation Section who is copied on this email. If you have a question or need clarification regarding the attached MoDOT project, please contact Mike Meinkoth and copy me.

Sincerely,

Taylor Peters
Environmental Protection Specialist
Missouri Division Office
Federal Highway Administration
3220 W. Edgewood, Suite H
Jefferson City, Missouri 65109
573-638-2621

Missouri Department of Transportation
Section 106 Undertaking Initial Notification Form

Date: January 17, 2019

Proposed Project Information

Job Number: STP-5903(803)

Stage: Unknown

District: SW

County: Greene

Route: Jefferson Avenue

Location: Over the BNSF railroad between Chase Street and Commercial Street, near Jefferson Avenue

Project Description: Rehabilitate the Jefferson Avenue pedestrian bridge.

Project Improvements: This project will replace members that are structurally deficient, add ADA ramps to both sides of the bridge, paint the structure, and add lighting and site improvements. It will also include removing the paint to the metal, removing rust, and applying paint.

Location

Quadrangle: Springfield

Section: 12 Township (N): 29N Range (W): 22W

UTM Start Point: Northing: _____ Easting: _____

UTM End Point: Northing: _____ Easting: _____

or UTM Central Point: Northing: 4120494 Easting: 474337

Acres

Additional R/W: Unknown

Permanent Easements: Unknown

Temporary Easements: Unknown

Anticipated Land Disturbance (within existing & new R/W and easements)

Acres of Disturbance: Unknown

Acres of Tree Removal: Unknown

Program Year

Preliminary Engineering: 2018

Construction: 2019

Known Section 106 Concerns:

There are ten previously recorded surveys and seven previously recorded archaeological sites within one mile of the pedestrian bridge. None of those surveys overlap the current project area. The nearest of the archaeological sites are over ¾ mile away to the southwest and

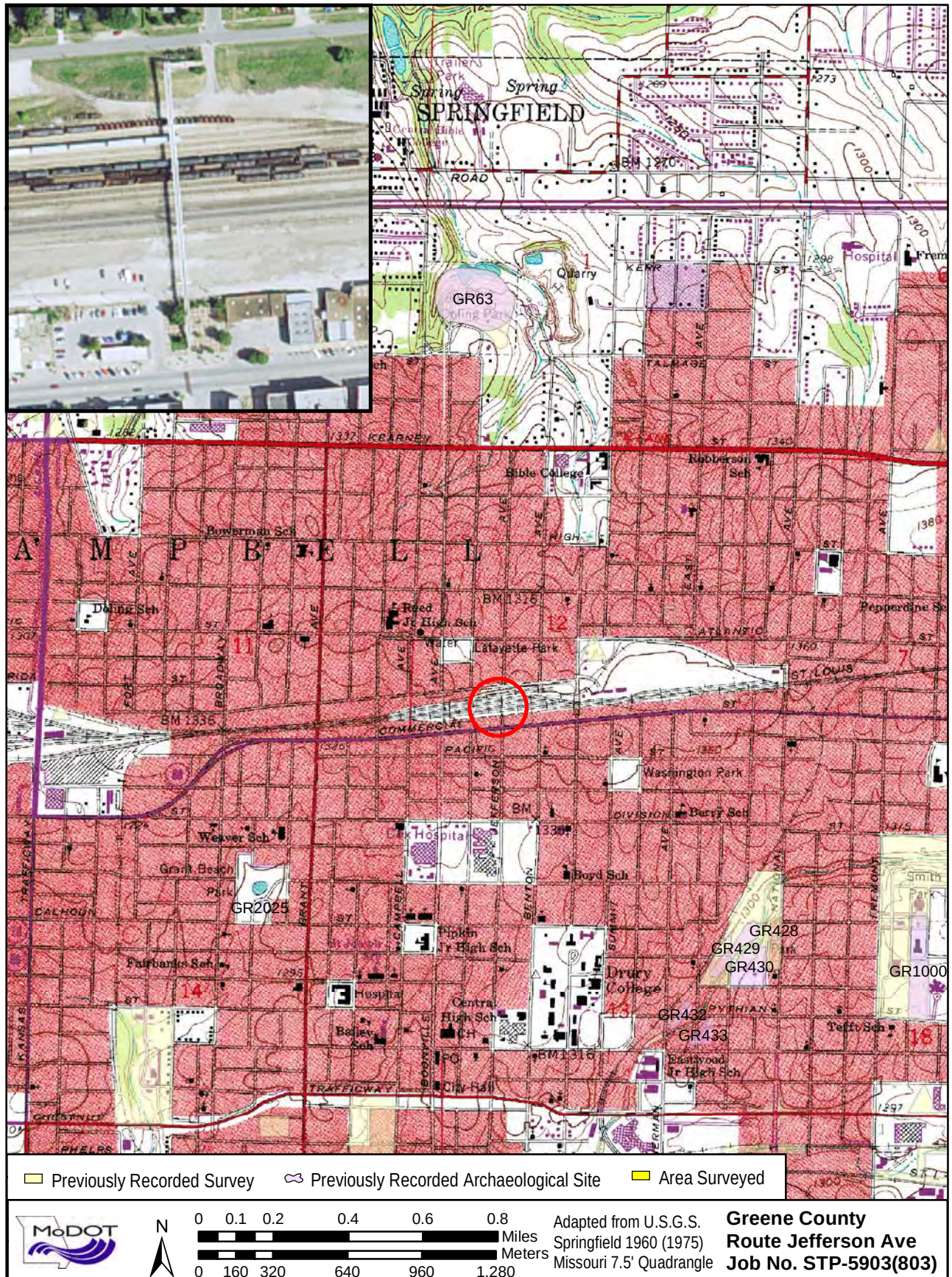
southeast.

Section 106 Review Status

Background research is ongoing.

Attach Project Map [Project Location (in red) with Previous Section 106 surveys (yellow) and archaeological sites (purple)]

Attach Preliminary Project Plans [attach maps include in the RES]





U.S. Department
of Transportation
**Federal Highway
Administration**

Missouri Division
2/28/2019

3220 W. Edgewood, Suite H
Jefferson City, Missouri 65109
(573) 636-7104
Fax (573) 636-9283
Missouri.FHWA@fhwa.dot.gov

In Reply Refer To:
HDA-MO

Advisory Council on Historic Preservation
401 F Street NW, Suite 308
Washington, DC 20001-2637

RE: Notification Regarding an Adverse Effect determination for the Jefferson Avenue Footbridge over the Frisco/BNSF rail yard in Springfield, Greene County, Missouri; Project STP-5903(803)

Dear Ms. Stokely:

Per 36 CFR 800.6, the Federal Highway Administration is notifying your office of an adverse effect determination for the Jefferson Avenue Footbridge over the Frisco/BNSF rail yard in Springfield, Greene County, Missouri, and requests to know whether the Advisory Council would like to participate in the development of the Memorandum of Agreement for the project. Documentation pursuant to 36 CFR §800.11(e) is enclosed for your use in providing a response.

If you have any questions or would like any additional information, please contact me at 573-638-2621 or Taylor.Peters@dot.gov.

Sincerely,

Taylor Peters
Environmental Protection Specialist

Enclosures

Cc: Amanda Burke, MoSHPO
Mike Meinkoth, MoDOT
Karen Daniels, MoDOT



**Advisory Council on Historic Preservation
Electronic Section 106 Documentation Submittal System (e106) Form
MS Word format**

Send to: *e106@achp.gov*

I. Basic information

1. Name of federal agency:

Federal Highway Administration

2. Name of undertaking/project:

City of Springfield, Missouri - Jefferson Avenue Footbridge Rehabilitation

3. Location of undertaking:

Springfield, Greene County, Missouri. The project spans from the intersection of N. Jefferson Avenue and E. Commercial Street to the intersection of N. Jefferson Avenue and E. Chase Street. The footbridge crosses the Frisco/BNSF rail yard. The project will occur on public land that the City of Springfield has acquired via a ROW Permit from BNSF Railroad. The project does not occur on or affect historic properties located on any known tribal lands.

4. Name and title of federal agency official and contact person for this undertaking, including email address and phone number:

Raegan Ball
Program Development Team Leader
FHWA—Missouri Division
3200 W. Edgewood, Suite H
Jefferson City, MO 65109
raegan.ball@dot.gov
573-638-2620

Taylor Peters
Environmental Specialist
FHWA—Missouri Division
3200 W. Edgewood, Suite H
Jefferson City, MO 65109
taylor.peters@dot.gov
573-638-2621

5. Purpose of notification. Indicate whether this documentation is to:

- ✓ notify the ACHP of a finding that an undertaking may adversely affect historic properties, and/or
- ✓ invite the ACHP to participate in a Section 106 consultation, and/or

- × propose to develop a project Programmatic Agreement (project PA) for complex or multiple undertakings in accordance with 36 C.F.R. 800.14(b)(3).

II. Information on the Undertaking*

6. Describe the undertaking and nature of federal involvement (if multiple federal agencies are involved, specify involvement of each):

The footbridge was posted to the National Register of Historic Places on September 2, 2003 (NRHP reference No. 03000865).

The bridge will be rehabilitated and strengthened by replacing or modifying existing members. All modifications and replacements will be done using similar shape member. The approaches to the bridge will be removed and replaced with stairs and elevator to make the bridge ADA accessible. The approaches have been modified several times in the past and are not the original structure.

7. Describe the Area of Potential Effects:

The project's area of potential effects (APE) is considered to be the project footprint that spans from the intersection of N. Jefferson Avenue and E. Commercial Street to the intersection of N. Jefferson Avenue and E. Chase Street. The footbridge crosses the Frisco/BNSF rail yard. The APE is identified on the location maps attached.

8. Describe steps taken to identify historic properties:

The footbridge was posted to the National Register of Historic Places on September 2, 2003 (NRHP reference No. 03000865).

A Section 106 Project Information Form was submitted to the SHPO office on November 16, 2018.

9. Describe the historic property (or properties) and any National Historic Landmarks within the APE (or attach documentation or provide specific link to this information):

The footbridge's three-span cantilever through-truss design was the first of its kind known to be built in Missouri. The bridge originally spanned 16 railroad tracks of the St. Louis and San Francisco Railroad. Though the bridge has sustained changes since 1902, it maintains its original integrity of material, association, setting, and function. It is the only known cantilevered bridge in Missouri that was not built at a major river crossing. It is located in the historic Commercial Street district of downtown Springfield, Missouri.

10. Describe the undertaking's effects on historic properties:

The bridge will be rehabilitated and strengthened by replacing or modifying existing members. All modifications and replacements will be done using similar shape members. The approaches to the bridge will be removed and replaced with stairs and elevators on either end to make the bridge ADA accessible. The approaches have been modified several times in the past and are not the original structure.

11. Explain how this undertaking would adversely affect historic properties (include information on any conditions or future actions known to date to avoid, minimize, or mitigate adverse effects):

This undertaking has little to no adverse impact on the historic properties of the structure. The undertaking is being performed to open the structure to public once again and prolong the life of the structure.

12. Provide copies or summaries of the views provided to date by any consulting parties, Indian tribes or Native Hawai'ian organizations, or the public, including any correspondence from the SHPO and/or THPO.

MoDOT SHPO prepared the Tribal notification and sent it to FHWA. FHWA has sent out the tribal notification. The tribes that have been notified, including comments received to date, are as follows:

- Cherokee Nation--does not foresee the project impacting Cherokee cultural resources at this time; if items of cultural significance are found during project activities, halt all activities immediately and have FHWA contact Office for further consultation
- Delaware Nation--
- Delaware Tribe of Indians--would like to continue as a consulting party, would like to see a copy of the cultural resources survey report if one is performed
- Eastern Shawnee Tribe of Oklahoma
- Kickapoo Tribe in Kansas
- Kickapoo Tribe of Oklahoma
- Miami Tribe of Oklahoma
- Osage Nation
- Shawnee Tribe
- United Keetoowah Band of Cherokee Indians in Oklahoma

* see *Instructions for Completing the ACHP e106 Form*

III. Optional Information

13. Please indicate the status of any consultation that has occurred to date. Are there any consulting parties involved other than the SHPO/THPO? Are there any outstanding or unresolved concerns or issues that the ACHP should know about in deciding whether to participate in consultation?

The project has been discussed four times at the City of Springfield's monthly historic properties venue called the Landmarks Board on March 14, 2018, May 9, 2018, July 11, 2018, and January 30, 2019. The project has also been presented in multiple public meetings that were open to citizens. The Landmarks Board is concerned with adverse effect on the structure due to removal of a section of the structure and the additions of the ADA facilities on both sides of the bridge.

The recommended design is based off discussion at multiple public meetings and public input on the project.

The Landmarks Board and the Commercial Club of Springfield have requested to be involved in the Section 106 process to discuss adverse effect.

14. Does your agency have a website or website link where the interested public can find out about this project and/or provide comments? Please provide relevant links:

<https://www.springfieldmo.gov/3273/Footbridge-Rehabilitation>

15. Is this undertaking considered a “major” or “covered” project listed on the Federal Infrastructure Projects Permitting Dashboard or other federal interagency project tracking system? If so, please provide the link or reference number:

No – this undertaking is not listed any federal interagency tracking system that we know of at this time.

The following are attached to this form (check all that apply):

☐ Section 106 consultation correspondence

☒ Maps, photographs, drawings, and/or plans

☐ Additional historic property information

☐ Other:



Preserving America's Heritage

March 14, 2019

Ms. Taylor Peters
Environmental Specialist
Federal Highway Administration
Missouri Division
3200 W. Edgewood, Suite H
Jefferson City, MO 65109

Ref: *Proposed Jefferson Avenue Footbridge Rehabilitation Project*
Springfield, Greene County, Missouri
STP-5903(803)
ACHPConnect Log Number: 013688

Dear Ms. Peters:

The Advisory Council on Historic Preservation (ACHP) has received your notification and supporting documentation regarding the adverse effects of the referenced undertaking on a property or properties listed or eligible for listing in the National Register of Historic Places. Based upon the information provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of our regulations, "Protection of Historic Properties" (36 CFR Part 800), does not apply to this undertaking. Accordingly, we do not believe that our participation in the consultation to resolve adverse effects is needed. However, if we receive a request for participation from the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO), affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Additionally, should circumstances change, and it is determined that our participation is needed to conclude the consultation process, please notify us.

Pursuant to 36 CFR §800.6(b)(1)(iv), you will need to file the final Memorandum of Agreement (MOA), developed in consultation with the Missouri State Historic Preservation Officer (SHPO), and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the MOA, and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

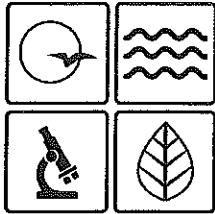
Thank you for providing us with the notification of adverse effect. If you have any questions or require further assistance, please contact Sarah Stokely at (202) 517-0224 or by email at sstokely@achp.gov.

Sincerely,

LaShavio Johnson
Historic Preservation Technician
Office of Federal Agency Programs

ADVISORY COUNCIL ON HISTORIC PRESERVATION

401 F Street NW, Suite 308 • Washington, DC 20001-2637
Phone: 202-517-0200 • Fax: 202-517-6381 • achp@achp.gov • www.achp.gov



Missouri Department of dnr.mo.gov
NATURAL RESOURCES

Michael L. Parson, Governor

Carol S. Comer, Director

February 5, 2019

Mr. Aaron Benson
Great River Engineering
2826 S. Ingram Mill Road
Springfield, MO 65804

Re: SHPO Project Number: **036-GR-18**, Jefferson Avenue Footbridge Rehabilitation – 401
East Commercial Street, Springfield, Greene County, Missouri (FHWA)

Dear Mr. Benson:

Thank you for submitting information on the above referenced project for our review pursuant to Section 106 of the National Historic Preservation Act (P.L. 89-665, as amended) and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which require identification and evaluation of cultural resources.

The Jefferson Avenue Footbridge at 401 East Commercial Street, Springfield, Missouri, is individually listed in the National Register of Historic Places (NRHP). In accordance with the Advisory Council on Historic Preservation's regulation Protection of Historic Properties (36 CFR Part 800), Section 800.5, we concur with your determination that the reconfiguration of the stairs and construction of elevators at either end of the bridge will have an **adverse effect** on the NRHP listed property. Our office looks forward to participating in the consultation to resolve the adverse effects of this project through the development of a Memorandum of Agreement (MOA) that outlines the steps needed to mitigate the adverse effect for this project.

Please forward the necessary adequate documentation to the Executive Director, Advisory Council on Historic Preservation, the Pension Building, 401 F Street NW, Suite 308, Washington, DC 20001-2637 to solicit their participation. Pending receipt of the Council's decision on whether it will participate in consultation, no action shall be taken which would foreclose Council consideration of alternatives to avoid or satisfactorily mitigate any adverse effect on the property in question. Please be sure to copy us on any correspondence to the ACHP.

Mr. Benson

Page 2

If you have any questions, please write the Missouri Department of Natural Resources, State Historic Preservation Office, Attn: Review and Compliance, P.O. Box 176, Jefferson City, Missouri 65102, or call Amanda Burke (573) 522-4641. Please be sure to include the **SHPO Project Number (036-GR-18)** on all future correspondence relating to this project. If the information is provided via telephone call, please follow up in writing for our files.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE



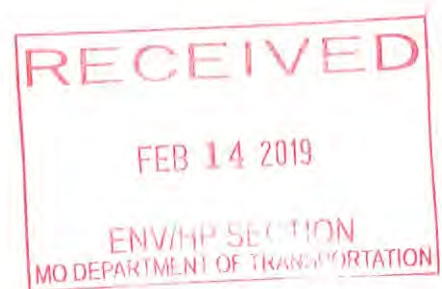
Mike Sutherland

Deputy Director of Administration, Missouri State Parks and
Deputy Missouri State Historic Preservation Officer



MS:ab

c: Ms. Raegan Ball, FHWA
Mr. Taylor Peters, FHWA
Mr. Michael Meinkoth, MoDOT
Mr. Andrew Flippin, City of Springfield



Appendix E: Consultation

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Organization	Contact	Address1	Address2	City/State/Zip	Telephone	E-mail	Response
Historic Bridge Foundation	Kitty Henderson	P. O. Box 66245		Austin, TX 78766		kitty@historicbridgefoundation.com	Will consult
Historicbridges.org	Nathan Holth	12534 Houghton Dr		Dewitt, MI 48820		nathan@historicbridges.org	Will consult
Bridgehunter.com	James Baughn	479 Sapphire Lane		Jackson, MO 63755			
Commercial Club of Springfield	Mary Collette, President				417.839.0119	historicfirehouse@gmail.com	Will consult
City of Springfield	Jason Gage, City Manager	Busch Municipal Building, 840 Boonville Ave 4th Floor		Springfield, MO 65802	417.864.1006	jgage@springfieldmo.gov	
Landmarks Board of Springfield	Michael Sparlin	P. O. Box 8368		Springfield, MO 65801-8368	417.864.1031	msparlin@springfieldmo.gov	Will consult
Landmarks Board of Springfield	Paden Chambers, Commercial Street Rep.	P. O. Box 8368		Springfield, MO 65801-8368		pchambers@nformarc.com	Will consult
City of Springfield	Andrew Flippin, Dept. of Public Works	840 Boonville Ave		Springfield, MO 65802	417.864.1946	aflippin@springfieldmo.gov	Will consult
Commercial Street business	William Angle				417-493-8673	anglewp@gmail.com	Will consult
Commercial Street business	Lyle Foster					lfost8@aol.com	

Karen Daniels

From: Paden Chambers <pchambers@nformarc.com>
Sent: Tuesday, June 26, 2018 8:54 AM
To: Karen Daniels
Cc: gebishop61@gmail.com
Subject: Jefferson Ave Footbridge Consulting

Karen,

I apologize for my slow response. I was in New York for a conference this past week. I appreciate that MODOT will be working on this project. As the Commercial Street Representative for the Landmarks Boards, we also would be interested in being included as a consulting group for this project. Our boards role is to oversea and monitor local historic sites, landmarks and districts so this project is in our purvey and been on our radar for some time. I have cc'd our chairman Gary Bishop to this email. Would you like a formal letter from us?

-Paden Chambers
NFORM Architecture

Sent from my iPhone

Karen Daniels

From: Peters, Taylor <taylor.peters@dot.gov>
Sent: Tuesday, March 5, 2019 8:38 AM
To: kitty@historicbridgefoundation.com; nathan@historicbridges.org;
historicfirehouse@gmail.com; jgage@springfieldmo.gov;
msparlin@springfieldmo.gov; pchambers@nformarc.com;
aflippin@springfieldmo.gov
Cc: Karen Daniels; Michael Meinkoth; raegan.ball.dot.gov; Burke, Amanda
Subject: Formal Consultation Invitation: Jefferson Avenue Footbridge Rehabilitation,
STP-5903(803); City of Springfield, Missouri
Attachments: STP-5903(803)_e106_Greene_Jefferson_Ave_Footbridge.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Categories: LPA

Good morning,

The Federal Highway Administration formally invites you to participate in consultation regarding project #STP-5903(803), which proposes to provide ADA accommodation to the Jefferson Avenue Footbridge, an NRHP listed property, via an elevator on each end of the bridge and configure the stairs at each end of the bridge to provide access for pedestrian traffic. The elevator towers and canopies over landings will add visual elements to the bridge that are not in keeping with the historic elements of the bridge, and which will have an adverse effect on the historic characteristics of the bridge. The bridge was listed on the NRHP in 2003 under Criterion C for significance in engineering. The attached document provides additional information.

If you would like to participate as a Section 106 consulting party, please let FHWA know via email by April 5, 2019, and copy Karen Daniels, MoDOT's Senior Historic Preservation Specialist, who is copied in this email.

Thank you,

Taylor R. Peters
Environmental Protection Specialist
Missouri Division Office
Federal Highway Administration
3220 W. Edgewood, Suite H
Jefferson City, Missouri 65109
573-638-2621

Karen Daniels

From: Aaron Benson <abenson@greatriv.com>
Sent: Friday, March 29, 2019 12:54 PM
To: Karen Daniels; kitty@historicbridgefoundation.com;
nathan@historicbridges.org; msparlin@springfieldmo.gov;
pchambers@nformarc.com; anglewp@gmail.com; lfo8@aol.com
Cc: Flippin, Andrew; spencer.greatriv.com
Subject: City of Springfield - Jefferson Ave Footbridge, Section 106 Consultation Meeting

Categories: LPA

All,

You are invited to attend a Section 106 consultation meeting for the City of Springfield - Jefferson Ave Footbridge that is scheduled for Tuesday, April 9, 2019 between 10:00 - 11:30. The meeting will be held on the second floor, west conference room, City of Springfield Busch Building, 840 Boonville Ave, Springfield, MO 65802. If unable to attend in person, a teleconference phone number and ID number is in development and will be provided when available. Likewise, a meeting agenda is in development and will be provided when available.

If you have any questions, please feel free to contact me. Thank you for your interest in this project.

Aaron Benson, PE
Project Delivery Officer



Springfield Office:
2826 S. Ingram Mill Road
Springfield, Missouri 65804
ph: 417.886.7171

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All Documents are instruments of service in respect to this project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Contractor shall not rely in any way on any Document unless it is hand signed and sealed or digitally signed and certified by the Engineer or one of its Consultants. party may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party unless such documents have been digitally signed and certified by the Engineer. Any conclusion or information obtained or derived from electronic files that have not been digitally signed and certified by the Engineer will be at the user's sole risk. If there is a discrepancy between unsigned or uncertified electronic files and the hard copies or digitally signed and certified electronic documents, the hard copies and digitally signed and certified electronic documents shall govern.

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Jefferson Avenue Footbridge

Section 106 Meeting
STP-5903(803)



INTRODUCTIONS

PROJECT PURPOSE & NEED

PURPOSE & NEED

- Bridge Closed due to deterioration of structure.
- Pedestrian Access over the BNSF rail yard
- Jefferson Avenue Footbridge is on the National Register of Historic Places
- Comply with ADA requirements



PROJECT ALTERNATIVES

• \$1,402,000

NORTH SIDE ADA OPTIONS

Elevator / Lift

• \$330,000

Northside Design Constraints:

- Limited space due to railway property and location of utility lines.
- Relocating rail or utility is infeasible due to cost and timeline.

? Consider posting OPERATING HOURS on bridge to limit security concerns & daily maintenance of elevator & structure?

- Minimal footprint
- Lowest construction cost
- Researching maintenance and lifecycle cost.
- Smaller elevator intended for limited use.
- Security / monitoring system included

Ramp

• \$630,000

* HIGHER COST OPTION. Must be combined with ELEVATOR or LOOP RAMP options on south side.

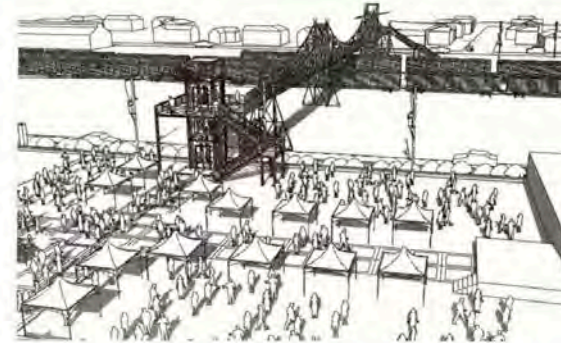
- 426 foot long ramp addition (bridge span is 375 feet long)
- Large footprint
- Highest construction cost.
- Incorporate viewing platform for photo op
- Incorporate history plaques or kiosks

SOUTH SIDE ADA OPTIONS

Elevator / Lift Concept

Elevator / Lift + Stairs

• \$382,000



- Minimal footprint
- Lowest construction cost
- Researching maintenance and lifecycle cost.
- Smaller elevator intended for limited use.
- Security / monitoring system included

Elevator / Lift + Original Ramp Reconstruction

• \$560,000



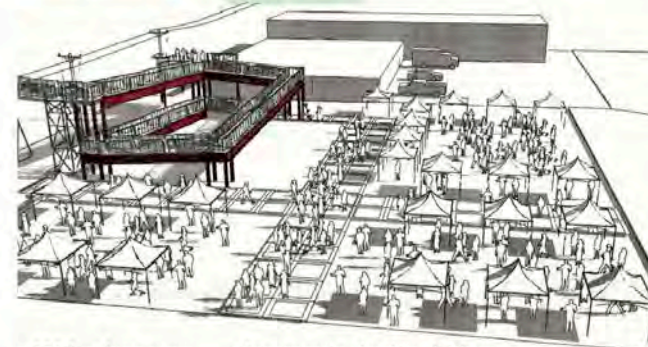
- Reconstruct original 1902 non-ADA compliant ramp
- Include elevator/lift to meet ADA.

? Should the new components MIMIC the historic look of the bridge or have a DIFFERENT LOOK to differentiate between old and new?

Ramp Concepts

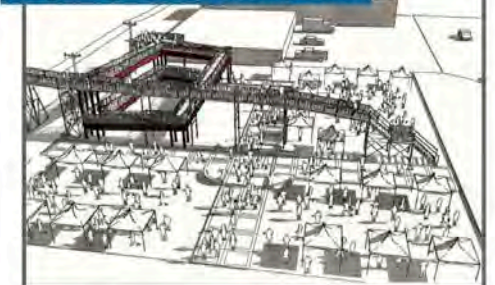
Loop Ramp

• \$493,000



- 320 foot long ramp
- Larger footprint
- Incorporate viewing platform for photos and events. History plaques at each landing.
- Opportunity to incorporate artwork / landscaping in center.

Loop Ramp + Rehab Existing Stairs



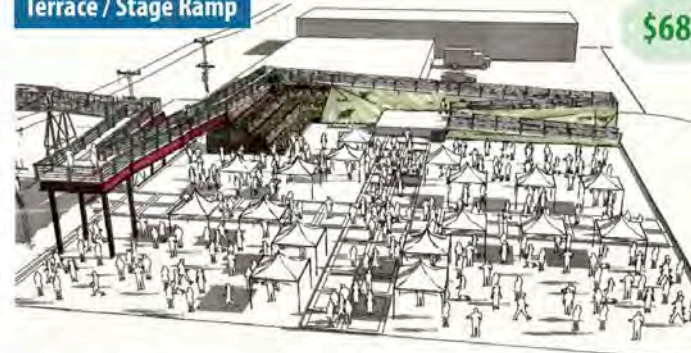
• \$749,000

* HIGHER COST OPTION. Must be combined with ELEVATOR/LIFT on north side.

Terrace / Stage Ramp

• \$683,000

* HIGHER COST OPTION. Involves removal of existing stairs and ramp span and must be combined with ELEVATOR/LIFT on north side.



- Larger footprint
- Highest construction cost.
- Incorporate stage & landscaping or seating into embankment area.
- Incorporate history plaques on landings

PUBLIC INVOLVEMENT TO DATE

Jefferson Avenue Footbridge Outreach Timeline

March 2016 - Bridge Closed following a routine PW inspection

- PIO issued a News Release and generated a Fact Sheet and webpage (springfieldmo.gov/footbridge) to help educate the public and provide updates on the structural assessment and project progress.
- TV, newspaper and radio media coverage

Summer - Fall – In-Depth Structural Evaluation conducted by Great River Engineering

Sept. 8, 2016 – Brief project update provided to C-Street stakeholders during an annual Commercial Street TIF meeting

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- Provided update on progress of the structural design phase of the rehabilitation as well as progress on development of a funding plan.
- Shared intent to hold another public open house to gather input on ADA options prior to final design.

March 14th – Project update presentation to the Landmark's Board

March 29, 2018 – Public Open house regarding ADA accessibility features and lighting design. Various design options for ramps, elevators/lifts and plaza impacts were displayed as well as budget estimates for the construction of each option.

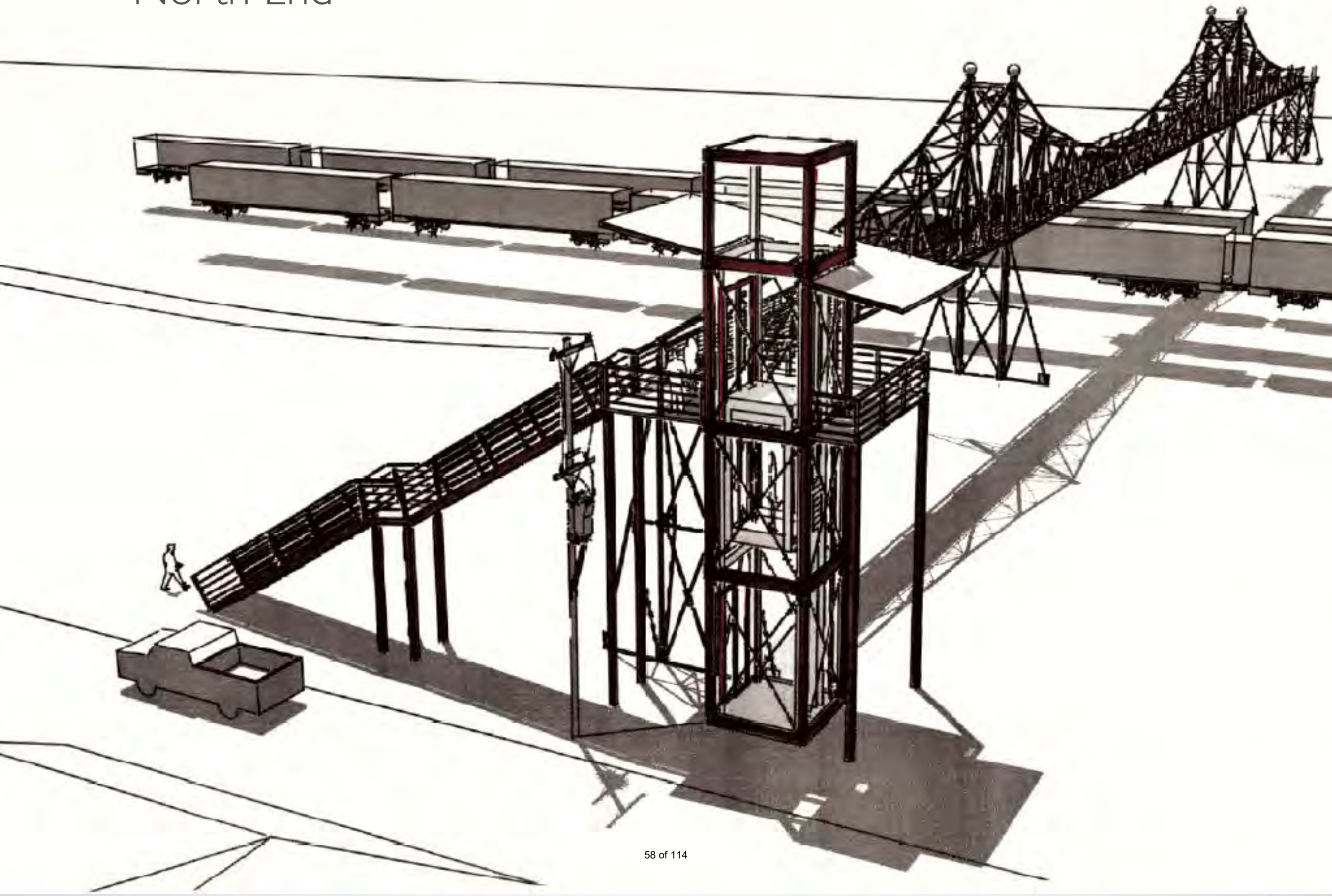
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- 95 total print and online comment cards were collected following the open house
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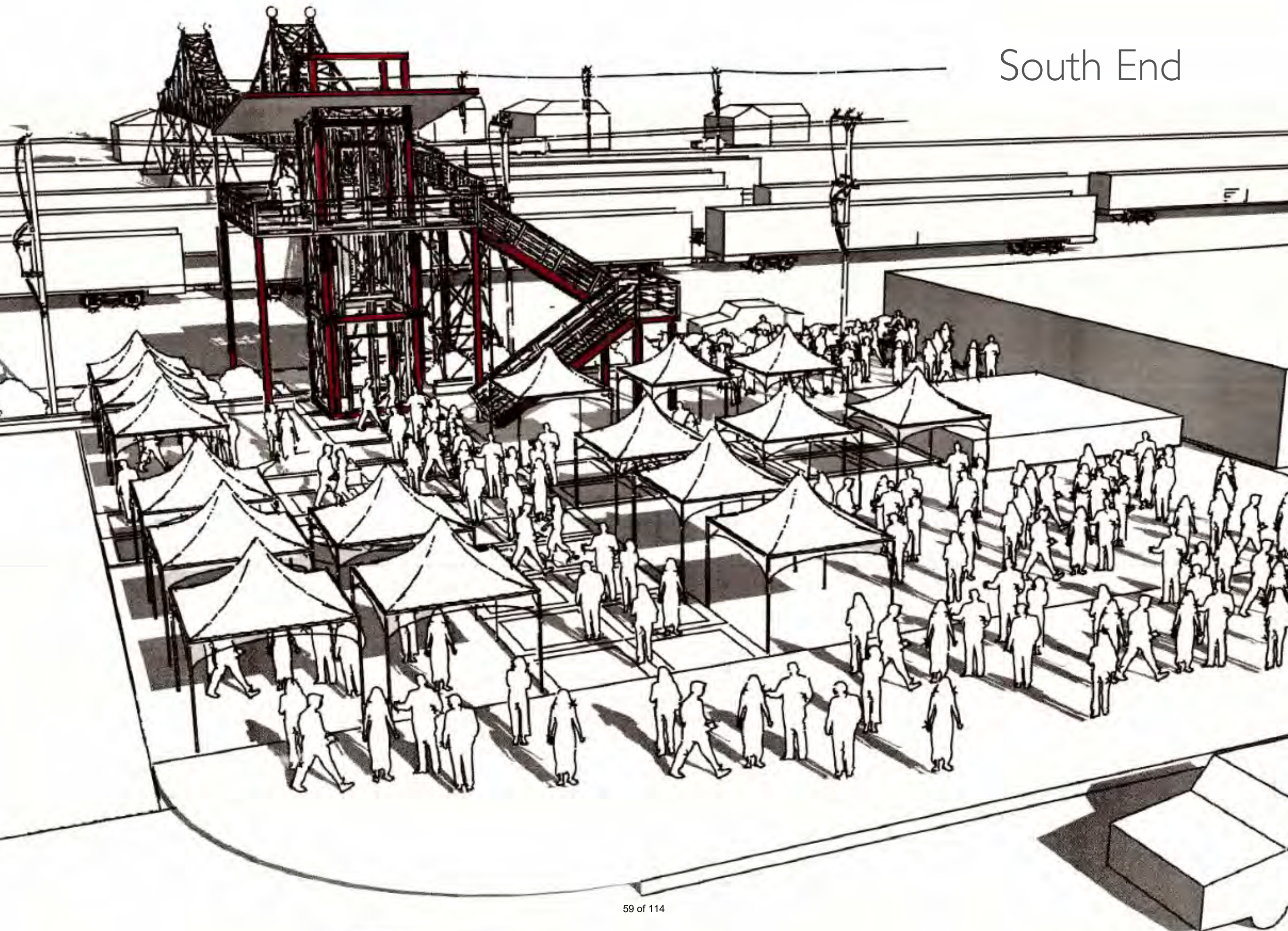
June 18, 2018 – City Council Meeting, 2nd Reading and Council approval of utilizing Federal STBG funds and budget adjustments to fund rehabilitation work on the footbridge.

BUILD ALTERNATIVE

North End



South End

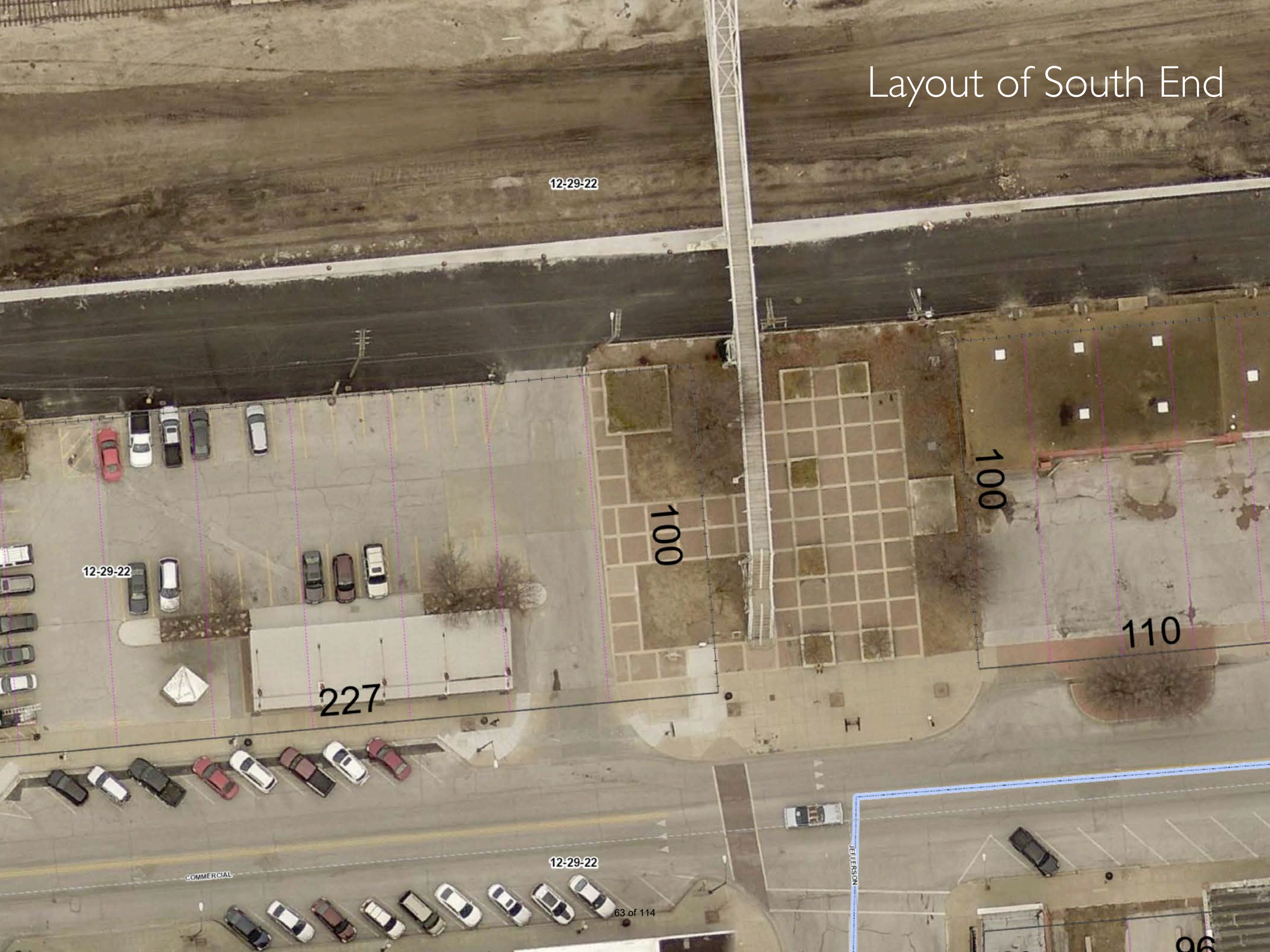


DISCUSSION ON MITIGATION OF EFFECTS





Layout of South End



12-29-22

12-29-22

100

100

110

227

12-29-22

COMMERCIAL

JEFFERSON

NEXT STEPS IN SECTION 106 PROCESS



THANK YOU!

For more information, visit springfieldmo.gov/footbridge

City of Springfield - Jefferson Avenue Footbridge Rehabilitation
Springfield, Missouri
STP-5903(803)

Section 106 Consultation Meeting
April 9, 2019, 10:00 - 11:30 am
Springfield, Missouri and Teleconference

Attendees:

Andrew Flippin, City of Springfield - Public Works
Paula Brookshire, City of Springfield - Public Works
Martin Gugel, City of Springfield - Public Works
Michael Sparlin, City of Springfield - Planning
Amy Werland, City of Springfield - Planning
Paden Chambers, Landmarks Board, Springfield
Nancy Crandall, Landmarks Board, Springfield
Kaitlyn McConnell, Landmarks Board, Springfield
Kent Brown, Landmarks Board, Springfield
Duke McDonald, Assistant City Attorney, Springfield
Mary Collette, Commercial Club of Springfield
William Angle, Commercial Street business owner
Kitty Henderson, Historic Bridge Foundation
Nathan Holth, Historic Bridges
Spencer Jones, Great River Engineering
Aaron Benson, Great River Engineering
Karen Daniels, Missouri Department of Transportation
Ashley Porter, Missouri Department of Transportation
Amanda Burke, State Historic Preservation Office

Karen Daniels and Spencer Jones welcomed everyone to the meeting and asked that everyone introduce themselves and who they are representing. Those participating by participating in Springfield started, then those by teleconference.

Spencer addressed each of the Agenda items. He began with a drone flight video of the bridge and highlighted that the bridge is a 3-span, cantilever truss bridge, 562 feet long with a 6-foot wide deck that was built in 1902. It was designed by J.W. Hoover and constructed by the American Bridge Company of Pennsylvania. The bridge was built to span originally 16 railroad tracks of the St. Louis and San Francisco Railroad. It now spans 13 tracks of Burlington Northern. In 1954, the ramp on the south end was removed and the stairs were reconfigured. The bridge was listed on the NHRP in 2003.

The bridge has been closed since March 1, 2016, due to various identified deficiencies that have deemed it unsafe for pedestrian traffic such as severe corrosion and steel loss in the north support column.

Upon detailed inspections, the bridge has remained closed and proposed build and rehabilitation alternatives have been considered. Any alternative selected must include American Disabilities Act (ADA) compliance. Also, enabling bicyclists to walk their bicycles across the bridge is desired. Replacing the bridge is the least costly alternative; however, due to the documented history of the bridge, replacing it was excluded as an alternative and only rehabilitation was considered. Two primary alternatives were considered for the north end: 1) Elevator/Lift and 2) Ramp. Five primary alternatives were considered for the south end: 1) Elevator/Lift and Stairs, 2) Elevator/Lift and Original Ramp Reconstruction, 3) Loop Ramp, 4) Loop Ramp and Rehab Existing Stairs, and 5) Terrace/Stage Ramp. The Elevator/Lift option was chosen for each end of the bridge, primarily due it being less costly than the Ramp alternatives.

The remainder of the meeting focused on discussing the minimizing and mitigating of adverse effects on the bridge. Karen Daniels clarified that alternatives should be considered that best fit with the environment and preserve the bridge's history. Elevators are an example of an adverse effect because these were not part of the original structure and such added features should be reduced in scope and/or set back from the structure when possible. Consulting parties in attendance were then asked to express their concerns.

Kitty Henderson stated that introducing a creative solution to preserve the bridge with minimal visual impact is ideal and that the elevators do that. She has no problem with this alternative. Nathan Holth agreed with Kitty, adding that elevators have a minimal visual impact while preserving the bridge's functionality.

Mary Collette expressed concern that a view of the bridge from Commercial Street would be greatly impaired with elevators positioned as proposed (adjacent to the south end of the bridge). Mary proposed relocating the south-end elevator to the east side of the bridge in order to maintain visual of the bridge's south end, and that proposal was desirable by most all attending.

Paden Chambers stated that the elevator towers need to be as lean as possible. Mary added that the north end should also have an unobstructed view. Amanda Burke recommended to minimize the awnings covering the elevators and asked why the awnings were needed. Spencer added that the priority of the elevators is safety and that vandalism and using them as restrooms needs to be prevented (people in Springfield have not been known to "take residence" in elevators). Mary stated that bridge use hours have been 6 am - 11 pm and asked if the elevators could be inoperable during non-use hours. Andrew Flippin stated that providing personnel to close the elevators at night, keep them clean, and maintain them is not so easy.

Andrew added that people with disabilities need the same bridge access as others, so perhaps the elevators could have signs posted that they are restricted to people with

disabilities. He also stated that security cameras on each bridge end are intended. The goal, he added, is to acquire the smallest elevator lift as possible, likely one just large enough for one wheelchair. The stairs will include a narrow ramp along the interior of one rail for bicyclists to walk their bikes so that bicyclists will not need to use the elevators.

Spencer and others stated that, because the existing stairs that enable access from ground level to bridge elevation have been replaced in prior projects, they are not considered a character-defining feature, so removal of the stairs is not an adverse effect. While removing the stairs will have no adverse effect, removing any sections of the bridge including ramp sections would be considered an adverse effect. However, removal of the approach ramps was approved by City Council based largely on the ramps not meeting ADA requirements (due to excessive slopes) and because of their deteriorated condition of which approximately 80% of the members need replacement. Mary suggested that the approach ramps could be retained if pedestrian access was restricted by removing a small section of the ramps in order to prevent conveyance or perhaps some rehabilitation could be done.

Spencer stated that the project total budget is \$2.5 million and that if construction contract costs are lower than estimated, then there may be surplus funds to apply to other needs of the bridge such as rehabilitating the ramps.

Amanda and others recommended to differentiate between original and new bridge members and features. Most agreed that to do this while maintaining the structure in its original form as much as possible could perhaps be achieved by placing maker's marks on the bridge members and features.

Paden asked about the future use of the removed bridge material. Answers varied from selling or recycling it.

A public restroom was considered in the vicinity of the bridge, but project funds would not be authorized for such a structure.

Spencer was asked to breakout the cost estimates with and without stairs. He will provide this and other cost breakouts by 4/19/2019.

To help preserve the historic bridge elements that may be replaced by the project, a sign or other form of a display was suggested to depict the timeline and descriptions of bridge changes and other milestones since its original construction.

Spencer highlighted some key points from the meeting: 1) establish horizontal separation between the bridge and elevator towers, 2) move elevator on south end to east side of bridge, 3) consider rehabilitating ramps and stairs, 4) tell the story with

signage and other displays with potential funding coming from construction cost savings, and 5) restrooms must be funded via a source other than FWHA.

Amanda stated that, in addition to discussing the minimizing of adverse effects to the bridge, we should also talk about what we are going to do to mitigate the adverse effects to the bridge during this meeting. Karen stated the importance of archival recordation photos of the bridge in its current state enables an interpretive display as one mitigation measure. This would also help generate public interest and educate the public on how the bridge has changed over time. Drone footage from a pedestrian vantage walking across the bridge would assist with this.

Mary explained that moving the elevator on the north end was not as critical as the south since there are essentially no features restricting the view of the bridge on the north end.

There was consensus that the elevator awnings could be removed, the elevator platforms at bridge elevation could be reduced in size, and the elevator towers could be free of any walls as long as the elevator box is enclosed.

No additional mitigation ideas were suggested.

Spencer and Karen summarized the next steps in the Section 106 process: 1) draft a Memorandum of Agreement to identify mitigation measures to be taken for consulting parties to coordinate (per Amanda Burke, DNR SHPO does not need to coordinate on the further measures to minimize impacts, but will on the mitigation measures), 2) obtain MOA approval by the City, SHPO, and FHWA which can take at least 90 days, 3) concurrently obtain approval of all other environmental permits and requirements, 4) concurrently obtain Nationwide/Programmatic Bridge Section 4(f) Evaluation approval, 5) obtain NEPA Classification Categorical Exclusion approval, and 6) secure funds from FHWA.

Andrew added that the City's goal is to have funds obligated by 10/1/2019. If not obligated by then, there is a risk of losing the funds.

There being no further questions, the meeting adjourned.

From: [Aaron Benson](#)
To: [William Angle](#); [Mary Collette](#); [Flippin, Andrew](#); [Brookshire, Paula](#); [mqugel.springfieldmo.gov](#); [dmcDonald@springfieldmo.gov](#); [msparlin@springfieldmo.gov](#); [awerland@springfieldmo.gov](#); [kbrown1423@gmail.com](#); [kaitlynmcconnell@outlook.com](#); [nancyleigh@att.net](#); [pchambers@nformarc.com](#); [Kitty Henderson](#); [Nathan Holth](#); [raegan.ball.dot.gov](#); [Taylor Peters](#); [Amanda Burke](#); [Karen Daniels](#); [Ashley N. Porter](#)
Cc: [spencer.greatriv.com](#); [Aaron Benson](#)
Subject: RE: City of Springfield, Jefferson Avenue Footbridge STP-5903(803) Consultation Meeting Minutes
Date: Tuesday, April 30, 2019 11:07:14 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image009.png](#)
[image007.png](#)
[SKM_C65919042213561f21.pdf](#)

All,

Sent on behalf of Spencer Jones:

Find attached the revised Concept plan per comments received.

The cost breakdown for the project is as follows:

Current Opinion of Probable Construction Cost for project:

Truss Rehab	\$1,402,000
North Elevator & Stairs	\$ 330,000
South Elevator	\$ 310,000
South Stairs	\$ 72,000
 TOTAL	 \$2,114,000

Opinion of Probable Construction Cost for the revised Concept plan:

Truss Rehab	\$1,402,000
North Elevator & Stairs	\$ 330,000
South Elevator	\$ 275,000
Rehab South Approach	\$ 256,000
 TOTAL	 \$2,263,000

The project budget has been set at the \$2,114,000. It is important that the project maintain the scheduled budget based upon available funding.

If the South Approach is to be rehabilitated, it will need to stay within the project budget. If this rehab is to proceed it would have to be included as a bid alternative and therefore may or may not be a part of the final project. This is dependent upon bids received for the project.

Please review this information and provide your thoughts and comments. Thank you for your attention to this matter.

THANKS

Spencer Jones, PE
Principal



Springfield Office:

2826 S. Ingram Mill Road
Springfield, Missouri 65804
ph: 417.886.7171

Kansas City Office:

1100 Main Street, Suite 2890
Kansas City, Missouri 64105
ph: 816.436.4440

St. Louis Office:

20 South Sarah St.
St. Louis, Missouri 63108
ph: 314.400.7677

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From: William Angle <anglewp@gmail.com>

Sent: Wednesday, April 17, 2019 11:54 AM

To: Mary Collette <historicfirehouse@gmail.com>

Cc: Aaron Benson <abenson@greatriv.com>; Flippin, Andrew <aflippin@springfieldmo.gov>; Brookshire, Paula <Pbrookshire@springfieldmo.gov>; mgugel@springfieldmo.gov; dmcdonald@springfieldmo.gov; msparlin@springfieldmo.gov; awerland@springfieldmo.gov; kbrown1423@gmail.com; kaitlynmcconnell@outlook.com; nancyleigh@att.net; pchambers@nformarc.com; Kitty Henderson <kitty@historicbridgefoundation.com>; Nathan Holth <nathan@historicbridges.org>; raegan.ball.dot.gov <raegan.ball@dot.gov>; Taylor Peters <taylor.peters@dot.gov>; Amanda Burke <amanda.burke@dnr.mo.gov>; Karen Daniels <Karen.Daniels@modot.mo.gov>; Ashley N. Porter <Ashley.Porter@modot.mo.gov>; Spencer Jones <spencer@greatriv.com>

Subject: Re: City of Springfield, Jefferson Avenue Footbridge STP-5903(803) Consultation Meeting Minutes

Group,

Thank you for including me in this process. I've attached a short .pdf of my thoughts, written out on a few of the drawings we've been using for this project. It's easier to describe these points on the drawings.

The new concept drawing Spencer emailed yesterday looks like a design that was originally pitched last year with the exception of the elevator being located on the east side of the bridge (South approach). It's not a bad concept, but I believe we can save a lot of money by limiting the size and scope of the new construction amenities. The elevator can be shifted closer to the bridge to reduce the ramp/platform length. We don't need any observation platforms, those are not necessary for means of transportation. The original south side approach (which is a significant portion of the original bridge) should be repaired, and the stairs leading up to it should be rebuilt/repaired. Do the same thing on the north side by keeping the elevator simple with no observation platform and a short ramp from elevator to bridge.

Hopefully we can save money by making this project less about the elevators and using those savings to "save" the original bridge features. My attachment includes a good example of an elevator added to a Historic Bridge in Nashville, TN.

Thank you for your time and consideration of these views.

William Angle
422 W Commercial St.

On Wed, Apr 17, 2019 at 9:30 AM Mary Collette <historicfirehouse@gmail.com> wrote:

Thank you Aaron,

Your minutes sum up our meeting fairly accurately.

I propose amending them to include reference to these pricing options we asked about:

1. We asked about the cost of restoring all original historic ramp material and replacing only the existing stairs which are not original material.
2. What is the estimated price for design and construction of the stairs as presented in the current design draft?
3. We asked for an estimated cost of reducing dramatically both the design of and footprint of the elevator to minimize its visual impact as well as paring down the design of the walkway from the top of the elevator to the footbridge.

Mary Collette
Commercial Club of Springfield

On Mon, Apr 15, 2019 at 1:33 PM Aaron Benson <abenson@greatriv.com> wrote:

All,

Attached for your review and files are the minutes from last week's consultation meeting.

Thank you,
Aaron

Aaron Benson, PE
Project Delivery Officer



Springfield Office:
2826 S. Ingram Mill Road
Springfield, Missouri 65804
ph: 417.886.7171

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Appendix F: Public Involvement

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Public Involvement Summary

November 28, 2018

RE: Jefferson Avenue Footbridge - Project#: 5903803 – Section 106 Additional Information

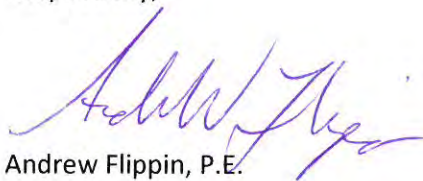
The City of Springfield has already conducted significant public input on this project, including the Commercial Club of Springfield, City of Springfield's Landmarks Board, and public citizens. Presentations and surveys have been conducted at public meetings to determine the public's attitude towards the structure; remove the structure, rehabilitate the structure, build a new structure, etc. Overwhelmingly the public wanted to rehabilitate the existing structure. We have also held public comment on the required ADA facilities that will need to be added to the structure; elevator or different configurations of ramps. The outcome of that survey showed the largest percentage of people choosing an elevator option for both sides of the bridge.

Some of these files are provided in the attached documents. Additional information, including survey results and power point presentations can be provided as well.

We are on a tight timeline to construct this bridge.

Please let me know if you have any further questions.

Respectfully,



Andrew Flippin, P.E.

Jefferson Avenue Footbridge Outreach Timeline

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Jefferson Avenue Footbridge ADA & Lighting PUBLIC COMMENT CARD

Name:

Residential

Zipcode:

The style of any new components constructed should: (Please circle one)

- A. Mimic the historic look of the bridge.
- B. Have a completely different look to differentiate between old and new.
- C. No preference.

Are you open to potentially posting "hours of operation" on the bridge to reduce security concerns at night?

☐ Yes

☐ No.

North Side ADA facilities

Which ADA option do you prefer on the north side of the bridge?

☐ Elevator/Lift

☐ Ramp
(Must be combined with Elevator/Lift
or Loop Ramp on the south side.)

South Side ADA facilities

Please rate your TOP THREE
south side ADA options
according to your preference
– 1 being your top choice.

_____ Elevator/Lift + New Stairs

_____ Elevator/Lift + Original (Non-ADA) Ramp Reconstruction

_____ Loop Ramp

_____ Loop Ramp + Rehab Existing Stairs & Ramp Span
(Must be combined with Elevator/Lift on north side.)

_____ Terrace / Stage Ramp
(Involves removal of existing stairs & ramp span. Must be combined with Elevator/Lift on north side.)

Considering budget limitations and functionality of the plaza space, are you generally open to the removal of the existing stairs & ramp span on the south side with the possibility of repurposing the materials in some way?

☐ Yes

☐ No

Lighting Upgrades

Do you agree with including lighting upgrades in the rehabilitation?

☐ YES

☐ NO

If YES, which do you prefer?

- ☐ Rope Lighting - Defined outlines of the structural members of the bridge.
- ☐ Targeted Flood - A softer wash of light/color emphasizing major members.
- ☐ I'm open to either option.

[illegible]

80 of 114

BACKGROUND

March 2016

Bridge closed following safety concerns detected during a regular inspection.

Summer - Fall, 2016

In-depth Structural Evaluation conducted by Great River Engineering.

October 2016

Evaluation Results and rehab options presented.

November 2016

Informational Public Open House to share evaluation findings and gather input on rehabilitation options.

January 2017

Public input results & rehabilitation options presented to City Council.

Guidance given to proceed with the design phase and development of a funding plan.

TODAY

Gathering public input needed to wrap up the final phase of engineering design. Public Works will then finalize the design and proposed funding plan for City Council consideration.

REMINDER: Structural Evaluation Findings

Truss & Towers:

One of every three primary members (36.4%) do not have adequate capacity and need to be repaired or strengthened.

South Approach:

Six of the ten vertical columns need to be strengthened.

North & South Stairs:

Both sets of stairs need to be replaced. Accessibility needs to be incorporated so the structure complies with Americans with Disabilities Act (ADA) guidelines.

Paint:

The paint system on the bridge is failing in numerous locations. It is recommended that the existing paint be removed to bare metal and that a three-coat paint system be applied. This approach will aid in impeding the corrosion and deterioration of the structure, thereby lengthening the life of the bridge.

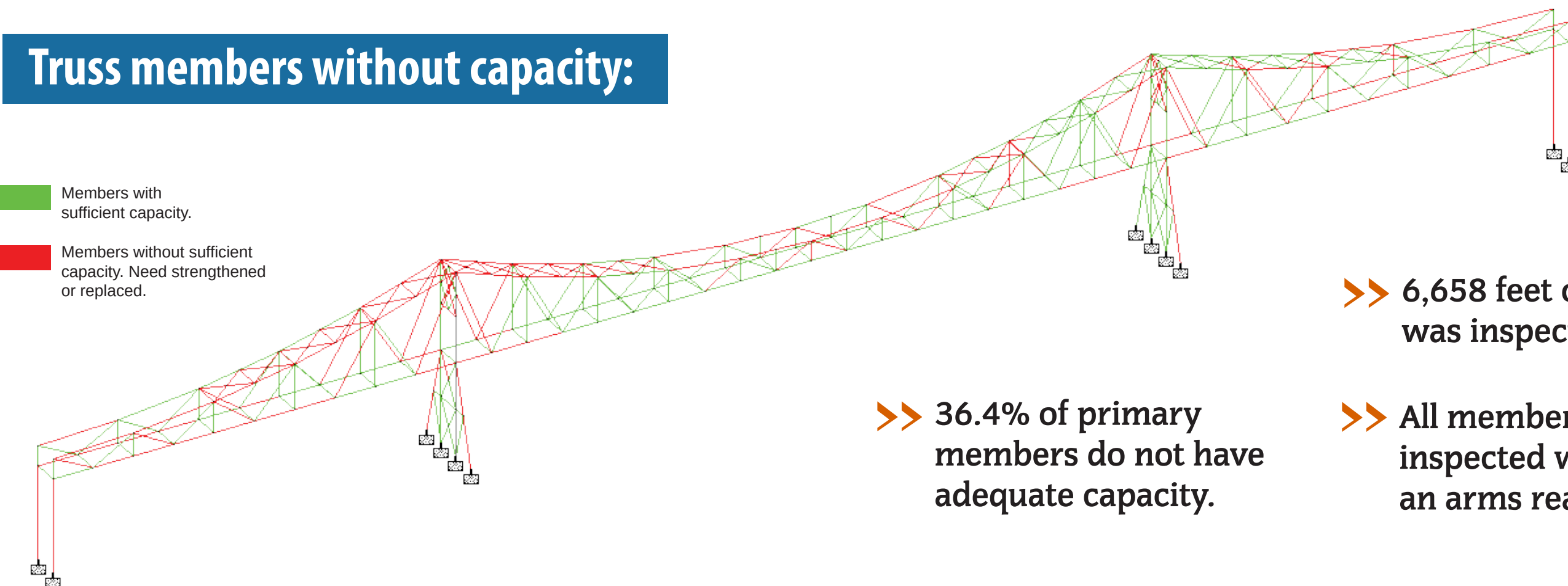


“Rust and corrosion is our biggest enemy.”



Truss members without capacity:

- Members with sufficient capacity.
- Members without sufficient capacity. Need strengthened or replaced.



>> 36.4% of primary members do not have adequate capacity.

>> 6,658 feet of steel was inspected.

>> All members were inspected within an arms reach.

NEXT STEPS



Upcoming Council Lunch

Present ADA & lighting public input findings and proposed Funding Plan for City Council consideration.

Pursue Design & Funding

Continue working with State Historic Preservation Office & meeting with historic groups. Various steps will need to be taken to use federal and local funding.

PROJECT FUNDING:

Total Estimated Rehabilitation Cost:
\$2.3 - 2.8 million

Proposed Funding Plan for Construction:

Federal Funding (Approximately 80%) + **Local Funding** (Approximately 20%)

City Council will review final design and funding plan proposals. Funding approval will be balanced with other budget demands.

Why does the bridge have to meet ADA?

The City of Springfield has a commitment to ensuring all improvement projects follow ADA guidelines. However, the footbridge is a unique project, therefore the rehabilitation team conducted research into other similar cases in order to consider all options.

Ultimately, it has been determined that in order for the City to complete improvements on the bridge, we are required to meet ADA standards.

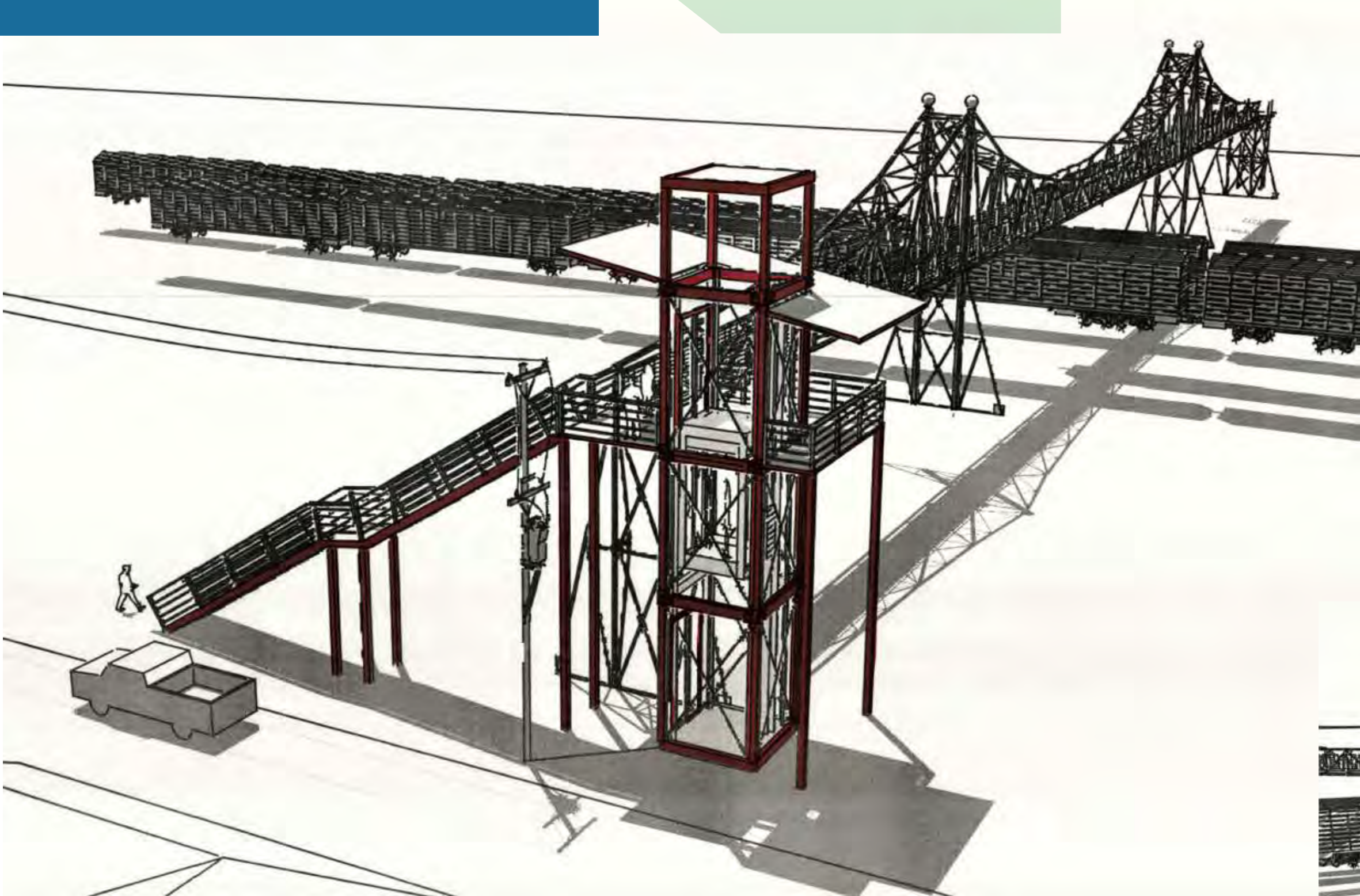
The rehabilitation team has looked at the ADA facilities as an opportunity to increase public interaction with the structure, through viewing, taking photos, holding special events and learning about the bridge's history.

• \$1,402,000

NORTH SIDE ADA OPTIONS

Elevator / Lift

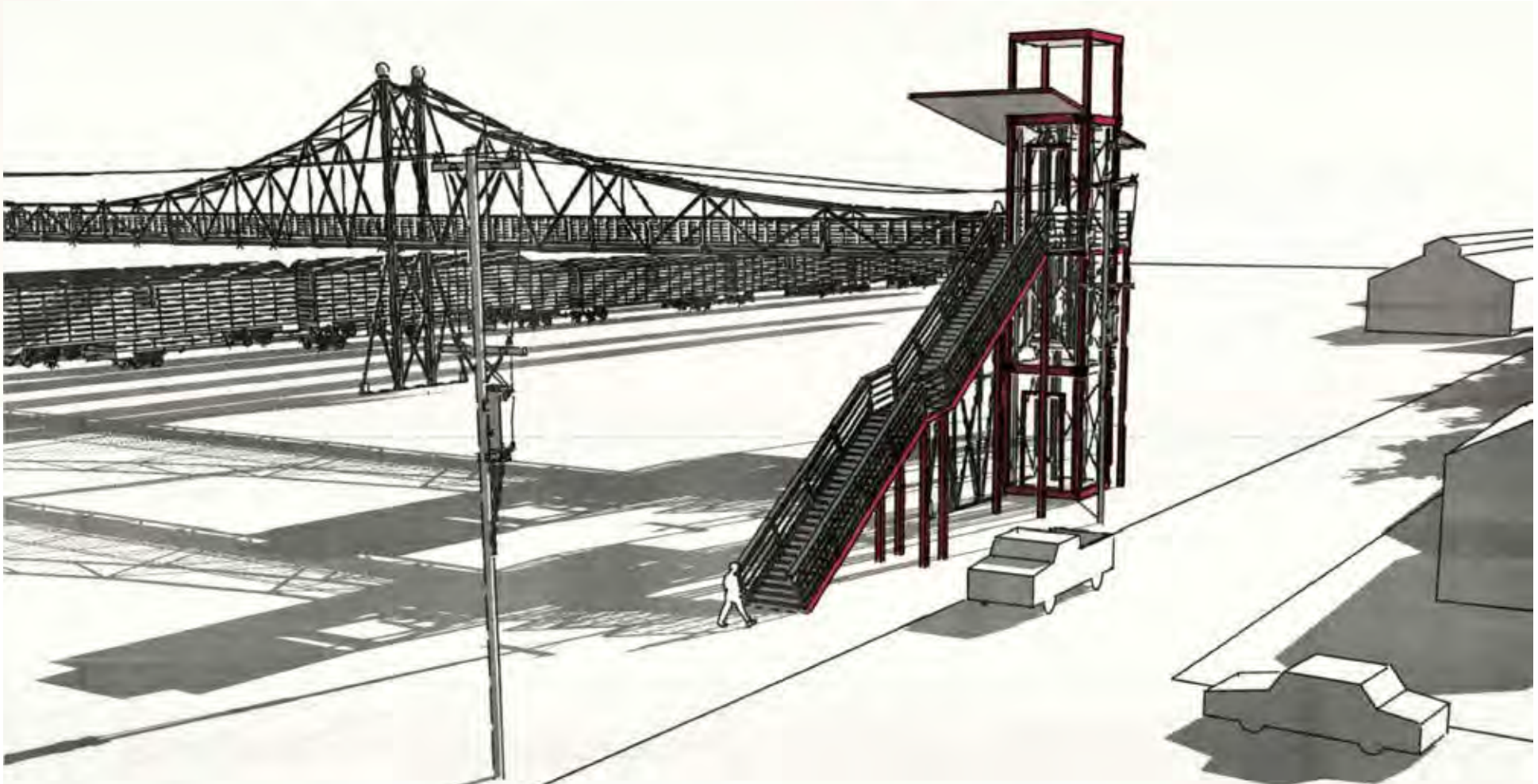
• \$330,000



Northside Design Constraints:

- Limited space due to railway property and location of utility lines.
- Relocating rail or utility is infeasible due to cost and timeline.

? Consider posting OPERATING HOURS on bridge to limit security concerns & daily maintenance of elevator & structure?



- Minimal footprint
- Lowest construction cost
- Researching maintenance and lifecycle cost.
- Smaller elevator intended for limited use.
- Security / monitoring system included

Ramp

• \$630,000

* HIGHER COST OPTION. Must be combined with ELEVATOR or LOOP RAMP options on south side.



- 426 foot long ramp addition (bridge span is 375 feet long)
- Large footprint
- Highest construction cost.
- Incorporate viewing platform for photo op
- Incorporate history plaques or kiosks

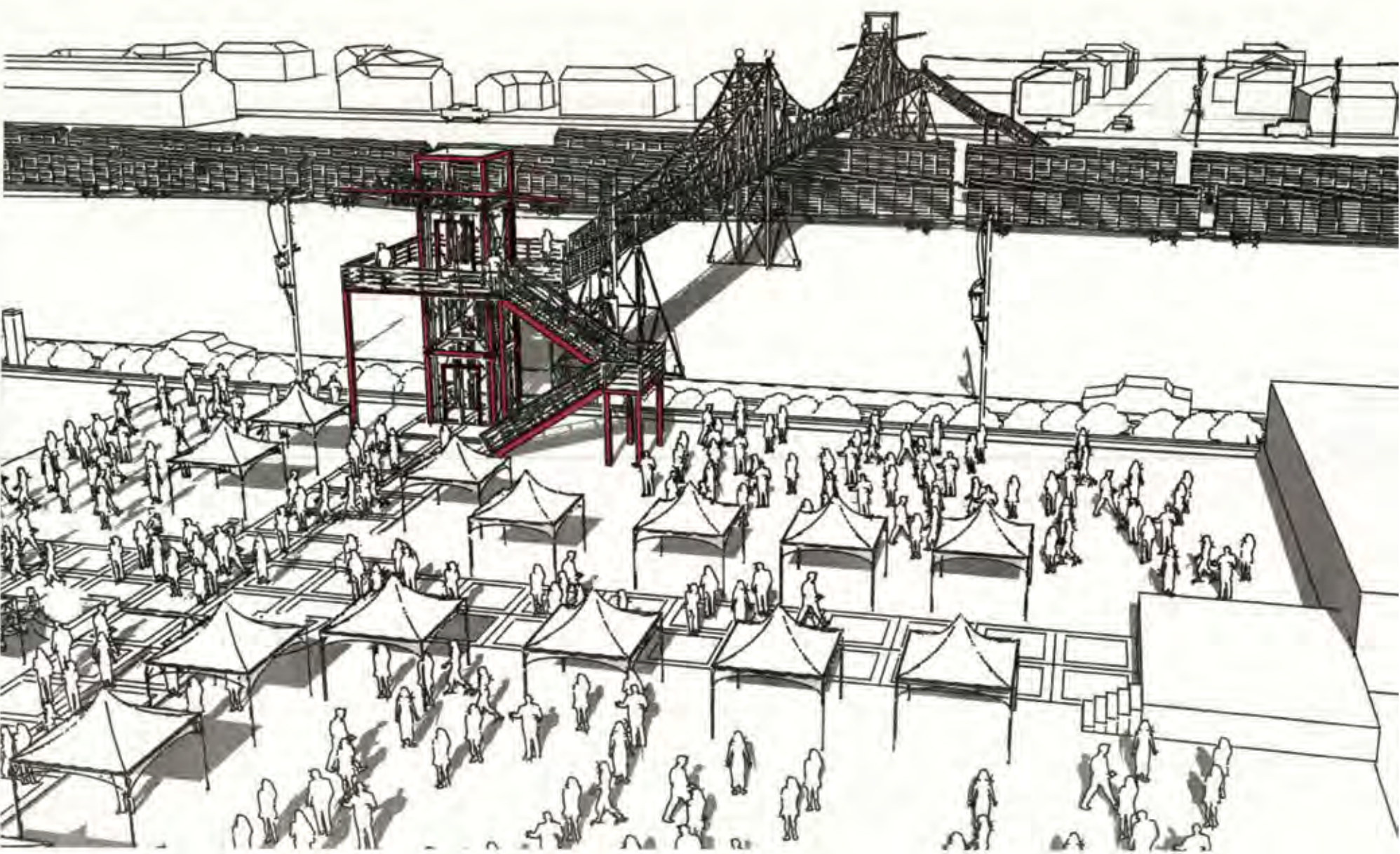


SOUTH SIDE ADA OPTIONS

Elevator / Lift Concept

Elevator / Lift + Stairs

• \$382,000



- Minimal footprint
- Lowest construction cost
- Researching maintenance and lifecycle cost.
- Smaller elevator intended for limited use.
- Security / monitoring system included

Elevator / Lift + Original Ramp Reconstruction

• \$560,000



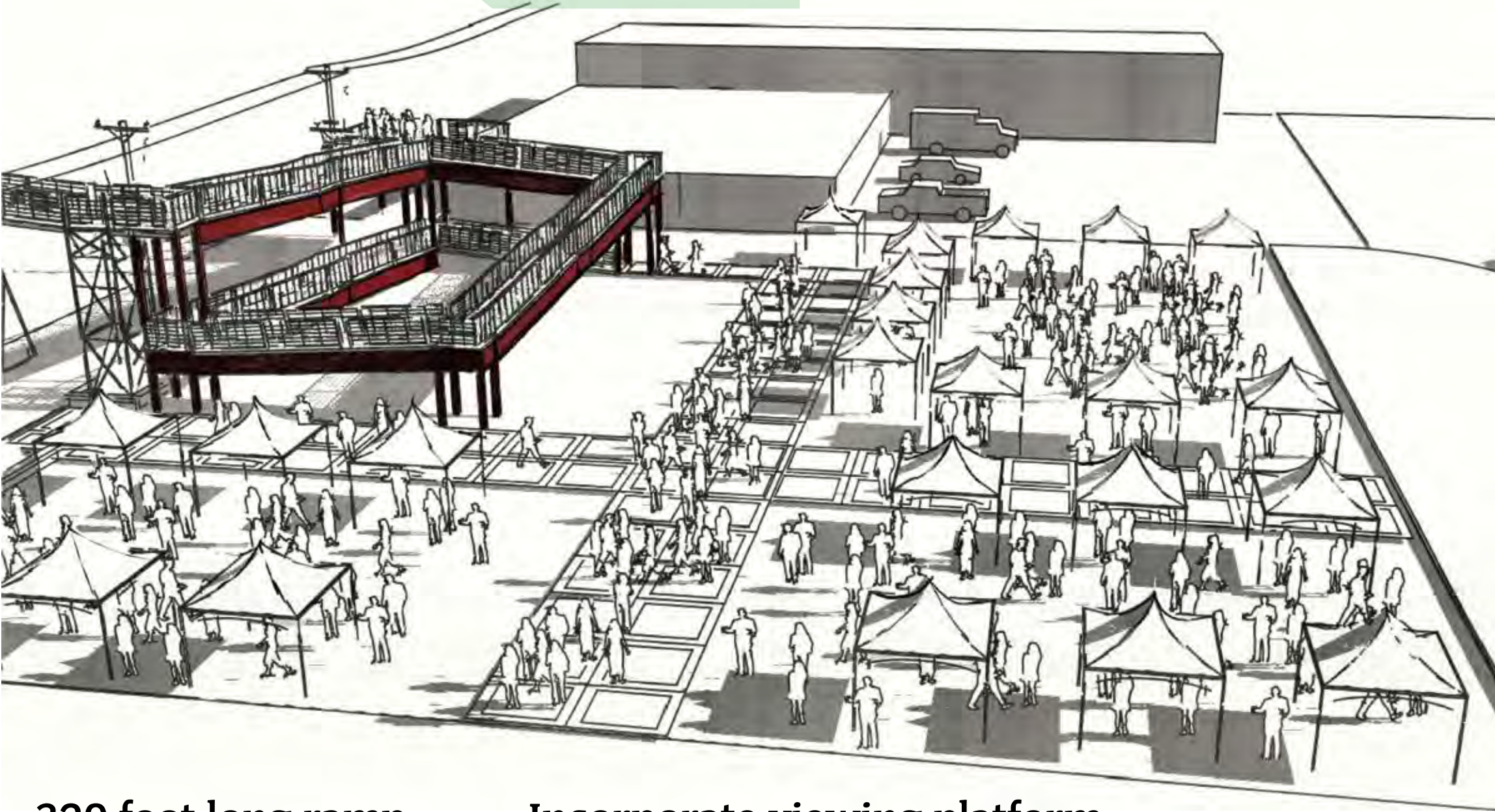
- Reconstruct original 1902 non-ADA compliant ramp
- Include elevator/lift to meet ADA.

? Should the new components **MIMIC** the historic look of the bridge or have a **DIFFERENT LOOK** to differentiate between old and new?

Ramp Concepts

Loop Ramp

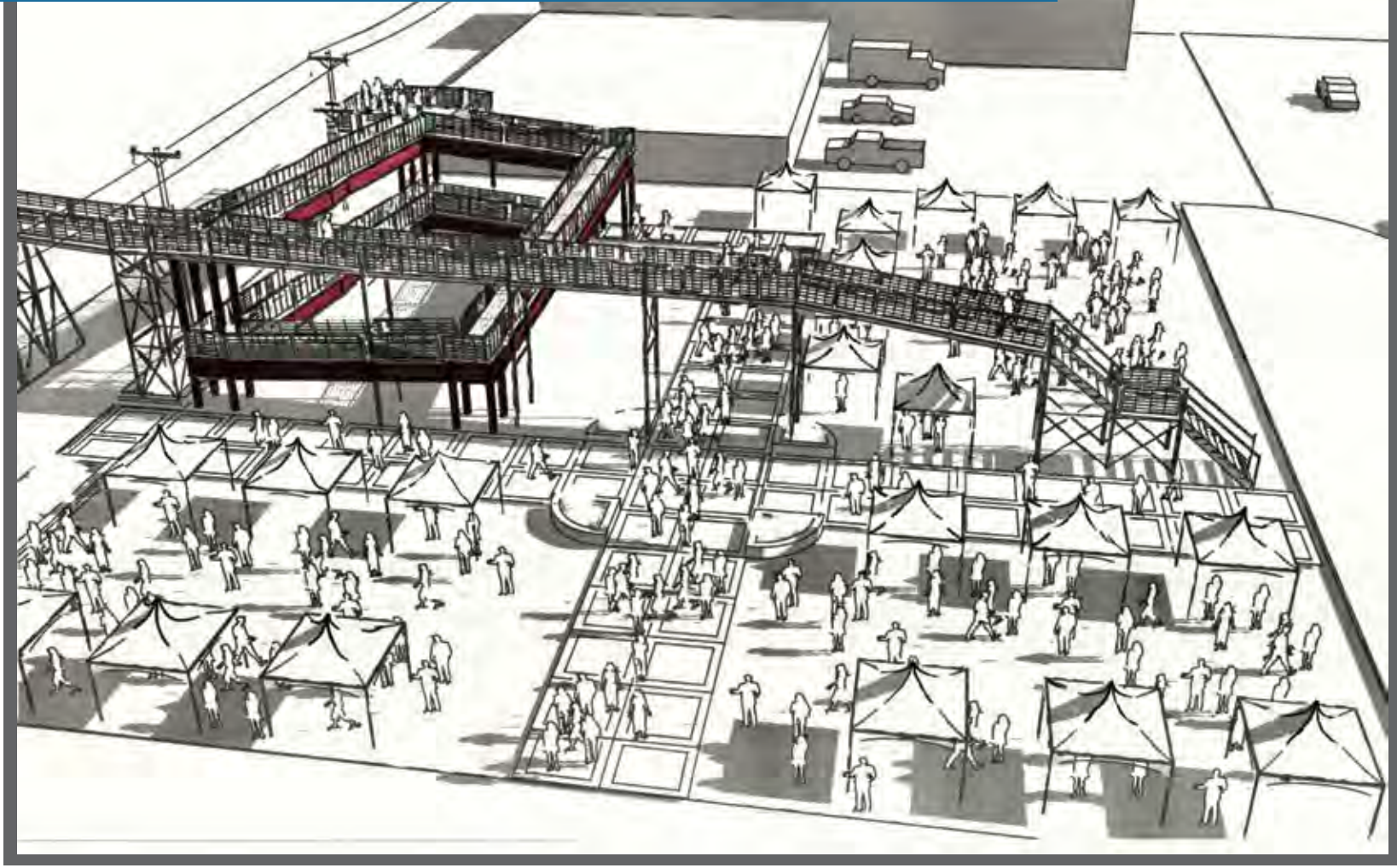
• \$493,000



- 320 foot long ramp
- Larger footprint
- Incorporate viewing platform for photos and events. History plaques at each landing.
- Opportunity to incorporate artwork / landscaping in center.

? Do we need to **KEEP** the existing stairs & ramp or are you open to **REMOVING** them?

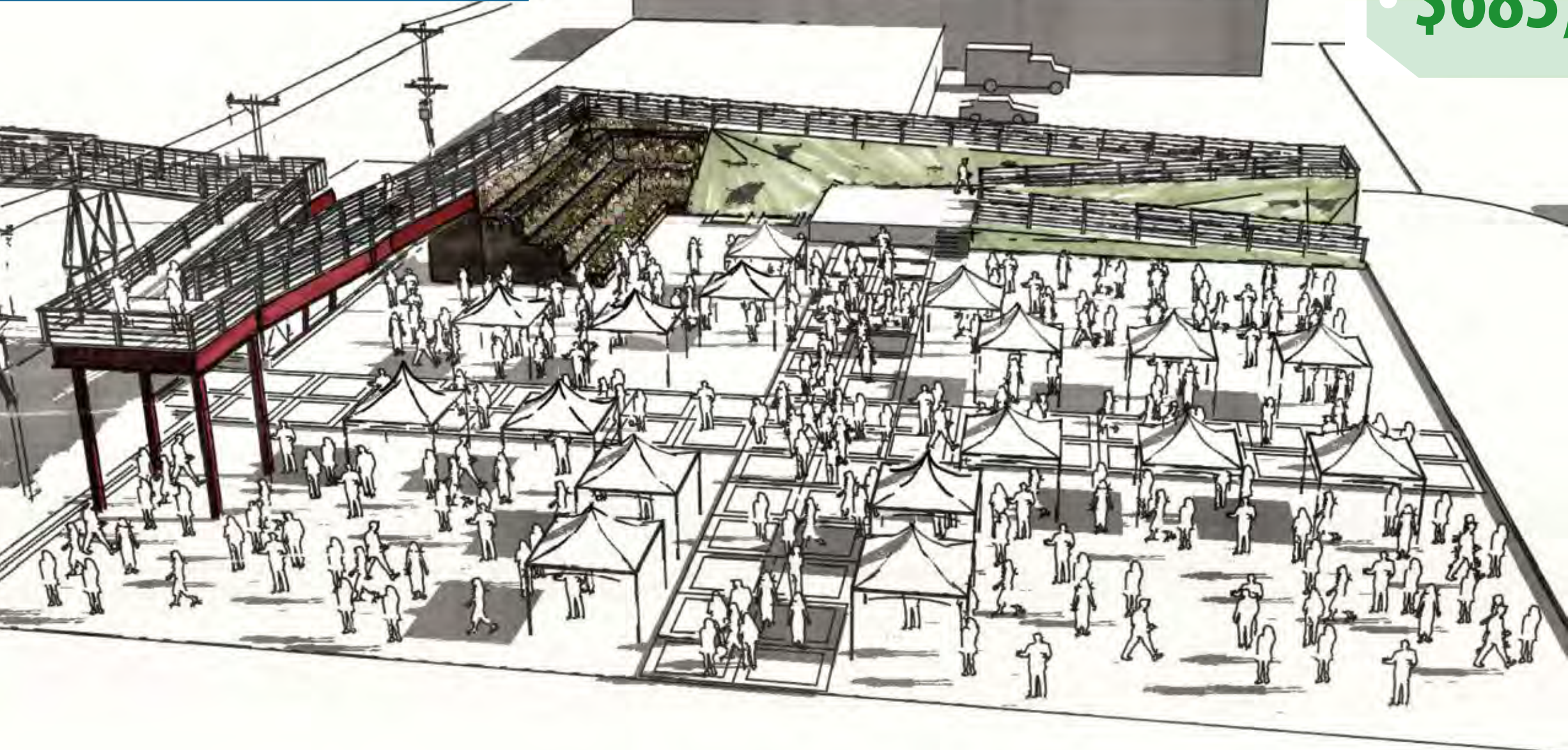
Loop Ramp + Rehab Existing Stairs



• \$749,000 * **HIGHER COST OPTION. Must be combined with ELEVATOR/LIFT on north side.**

Terrace / Stage Ramp

• \$683,000



* **HIGHER COST OPTION. Involves removal of existing stairs and ramp span and must be combined with ELEVATOR/LIFT on north side.**

- Larger footprint
- Highest construction cost.
- Incorporate stage & landscaping or seating into embankment area.
- Incorporate history plaques on landings

LIGHTING OPTIONS

Existing Lighting



Potential Lighting Upgrade Features:

- Opportunity to showcase the structure at night.
- LED Lighting
- Programmable
- Color change options to celebrate seasons and special events.

Lighting types that may be feasible within existing project budget:

Rope Lighting

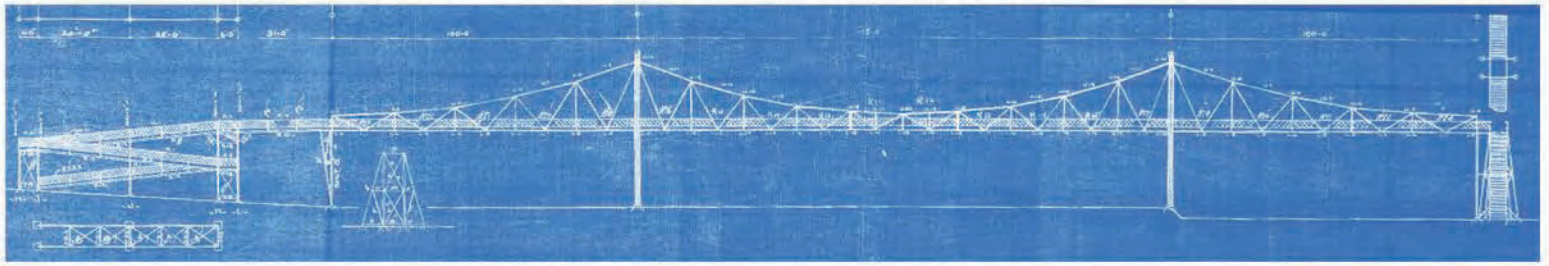


- Defined lines of light
- Outline individual members

Targeted Flood Lighting



- Softer look
- Wash of light/color on individual structural elements



Jefferson Avenue Footbridge INFORMATIONAL OPEN HOUSE

4 - 6 p.m. Thursday, March 29

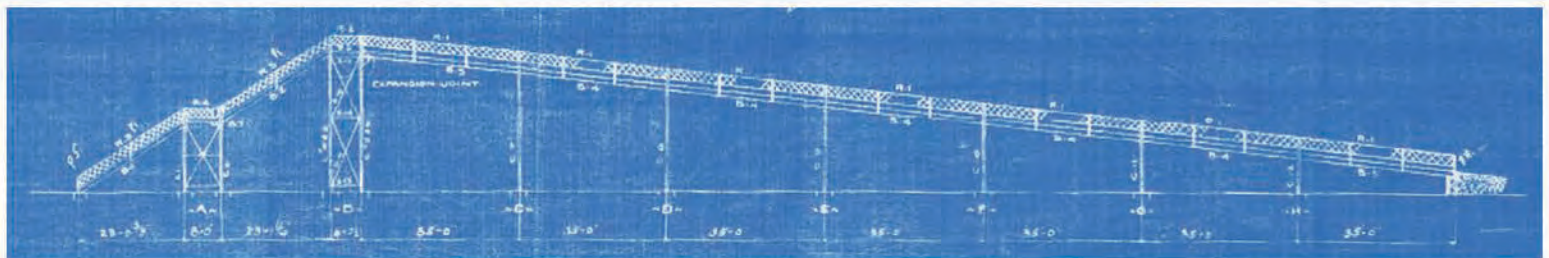
White River Brewing Company

(505 W. Commercial Street)

*Please join us to learn about the
options and tell us what you think!*

The City of Springfield is in the final design phase of the rehabilitation of the historic Jefferson Avenue Footbridge. In order to complete the final plans for City Council's consideration, the rehabilitation team is gathering public input on ADA accessibility features and lighting design.

This is a come-and-go event. There will be no formal presentation.



For more information, visit springfieldmo.gov/footbridge.

You are invited to a Springfield City Council Workshop:

UPDATE ON JEFFERSON AVENUE FOOTBRIDGE



**Wednesday, Oct. 26
6 p.m.
at the Savoy Ballroom
(224 E. Commercial Street)**

Join us as City Council hears a report on the findings of a recent structural evaluation of the historic bridge and learns about recommendations for rehabilitation.

For more information, visit springfieldmo.gov/footbridge.



840 Boonville Ave.
Springfield, MO 65802

CITY COUNCIL WORKSHOP:
Jefferson Ave. Footbridge Update
WEDNESDAY, OCT. 26
springfieldmo.gov/footbridge

FACT SHEET:

Jefferson Avenue Footbridge

During a weekly inspection of the Jefferson Avenue Footbridge, Public Works noticed corrosion and steel loss in the north support column of the 114-year-old bridge. Public Works brought in experts from Great River Engineering and MoDOT to evaluate the bridge for safety.

While the bridge is not in imminent danger, it is in the best interest of the public to keep it closed to conduct a full evaluation and determine repair options. It is anticipated this evaluation will be completed in the fall of 2016.



During the closure, engineers from Great River will also take an in-depth look at the bridge's other support columns and develop a larger rehabilitation plan for the entire bridge if needed.

Great River Engineering is a Springfield-based civil engineering firm that has rehabilitated several bridges in the area – Riverside Bridge and Mill Pond Bridge in Ozark, Devil's Elbow Bridge in Pulaski County and the Meramec River U.S. 66 Bridge in Eureka.

History of the bridge

The footbridge was built in 1902 by the American Bridge Co. Its design is cantilevered warren through truss. The engineer in charge of construction was J.W. Hoover. The bridge is on the National Register of Historic Places and is 562 feet. It allows pedestrians to cross 13 sets of railroad tracks. In the 1990s, BNSF sold the Jefferson Avenue Footbridge to the City of Springfield for \$1.

The Jefferson Avenue Footbridge underwent complete restoration in 2002, just in time for its centennial celebration.

As the footbridge approached its 100th anniversary, it became apparent that a major rehabilitation was required to preserve the aging structure.

The City of Springfield partnered with the Commercial Club to obtain federal transportation enhancement grants and Community Development Block Grant funding to save the historic footbridge. In addition to the extensive rehabilitation work on the footbridge, a gathering place plaza was created adjacent to the Commercial Street terminus. The rehabilitation work was conducted in 2001 and 2002 at a cost of just over \$518,000. Nearly 100 years after the original footbridge was constructed, the rehabilitated structure was reopened to pedestrian traffic and rededicated April 17, 2002.



PLEASE USE ALTERNATE PEDESTRIAN ROUTES:

North Washington Avenue east of the footbridge and **North Lyon** west of the footbridge offer alternate routes for pedestrians to access the Woodland Heights neighborhood from Commercial Street. Both streets offer pedestrian tunnels under the railroad bridges that allow pedestrians to cross safely.



Jefferson Avenue Footbridge Rehabilitation

History of ownership & maintenance

- Built in 1902
- Modifications made in 1954 – original ramps were removed
- Transfer of ownership and maintenance from BNSF to the City in 1998.
- Bridge Rehabilitation in 2002.
- Placed on the National Register of Historic Places in 2003.





Significance

- Icon of Springfield History
- Symbol of Northside
- Transportation connection for pedestrians & bicycles
- Connection to revitalizing creative neighborhood
- Significant to businesses in a booming historic district.
- A significant element in the C-Street Plaza & Farmer's Market area.

Reminder: Severity of Situation

- **Truss & Towers:** 1 out of every 3 members need repaired or strengthened (36.4%)
- **South Approach:** 6 of 10 vertical columns need strengthened
- **Stairs (North & South):** Both need replaced
- **Paint:** Paint system failing in numerous locations - new paint needed
- Bridge has 3 coats of paint (lower 2 coats contain lead-based paint)

**Overall “Poor”
condition rating**

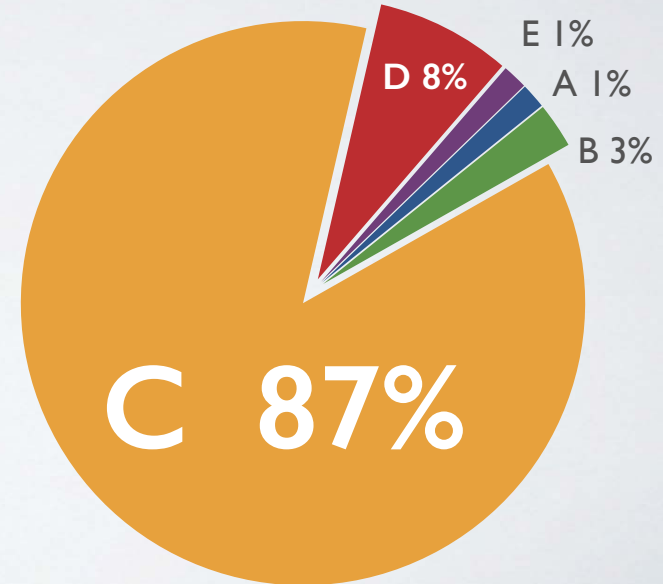


Cost of doing nothing:
**\$410,000 to
tear it down**

Rehabilitation Options & Public Input

350 surveys collected – Nov. 2016

- A. Do Nothing – 1%
- B. Minimal Rehab with Future Replacement – 3%
- C. **Preserve the Original Bridge – 87%**
- D. Full Rehab with Future Replacement – 8%
- E. Replacement – 1%



ADA/Lighting Public Input

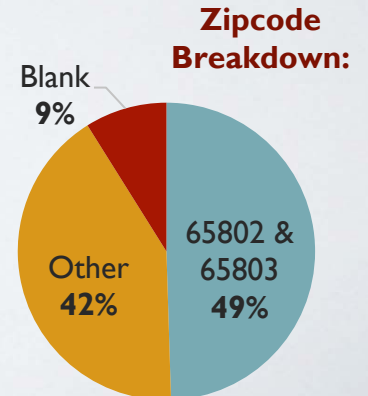


Public Open House – March 29

Over 80 attendees

Online Comment Card
Available through April 15

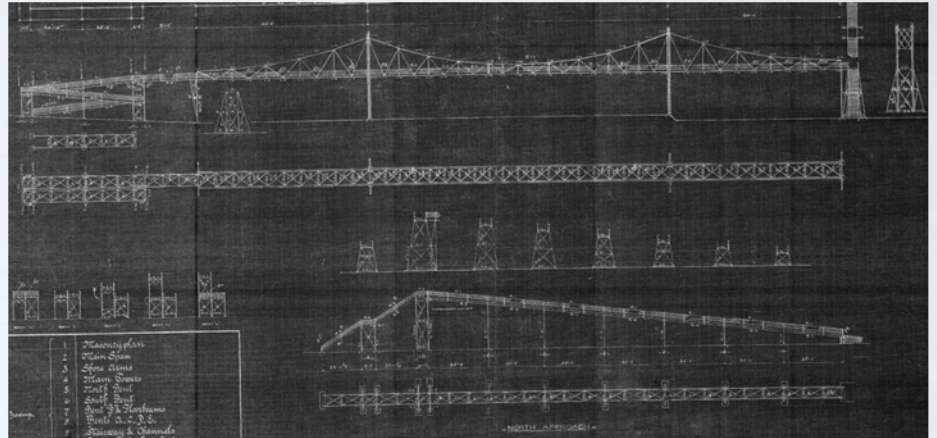
95
Total
Comment
Cards
Submitted



Rehabilitation Team ADA Facility Recommendation

City ADA Commitment & Design

- Legal ADA Obligations
- MoDOT requirement for use of federal funds
- It's the right thing to do



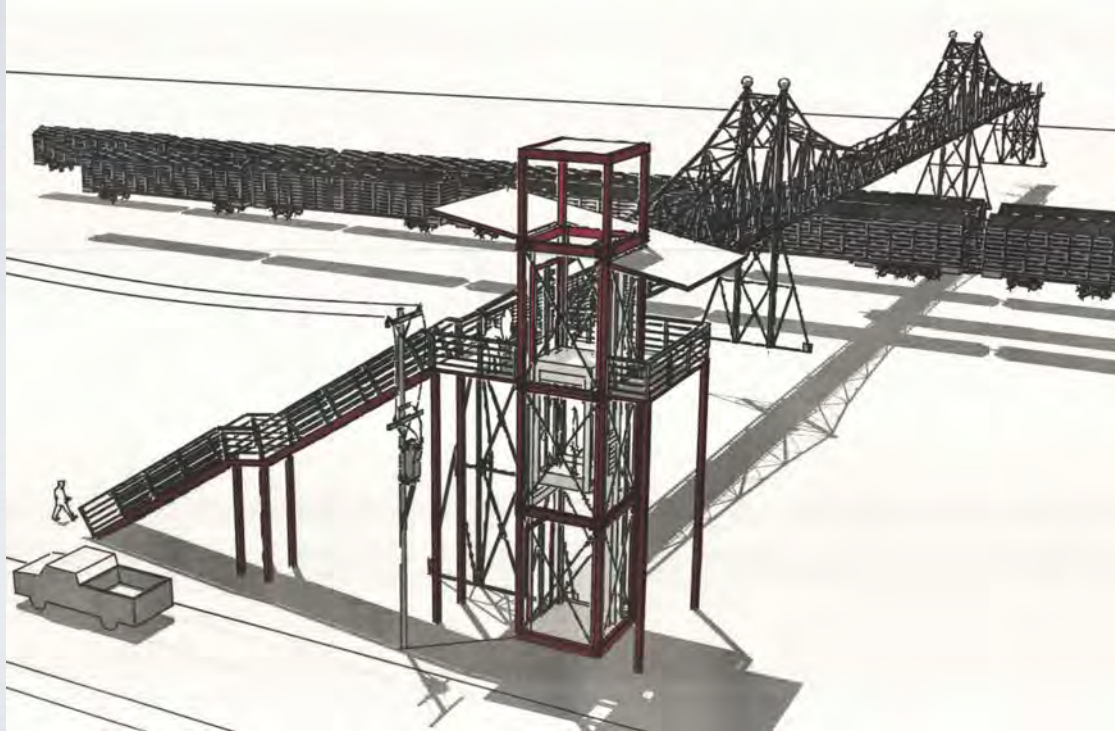
Main Bridge Span



Historic Bridge Span
Rehabilitation Cost Estimate:

\$1.4 million

Northside Recommendation



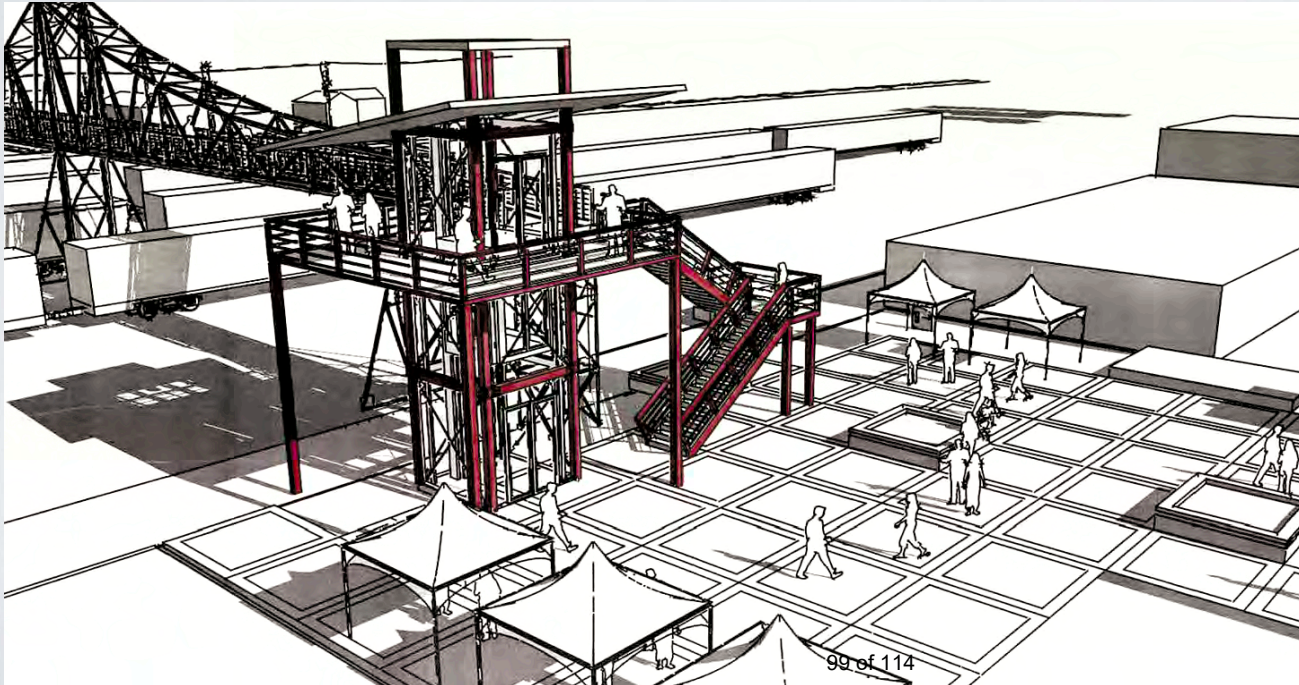
Elevator / Lift **\$330,000**

- Rehab existing stairs
- Provide new sidewalks for ADA connectivity
- Provide viewing platform

Southside Recommendation

Elevator / Lift + Stairs

\$382,000



- Remove existing ramp span and stairs
- Opens up plaza space
- Viewing platform for photos and outlook of the bridge & street
- Incorporate educational component to celebrate the history of the bridge.
- Discuss partnership with C-Street stakeholders and CID for daily monitoring and maintenance

Total Cost for Recommended Design

Historic Truss Rehab	\$1,402,000
Northside Elevator / Lift & Stairs	\$330,000
Southside Elevator / Lift & Stairs	\$382,000
Engineering Design	\$199,000

TOTAL REHABILITATION COST ESTIMATE

\$2,313,000

Reminder: Initial Rehabilitation Estimate - \$2.8 Million

Proposed Funding Plan

Proposed Funding Plan

Design Phase and Funding Plan Development have been conducted side-by-side.

Proposed funding solution relies primarily on federal funds available through the Federal Surface Transportation Block Grant (STBG) with a local match pulled together from various sources.

Federal Funding + Local Match

80%

20%

STBG Funds

- We have accumulated approximately **\$8 million** for upcoming projects
- Allocating **\$2 million** toward the Jefferson Avenue Footbridge would utilize approximately **25% of our available funds**
- The City receives approximately **\$3 million per year** allocated each October.

STBG Cost-Share Projects

Public Works is currently working with MoDOT to utilize STBG funds on several cost-share opportunities around the City over the next few years, including:

- Campbell Avenue and Republic Road Intersection Improvements
- Kearney Street and West Bypass Intersection Improvements
- Kansas Expressway and Sunset Street Intersection Improvements
- Kansas Expressway and Walnut Lawn Street Intersection Improvements

Proposed Funding Plan

Proposed Federal Grant Funding	\$1,691,200
---------------------------------------	--------------------

Proposed Local 20% Match Required	\$422,800
--	------------------

Engineering Services (already funded by 1/8-cent)	\$199,000
--	------------------

Total overall estimated rehab cost	\$2,313,000
---	--------------------

Potential Sources for Local Funding Match

1/8-Cent Cost Share Program	\$64,286
1/8-Cent Bridge Program	\$64,286
1/8-Cent Alternative Transportation Program	\$64,286
1/8-Cent Fund Balance	\$64,286
1/4-Cent Cost Share Program	\$64,286
1/4-Cent Fund Balance	\$64,286
Pothole Funds	\$64,286
Funds Raised By Commercial Street	\$50,000

TOTAL

\$500,000

Next Steps:

If City Council gives direction to proceed:

- 1) Pursue MoDOT agreement to use federal Surface Transportation Block Grant (STBG) funds (Council Approval in May/June)
- 2) Continue the historic review process with State Historic Preservation Office (SHPO 106 process)
- 3) Develop historic and interpretive signage to tell the story of the bridge
- 4) **Bid Project (Fall 2018)**
- 5) Council Approval of Bids (Fall 2018)

State Historic Preservation Office

I 06 Process

We have worked directly with SHPO throughout the rehabilitation planning and design process.

SHPO directed us to gather public input on the ADA and lighting options in order to move forward with the I 06 process.

SHPO I 06 – The process when making any changes or alterations to an historic structure.

In order to move forward with this process we need approval to move forward with our recommended rehabilitation and funding plan.

SHPO 106 Process

In order to get approval from **SHPO**, we need to present our rehabilitation plans to various stakeholder groups:

- **Springfield Landmarks Board**
- National Trust
- State Historic Society
- Missouri Preservation
- Historic Bridges
- Bridge Hunter
- Historic Bridge Foundation (National)
- Greene County Historical Society
- Any others who are interested in participating

Landmarks Board

Informational presentation to the Landmark's Board - March 14, 2018

- Very supportive of the rehabilitation and preservation of the bridge.
- Suggested presenting a rehab option that included the reconstruction of the original non-ADA bike ramps.
- No major concerns expressed.
- We will be going back to the Landmarks Board with our final recommended design - Certificate of appropriateness needed.

Other options for North-South connectivity in the C-Street Area

Completed Fall 2016 – BNSF replaced the bridge deck over Lyon Avenue. The City replaced sidewalk from Chase Street south to the bridge.

Completed Summer 2017 – Commercial Street Streetscape Phase 5. Included sidewalk replacement from the bridge on Washington Avenue to Commercial Street.

Researching possible underpass improvements and working with BNSF will take time. This can be worked on concurrently with the next steps in the footbridge process.

Other options for North-South connectivity in the C-Street Area

The train tracks present a challenge in pedestrian connectivity to the Commercial Street district. The easement we have with BNSF is a unique arrangement and opportunity for providing connectivity.

The Washington underpass is currently part of the Link bike route network.

We are not aware of any Greenway connections or trails planned in the area. We can also work concurrently with them to discuss possibilities for integrating trail connections.

VS Engineering Evaluation

In Summer 2017, the Commercial Club secured a “second opinion” from Indiana firm VS Engineering.

(Provide Public Works’ analysis & comparison response letter to Commercial Club)

VS Engineering conducted an informal assessment. Their report reaffirms the need for a major rehabilitation of the footbridge.

- We agree with some of their recommendations, others we have found would not be feasible.
- VS cost estimate only included the historic part of the bridge – the truss – and did not include ADA facilities or discuss a treatment for the damaged north or south stairs.



Questions

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 01-07-20

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 009

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the Department of Public Works for Fiscal Year 2019-2020
2 in the amount of \$22,000,000, to appropriate the estimated proceeds of
3 the first four years of the 1/8-Cent Transportation Sales Tax approved by
4 the Springfield voters on November 5, 2019; and authorizing the City
5 Manager to exercise any necessary powers to complete transportation
6 projects funded by the 1/8-Cent Transportation Improvements Sales Tax
7 for the purpose of funding and completing those projects funded herein for
8 2021-2025.
9 _____

10
11 WHEREAS, the 1/8-Cent Transportation Sales Tax was originally approved by
12 the qualified voters of the City in 1996; and
13

14 WHEREAS, said tax has been renewed on a continual basis since that time with
15 its most recent iteration being approved by the qualified voters of the City on November
16 5, 2019; and
17

18 WHEREAS, the most recent iteration of said tax extended the tax's term from
19 three years to 20 years; and
20

21 WHEREAS, to facilitate the City's efforts to design and begin contract
22 negotiations for projects to be funded by said tax, City Council desires to appropriate
23 the estimated revenues to be generated by the tax for the next five years; and
24

25 WHEREAS, the estimated generated revenues of said tax is \$22,000,000; and
26

27 WHEREAS, City Council desires to authorize the City Manager to exercise any
28 powers necessary to ensure that projects funded by the 1/8-Cent Transportation Sales
29 Tax are completed in an efficient and timely manner, including the power to enter into
30 contracts on behalf of the City to acquire any needed rights-of-way or real property and
31 any other contracts required.
32

33 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF

34 SPRINGFIELD, MISSOURI, as follows, that:

35
36 Section 1 – The budget of the Department of Public Works for Fiscal Year 2019-
37 2020 is hereby amended in the accounts and in the amounts as shown on Budget
38 Adjustment No. 026, which is attached hereto as “Exhibit A,” and is incorporated herein
39 by this reference.

40
41 Section 2 – The City Manager is directed to cause the appropriate accounting
42 entries to be made in the books and records of the City.

43
44 Section 3 – The City Manager, or his designee, is hereby authorized to exercise
45 any and all powers necessary to implement the high priority transportation projects
46 funded by the 1/8-Cent Transportation Sales Tax, including, without limitation, the
47 execution of any agreements or contracts for the purchase of any rights-of-way or real
48 property interests which are required to complete said projects and the hiring of any
49 consultants or design professionals whose services are necessary for the completion of
50 said projects.

51
52 Section 4 – This Ordinance shall be in full force and effect from and after passage.

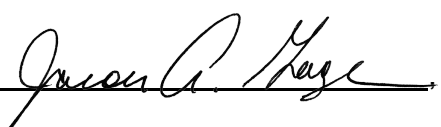
53
54 Passed at meeting: _____

55
56 _____
57 Mayor
58

59
60 Attest: _____, City Clerk
61

62
63 Filed as Ordinance _____
64

65
66 Approved as to form: , Assistant City Attorney
67

68
69 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 009

FILED: 01-07-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$22,000,000, to appropriate the estimated proceeds of the first four years of the 1/8-Cent Transportation Sales Tax approved by the Springfield voters on November 5, 2019; and authorizing the City Manager to exercise any necessary powers to complete the transportation projects funded by the 1/8-Cent Transportation Sales Tax; for the purpose of funding and completing those high-priority transportation investments funded herein.

BACKGROUND: The 1/8-Cent Transportation Sales Tax was originally approved by Springfield voters in 1996 and renewed in 2000, 2004, 2008, 2012, and 2016 with a four (4) year “sunset” provision. The recent 2019 renewal extended the “sunset” provision to twenty (20) years. These projects have typically included economic development and quality of life enhancement projects through shared funding, major street resurfacing and rehabilitation, traffic flow & safety projects such as signal system improvements, turn lane safety improvements, and railroad crossing improvements, bridge repair/replacement, walkability projects including sidewalks, bike routes, trails, bus stop improvements, and other high-priority street and intersection improvement projects. Eleven (11) projects and programs are approved for the 1/8-Cent Transportation Sales Tax Program for 2021-2025.

The proceeds from the 1/8-Cent Transportation Sales Tax have been designated for high-priority transportation projects in the amount of \$22,000,000. To facilitate efforts to design and begin contract negotiations for these projects, it is necessary to appropriate the estimated proceeds to be generated by the tax. A budget adjustment in the amount of \$22,000,000 is included for this purpose. The 2021-2025 1/8-Cent Transportation Sales Tax is projected to generate \$24,250,000, providing an estimated contingency reserve of \$2,250,000 that is not being budgeted with this Council bill.

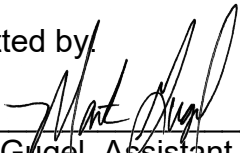
This Council bill will also authorize the City Manager to enter into contracts with consultants and design professionals for services related to the 1/8-Cent Transportation Sales Tax projects and to acquire the right-of-way and real property needed to complete the projects funded by the 1/8-Cent Transportation Sales Tax.

Supports the following City Council Priorities:

- Public Safety
- Economic vitality
- Fiscal sustainability

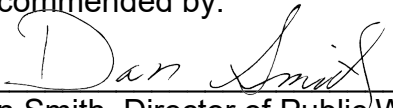
REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
026

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
40060	20	73020	401510	000000	00000	\$ 22,000,000	Estimated 2021-2025 1/8-Cent Transportation Sales Tax Revenues for voter approved projects (Years 1 through 4 of twenty (20) year sales tax)
Net Revenue Adjustment						\$ 22,000,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
40060	20	73020	509110	000000	00000	\$ 22,000,000	2021-2025 1/8-Cent Transportation Sales Tax Projects (Projects/Programs for Years 1 through 4 of twenty (20) year sales tax)
Net Expenditure Adjustment						\$ 22,000,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate the estimated revenues of years 1 through 4 (2021-2025) of the twenty (20) year 1/8-Cent Transportation Sales Tax, approved by the Springfield voters on November 5, 2019, to be used to fund the 1/8-Cent Transportation Sales Tax Program for 2021-2025.

Requested By:

Dan Smith 1/8/20
Department Head Date

Approved By:

DL Hill 1/8/20
Director of Finance Date

Authorization:

Council Bill No. 2020-009
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed 01-07-20

Sponsored by Ollis

First Reading

Second Reading

COUNCIL BILL 2020-010

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 one new job title to the Crafts, Trades and Labor ("CTL") salary schedule; by adding seven new job titles to the Professional, Administrative and Technical ("PAT") salary schedule; by adding three additional full-time equivalent positions; and by amending the Fiscal Year 2019-2020 budget of the City of Springfield, Missouri to adjust the authorized employee positions of the City.

WHEREAS, the Department of Human Resources proposes adding several job titles to address the expanded scope of responsibilities of existing positions within the Law Department, the Environmental Services Department, and Risk Management; and

WHEREAS, one new job title will be established, Paralegal Coordinator, PAT-8, to develop a career ladder within the Law Department; and

WHEREAS, six new job titles will be established within the Environmental Services Department including Instrument Technician II, CTL-13, to develop a career ladder; Environmental Field Technician, PAT-6, to address a significant increase in field sampling and testing workload; Environmental Compliance Technician, PAT-6, Environmental Compliance Inspector, PAT-7, and Senior Environmental Compliance Specialist, PAT-9, to update existing job titles with current industry specific language; and Environmental Compliance Specialist, PAT-8, to address higher-level work; and

WHEREAS, three job titles will be deleted: Water Pollution Control Inspector I PAT-6, Water Pollution Control Inspector II PAT-7 and Pretreatment Inspector PAT-9; and

WHEREAS, one new job title will be established, Senior Claims Specialist, PAT-8, to develop a career ladder opportunity within the Risk Management department; 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 (“CTL”) and the Professional, Administrative and Technical (“PAT”) salary schedules are hereby amended by adding the following eight job titles:

Proposed Job Title and Salary Grade
(Titles to be Added)

Classification	Grade
<u>Environmental Field Technician</u>	<u>PAT-6</u>
<u>Environmental Compliance Technician</u>	<u>PAT-6</u>
<u>Environmental Compliance Inspector</u>	<u>PAT-7</u>
<u>Environmental Compliance Specialist</u>	<u>PAT-8</u>
<u>Paralegal Coordinator</u>	<u>PAT-8</u>
<u>Senior Claims Specialist</u>	<u>PAT-8</u>
<u>Senior Environmental Compliance Specialist</u>	<u>PAT-9</u>
<u>Instrument Technician II</u>	<u>CTL-13</u>

Proposed Job Title and Salary Grade
(Title to be Deleted)

Classification	Grade
Water Pollution Control Inspector-I	PAT-6
Water Pollution Control Inspector-II	PAT-7
Pretreatment Inspector	PAT-9

Section 2 - The Fiscal Year 2019-20 budget for the City of Springfield, Missouri, Department of Environmental Services is hereby amended by changing the number of authorized job positions for said department, by adding an additional full-time equivalent (“FTE”) position in the Environmental Compliance Inspector, PAT-7 title; adding one FTE position in the Environmental Field Technician, PAT-6 title; and one FTE position in the Instrument Technician, CTL-12 title, to the department.

80 Section 3 - This Ordinance shall be in full force and effect from and after
81 passage.

82
83 Passed at meeting: _____

84
85 _____
86 Mayor

87
88 Attest: _____, City Clerk

89
90 Filed as Ordinance: _____

91
92
93 Approved as to form: Rhonda Lewsader, City Attorney

94
95
96 Approved for Council action: Jason A. Hays, City Manager
97

EXPLANATION TO COUNCIL BILL 2020-010

FILED: 01-07-20

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 one new job title to the Crafts, Trades and Labor ("CTL") salary schedule; by adding seven new job titles to the Professional, Administrative and Technical ("PAT") salary schedule; by adding three additional full-time equivalent positions; and by amending the Fiscal Year 2019-2020 budget of the City of Springfield, Missouri to adjust the authorized employee positions of the City.

BACKGROUND INFORMATION: This Council bill addresses human resources related matters for several departments, specifically the Law Department, Environmental Services, and Risk Management.

Within the Law Department, the Paralegal Coordinator (PAT-8) job title is requested as a career progression to the existing Senior Paralegal job title. Creation of this new title would provide an additional option for job growth within the Paralegal title while better allocating supervision duties. This position, if approved, would supervise the civil paralegal staff in addition to higher-level paralegal responsibilities.

The Environmental Services Department is proposing six new job titles. Three of these titles are proposed to update existing titles to better align with current industry language. These titles include Environmental Compliance Technician (PAT-6), Environmental Compliance Inspector (PAT-7) and Senior Environmental Compliance Specialist (PAT-9), which will replace Water Pollution Control Inspector I (PAT-6), Water Pollution Control Inspector II (PAT-7) and Pretreatment Inspector (PAT-9). The Environmental Compliance Specialist (PAT-8) title is requested to address higher-level work and responsibilities that have been added to this work group. The Environmental Field Technician (PAT-6) is requested to address a significant increase in the volume of work associated with the City of Springfield Sanitary Landfill expansion and federal regulations requiring additional sampling and testing of gas emissions. A new job title of Instrument Technician II (CTL-13) is requested as a career ladder progression for a limited number of staff serving in the existing Instrument Technician (CTL-12) job title. If approved, this career ladder would have increased responsibilities.

The new title of Senior Claims Specialist (PAT-8) is being requested for the Risk Management Department. If approved, this position would create a career ladder for the Claims Specialist (PAT-7) position resulting in the assignment of a broader scope of duties, including some decision-making responsibilities which are currently handled by the Director of Risk Management.

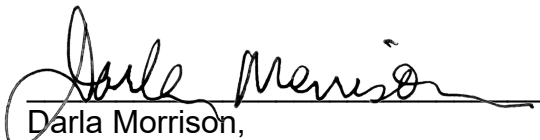
REMARKS: Human Resources has completed job evaluations for these new job titles and concluded that based on the scope of responsibility required of each position, the recommended salary grade assignments, as outlined in the attached Council bill, are

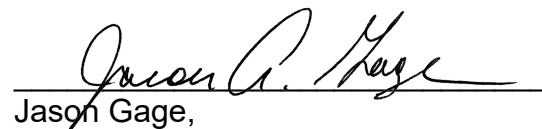
consistent with the level of responsibility.

BUDGET NOTE: Funds to implement a career ladder for the Paralegal Coordinator (PAT-8) title total \$5,186 annually. The Law Department budgeted for this cost through the Fiscal Year 2019 budget, so no budget adjustment is necessary. The cost for three additional FTEs and proposed career ladders in the Environmental Services Department is collectively \$172,675. No budget adjustment would be needed for the current fiscal year due to salary savings from vacant positions and the upcoming fiscal budget would include these costs. Funding for the Senior Claims Specialist (PAT-8) would result in an increase in cost of \$5,154, but no budget adjustment is necessary due to salary savings from a vacant position in the same department.

Submitted/Recommended by:

Approved by:


Darla Morrison,
Director of Human Resources


Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed 01-07-20

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2020- 011

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to amend contracts with Infor
2 Public Sector, Inc., and appropriate Fiscal Year 2018-2019 carryover
3 funds by amending the budget of the Department of Information
4 Systems for Fiscal Year 2019-2020 in the amount of \$250,000.00, for
5 the purpose of continuing with Phase 2 of the implementation of the
6 Infor Community Regulation and Development software.
7 _____
8

9 WHEREAS, the Information Systems ("IS"), Building Development Services,
10 Planning and Development, Public Works, Environmental Services, Public Information
11 Office, Health, and Finance departments have been working with Infor Consulting Services
12 to implement software that will become the central repository to track and manage service
13 requests, code enforcement cases, residential and commercial development permitting,
14 permits, licenses, inspections, and online payments. The Infor software is also used to
15 maintain public infrastructure such as streets, sidewalks, sewer, and traffic signs; and
16

17 WHEREAS, the Infor software replaces permitting software that was first used by the
18 City in the 1990s and is based on outdated technology that is no longer supported by the
19 company that developed it; and
20

21 WHEREAS, additional funds in the amount of \$250,000 are required to continue the
22 implementation of Phase 2 software.
23

24 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
25 SPRINGFIELD, MISSOURI, as follows, that:
26

27 Section 1 – The City Manager, or his designee, is hereby authorized to enter into an
28 amended contract with Infor Public Sector, Inc., substantially in the form of the Addendum
29 attached hereto and incorporated herein by reference as "Exhibit A," for the purpose of
30 continuing with the Phase 2 implementation of the Infor Community Regulation and
31 Development software.
32

33 Section 2 – The City Manager, or his designee, is hereby authorized to take such
34 other actions as necessary and proper to facilitate the continuing implementation of the Infor
35 Community Regulation and Development software.
36

37 Section 3 – The Department of Information Systems budget for Fiscal Year 2019-
38 2020 is hereby amended in the accounts and in the amounts as shown on Budget
39 Adjustment No. 022, a copy of which is attached hereto and incorporated herein by
40 reference as “Exhibit B.”
41

42 Section 4 – City Council finds that the budget adjustment made above has been
43 recommended by the City Manager.
44

45 Section 5 – The City Manager is directed to cause the appropriate accounting entries
46 to be made in the books and records of the City.
47

48 Section 6 – This Ordinance shall be in full force and effect from and after passage.
49

50 Passed at meeting: _____
51

52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59
60 Approved as to form: K. Stucky, Assistant City Attorney
61

62
63 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 011

FILED: 01-07-20

ORIGINATING DEPARTMENT: Information Systems

PURPOSE: Authorizing the City Manager, or his designee, to amend contracts with Infor Public Sector, Inc., and appropriate Fiscal Year 2018-2019 carryover funds by amending the budget of the Department of Information Systems for Fiscal Year 2019-2020 in the amount of \$250,000.00, for the purpose of continuing with Phase 2 of the implementation of the Infor Community Regulation and Development software.

BACKGROUND INFORMATION: The Information Systems, Building Development Services, Planning and Development, Public Works, Environmental Services, Public Information Office, Health, and Finance Departments have been working with Infor Consulting Services to implement software that will become the central repository to track and manage service requests, code enforcement cases, residential and commercial development permitting, permits, licenses, inspections, and online payments. The Infor software is also used to maintain the public infrastructure data such as streets, sidewalks, sewer, and traffic signs.

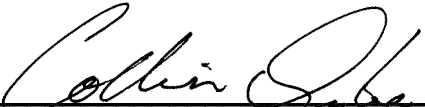
This Infor software replaces permitting software that was first used by the City in the 1990s and is based on outdated technology and is no longer supported by the original company that developed it.

Phase 1 went live on October 15, 2018. It included residential and commercial development projects and permits, Planning, Public Works, and Environmental Services applications and permits, and the public web portal, eCity.

Phase 2 is divided into 3 releases. Release 1 went live on October 14, 2019. It included service requests and code enforcement cases for zoning and nuisance, inspector mobile tablets, vendor site permits and garage sale licenses. Release 2 is currently in development. It includes service requests and code enforcement cases for blighted buildings, housing, overgrowth (weeds) and surfacing sewage; and temporary business licenses.

To implement Release 3 of Phase 2, \$250,000, of additional funding is required. Carryover funds will be appropriated to cover the needed additional funding. Release 3 includes business licenses, business license taxes, building trade certifications, liquor license investigation, and neighborhood parking permits.

Recommended by:


Collin Quigley, Deputy City Manager

Approved by:


Jason Gage, City Manager



Exhibit A

CHANGE ORDER

INTRODUCTION

1.0 CHANGE ORDER

Licensee (customer)	City of Springfield, OM
Project Name	IPS v11 Community Development and Regulation Stage 2 and Stage 3 Implementation
Project Number	32470069
Project Manager	Karen Holmcrans
Product(s)	Infor Public Sector version 11

Work Order Number	OP-04038890
Change Number	02
Description	Change Infor's level of support for testing, training, and configuration, and adjust the level of effort and services fees estimates accordingly.
Requestor	Infor and Customer
Prepared By	Alexander Acman

Change Status Log				Date
Initial identification/assessment				
Approved for detailed impact analysis (optional)				
Pending Approval				
Final Approval	Approved		Denied	
Updated project and budget plans				

1.1 Preliminary identification and assessment

Describe the change in detail

1. Infor shall provide training to the Licensee's agents. Training can include: Licensee instructor led training, testing support, method to track testing the application and user guides. The effort in support of training for Stage 2 is

20% of the total direct design, configuration, development and data conversion labor hours, as tracked in the financial status reports.

2. Licensee will take ownership of configuration of **10%** of the total effort to configure AP types for Stage 2. Infor will provide advice and guidance in the Licensee's configuration efforts.
3. Modify estimated travel and services for completion of Stage 2.

Reason for the change

Lessons learned and changes to prevent recurrence of issues encountered in Stage 1.

High level impact assessment

N/A

1.2 Detailed impact analysis

Impact on project plan (including estimated timelines)

None.

Target date (for implementation)

Immediately.

Impact on resource requirements

None.

Additional risk

2



Change Order (Americas PMO-v5b, Nov. 2012)

Impact on project plan (including estimated timelines)

Stage 2 – CDR is divided into 3 Releases. The scope of each Release is defined as the complete functionality (IPS, mobile, and Rhythm) and data conversion for a specified set of AP Types. The AP types included in Stage 2, Releases 1, 2 and 3 are shown in the table below. The scope of this Change Order is Release 3.

Stage 2 Application Types	Complexity	Release
15. Vendor Site Permit	Medium	Release 1
18. Nuisance Code Enforcement (Trash)	Medium	Release 1
21. Zoning Code Enforcement	Medium	Release 1
8. Garage Sale License	Medium	Release 1

17. Service Requests	Simple	Release 1
16. Single Family Rental Registration	Simple	Delayed
12. Temporary Business Licenses	Medium	Release 2
19 Blighted (Boarded Up/Dangerous Building) Code Enforcement	Very Complex	Release 2
2. Boarded-Up Building Permit	Medium	Release 2
20. Housing Code Enforcement	Medium	Release 2
22. Surfacing and Sewage Code Enforcement	Medium	Release 2
9. Overgrowth (Weeds) Code Enforcement	Very Complex	Release 2
11. Neighborhood Parking Permits	Medium	Release 3
10. Liquor License Investigation	Very Complex	Release 3
13. Temporary Catering or Picnic Licenses	Simple	Release 3
3. Build Trades Certifications	Complex	Release 3
4. Business Licenses	Very Complex	Release 3
5. Business License Citation (Case Type)	Medium	Release 3
Business License Taxes	Complex	Release 3

Impact on project cost

0 dollars.

Service Fee Estimate for Additional Services Provided under this Change Order

Service fee estimates are increased in total by \$231,925.

Stage 2 - CDR – Release 3			
Task / Resource	Hourly Rate	Hours	Amount
Analysis & Configuration / Consultant, Sr	\$ 200	450	\$90,000
Analysis & Configuration / GDS Sr Consultant Offshore	\$ 80	500	\$40,000
Solution Architect / Solution Architect	\$ 225	25	\$5,625
Data Conversion / Consultant, Sr	\$ 200	230	\$46,000
Project Management / Project Manager	\$ 225	200	\$45,000
Project Oversight / Project Director	\$ 265	20	\$5,300
Totals		1,425	\$231,925

Estimated reimbursable travel is \$16,950 for Stage 2 Release 3.

Estimated time and costs listed in this Change Order represent an estimate only and are in addition to the estimates provided in the original Work Order. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Change Order is foreseen, both parties must agree in writing to the additional work and document the change in a subsequent Change Order.

Who needs to be notified of the change

Licensee, billing, project manager, operations.

2.0 CHANGE APPROVAL / PAYMENT

By signing below, Licensee authorizes Infor to proceed with the work set forth in this Change Order and bill Licensee per the payment terms set forth in the original Work Order for any additional Services fees. Please return a signed copy of this Change Order to Infor PSO.

THE PARTIES have executed this Change Order through the signatures of their respective authorized representatives.

INFOR:	LICENSEE:
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Address:	Address:
Address:	Address:
Signature Date:	Signature Date:



Change Order (Americas PMO-v5b, Nov. 2012)

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
022

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	13	17010	501230			\$ 250,000	Infor Public Sector software
Net Expenditure Adjustment						\$ 250,000	

Fund Balance Appropriation:

Fund	Title	Amount
10110	General Fund Fund Balance	\$ (250,000)

Explanation: To amend the FY2019-20 budget and appropriating General Fund fund balance by appropriating FY19 carryover for the Infor Public Sector Community Development and Regulation Software for Phase 2 Release 3.

Requested By:


Department Head 1/8/20
Date

Approved By:


Director of Finance 1/8/20
Date

Authorization:

Council Bill No. 2020-011
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 51
Filed: 01-07-20

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 012

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a contract with
2 Motorola Solutions for the purchase of Avigilon Control Center
3 Software and necessary hardware to implement a system to record
4 the feeds from City of Springfield owned traffic cameras at a cost of
5 \$90,000.00.
6 _____
7

8 WHEREAS, the City of Springfield ("City") currently owns and operates 58 traffic
9 cameras located throughout the City; and
10

11 WHEREAS, the City's traffic camera feeds are monitored in real time at the
12 Traffic Management Center ("TMC") and are not currently recorded or retained; and
13

14 WHEREAS, in certain investigations, information captured on traffic cameras
15 could provide valuable evidence to the Police Department if it was recorded and
16 available for review; and
17

18 WHEREAS, Motorola Solutions provides hardware and software that is capable
19 of integrating into our existing network of cameras to add recording capabilities; and
20

21 WHEREAS, in addition to recording capabilities, Motorola Solutions also provides
22 analytical software that will allow the Police Department to allow for efficient searching
23 and analysis of recorded footage.
24

25 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
26 SPRINGFIELD, MISSOURI, as follows, that:
27

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 a contract with Motorola Solutions for the purpose of purchasing the hardware and
30 software necessary to begin recording the feeds from 58 City of Springfield owned
31 traffic cameras; said contract to be substantially in form and content as that document
32 attached hereto and incorporated herein by reference as "Exhibit A."
33

34 Section 2 – The total purchase price of \$90,000.00 will be funded out of the 1/4-
35 Cent Capital Improvements Sales Tax Minor Neighborhood Improvements Fund, with
36 the total cost split equally among the four zones.
37

38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.
40

41 Passed at meeting: _____
42

43 _____
44 Mayor
45

46 Attest: _____, City Clerk
47

48 Filed as Ordinance: _____
49

50
51 Approved as to form: , Assistant City Attorney
52

53
54 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020 -012

FILED: 01-07-20

ORIGINATING DEPARTMENT: Public Works; Police

PURPOSE: To authorize the City Manager, or his designee, to enter into a contract with Motorola Solutions for the purchase of Avigilon Control Center Software and necessary hardware to implement a system to record the feeds from City of Springfield owned traffic cameras in the amount of \$90,000.00.

BACKGROUND INFORMATION:

The City of Springfield currently owns and operates 58 traffic cameras that are monitored at the Traffic Management Center ("TMC"). The TMC monitors live feeds only, and the camera feeds are not currently recorded. The Police Department has proposed implementing a system for recording the traffic camera feeds so that the footage may be accessed for use in follow up investigations.

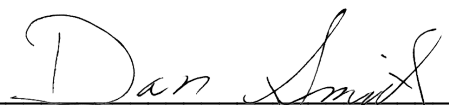
This bill would approve the purchase of Motorola Solution's Avigilon Video Solutions System. The purchase will include the Avigilon Control Center Software for video management, analytical software for video searching and analysis, and a high capacity HD Network Video Recording system for storage. Installation and user training will also be included. The total cost is \$90,000.00 and would be funded through the 1/4-Cent Capital Improvements Sales Tax Minor Neighborhood Improvements Fund (\$22,500 per Zone).

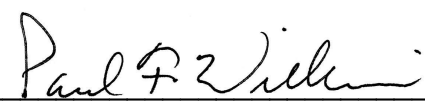
The recordings will be retained for a minimum of thirty (30) days in accordance with the Missouri Secretary of State Records Retention Schedule. The recorded footage will be retained by the Police Department, who will process all records requests under the Sunshine Law.

The recordings will not be used for enforcement of traffic laws but instead will serve only as a tool for follow-up investigations when they contain relevant information. Public Works and the Police Department have jointly developed policies dictating retention and use of the stored footage.

In addition to the 58 cameras owned by the City of Springfield, the TMC also monitors 58 cameras owned by the Missouri Department of Transportation. Those cameras would not be connected to this system and would remain live feeds only.

Submitted by:


Dan Smith, Director of Public Works


Paul Williams, Chief of Police

Approved by:



Jason Gage, City Manager



SPRINGFIELD, MO POLICE DEPARTMENT

MOTOROLA INTELLIGENT VIDEO SOLUTIONS BY AVIGILON

DECEMBER 26, 2019

VIDEO SURVEILLANCE SYSTEM PROPOSAL

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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December 26, 2019

Chief Paul Williams
Springfield Police Department
321 E. Chestnut Expressway
Springfield, MO 65802

Subject: SPD & Avigilon Video Surveillance

Dear Chief Williams,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the Springfield Police Department ("SPD") with quality equipment, software, and services. Motorola's project team has taken great care to propose a solution to address your needs and provide exceptional value.

This proposal includes solutions for the SPD's current video camera surveillance system in support of your initiative of using technology to more quickly analyze and respond to crime. Our proposal is in support of SPD's stated specific goals of new software solutions for capturing more data and sharing intelligence quickly to the field to reduce crime.

As the industry's premier supplier of public safety solutions, Motorola possesses many unique capabilities. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex problems while contributing to your organizational productivity and effectiveness. This proposal is subject to the terms and conditions of the enclosed Communications System and Services Agreement. To accept this proposal, SPD should return to Motorola a signed copy of the aforementioned agreement. This proposal remains valid until January 31, 2020.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project. Questions or inquiries may be addressed to your Account Manager, Denise Gibbs, at 312-270-3935.

Sincerely,

MOTOROLA SOLUTIONS, INC.

A handwritten signature in blue ink that reads 'Nicole Sherrill'.

Nicole Sherrill
MSSSI Territory Vice President
North America Government Markets

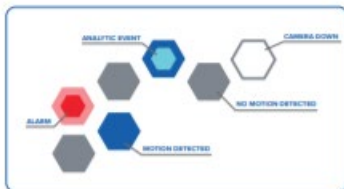
INTRODUCTION

Motorola Solutions Inc. (“Motorola”) is pleased to provide this proposal to the Springfield Police Department, Missouri in support of using Motorola’s video solutions by Avigilon to reduce crime and improve neighborhood safety to make the Springfield metropolitan area the safest community in the nation.

This proposal provides Springfield Police Department (“SPD”) components which supports SPD’s use of technology in your operations center to be proactive plus more quickly analyze and respond to crime. Motorola’s Avigilon intelligent video surveillance solution helps your team work smarter and more efficiently from call to case closure and exceed these growing expectations. Our end-to-end suite of video surveillance hardware and software provides your team with a unified, intuitive experience and the intelligent capabilities they need to perform at their best in their mission to serve and protect. In this proposal for SPD we have included Avigilon Control Center version 7 video management software and associated licenses, AI hardware appliances for injecting market leading analytics and features into your existing IP camera network, and network video recording hardware to securely store video for immediate retrieval, analysis, and retention per the department’s requirements.

Avigilon Control Center 7 Software

Avigilon Control Center (ACC) software is easy-to-use video management software that optimizes the way security professionals manage and interact with high-definition video. It efficiently captures and stores HD video, while intelligently managing bandwidth and storage using our patented High Definition Stream Management (HDSM) technology. Version 7 of the software introduces an entirely new way to monitor live video through its Focus of Attention interface, enabling operators to see at a glance what is happening across the entire site and more effectively triage and respond to the most important events.



Focus of Attention Interface

Redefining the experience for monitoring live video, Focus of Attention helps increase operator effectiveness by providing an overview of events occurring across all cameras in the site, including Avigilon analytic events, Unusual Motion Detection (UMD) events, motion events, and alarms. Operators can quickly triage the most important events at a given time by reviewing the associated live and recorded video to determine if a response is required.



Avigilon Appearance Search Technology

A sophisticated AI search engine that enables investigators to sort through hours of recorded video with ease and quickly locate a person or vehicle of interest across an entire site. Confirmed matches can also be used to initiate additional searches from other ACC™ sites. Search for a person or vehicle of interest by entering a physical description, or by finding an example in recorded video. Using Avigilon Appearance Search™ technology can dramatically improve incident response time and enhance forensic investigations by allowing investigators to build robust video evidence and create a powerful narrative of events.



Next-Generation Analytics and Self-Learning Video Analytics

ACC video management software enables analytic events and alarms to be viewed and searched through an intuitive user interface. Real-time events and forensic capabilities detect and notify operators of scene changes and rules violations.

Our proposal provides SPD with an integration of existing cameras into a new Avigilon Control Center (ACC) Video Management System along with associated hardware components to realize the benefits of the best-in-class video analytics provided by the solution. This proposal provides SPD with an enhancement to your operations center for quicker access to video and information to help solve complex problems while contributing and enhancing the productivity of the staff to help Springfield's efforts to be the among the safest communities in the nation.

SYSTEM DESCRIPTION

2.1 AVIGILON VIDEO SOLUTION OVERVIEW

The proposed Motorola's Avigilon Video Solution for the Springfield Police Department ("SPD") consists of the Avigilon Control Center (ACC) version 7 Enterprise Edition video management system and software licenses for up to fifty-eight (58) camera channels. The solution will integrate up to 58 existing cameras from the regional video surveillance network into the new Avigilon system to provide recording for SPD. Motorola has also included an upgrade to the next major release of ACC (version 8) when it comes available (estimated mid-2021); this major version upgrade will be provided at no cost to SPD.

The video recording will be provided by utilizing the Avigilon Network Video Recorder (NVR) – Premium version; a total of one (1) NVR unit will be included in the video solution. This NVR will each provide 96 terabytes (TB) of onboard storage to ensure secure, reliable, and scalable storage for video recorded from all connected cameras.

Analytic functionality will be applied into the existing cameras on the system by utilizing the Avigilon Artificial Intelligence (AI) appliance; a total of one (1) AI appliance will be included in the video solution. This hardware is deployed inside the camera network and adds patented self-learning video analytics to almost any IP camera.

For the complete equipment list to support the proposed system design, please refer to section 3, Equipment List below.

2.2 AVIGILON VIDEO SOLUTION PRODUCTS DESCRIPTION

2.2.1 Avigilon Control Center (ACC) version 7 – Enterprise Edition

ACC™ software is easy-to-use video management software that optimizes the way security professionals manage and interact with high-definition video. It efficiently captures and stores high-definition video, while intelligently managing bandwidth and storage using our patented High Definition Stream Management (HDSM)™ technology. Version 7 of the software introduces an entirely new way to monitor live video through its Focus of Attention interface, enabling operators to see at a glance what is happening across the entire site and more effectively triage and respond to the most important events. ACC7 combines an intuitive interface with advanced search function called Avigilon Appearance Search™ video analytics technology and that enable users to quickly locate a specific person or vehicle of interest or identify motion anomalies across all sites.

ACC video management software enables analytics events and alarms to be viewed and searched through an intuitive user interface. Real-time events and forensic capabilities detect and notify scene changes and rules violations.

SELF-LEARNING VIDEO ANALYTICS

ACC video management software enables analytics events and alarms to be viewed and searched through an intuitive user interface. Real-time events and forensic capabilities detect and notify scene changes and rules violations.

AVIGILON APPEARANCE SEARCH TECHNOLOGY

Avigilon Appearance Search technology is a sophisticated AI search engine for video data that incorporates the characteristics of a person's face. It sorts through hours of footage with ease, to quickly locate vehicles of interest or people even if items such as their clothing change over time across an entire site with ease. Using Avigilon Appearance Search technology can dramatically improve incident response time and enhance forensic investigations by allowing operators to build robust video evidence and create a powerful narrative of events. Avigilon Appearance Search technology permits users to initiate a search for a person by selecting certain specific physical descriptions. Confirmed matches can now be used to initiate additional searches from other ACC sites.

2.2.2 Avigilon HD Network Video Recorders

Avigilon fourth generation HD Network Video Recorder Premium (NVR4) is our next generation of NVRs with the highest capacity, retention and throughput. It provides secure, reliable and scalable platforms for high performance end-to-end security solutions. Our network security recorders have Avigilon Control Center (ACC) and Avigilon Appearance Search™ technology preloaded and configured for plug-and-play network video recording and management of multi-megapixel IP cameras.



The Avigilon HD NVR4 Premium is a 2U rack mountable recorder specifically manufactured for the Avigilon ecosystem with the flexibility to expand your surveillance system. It leverages the full power of Avigilon Control Center (ACC) and Appearance Search technology to deliver the highest available throughput, retention, and availability in the NVR4 line. The NVR4 Premium can be used individually or as a cluster of NVRs designed for IP video and video analytics metadata storage. It's backed by the Avigilon three-year warranty, extendable up to five years, which provides businesses with support and onsite parts replacement for continuous recording and retention of video while minimizing disruptions to security operations.

The HD NVR4 Premium is an out-of-the-box, ready to deploy video recording platform designed for single site surveillance or to be distributed across multiple remote sites.

KEY FEATURES

Configured for and preloaded with ACC™ video management software
Natively supports Avigilon Appearance Search technology
Up to 2100 Mbps of total throughput — simultaneous recording, playback and live streaming
Highly scalable and flexible capacity options — from 64TB to 157TB of recording for long-term video retention or high camera counts
Hot-swappable components maintain video recording and playback operations even in the event of multiple simultaneous component failures
Separate operating system and video storage volumes to enable independent, non-disruptive maintenance
An easy to access and maintain 2U rack mount chassis — includes a sliding rail kit and cable management system
A three-year warranty with on-site parts replacement service

Plug-and-Play Set Up

Pre-configured operating system, hot-swappable drives, and RAID technology enables quick deployment and increases system uptime and availability.

2.2.3 Avigilon Artificial Intelligence (AI) Appliance

The Avigilon AI Appliance adds patented Avigilon self-learning video analytics and Avigilon Appearance Search™ technology to almost any IP camera. When connected to Avigilon Control Center (ACC) software, customers can evolve legacy camera systems into powerful AI solutions, with automatic alerts of potentially critical events and the ability to search for and locate a person or vehicle of interest across an entire site.

Engineered for high performance, capacity and resiliency, the Avigilon AI Appliance is available in two models and features leading CPU and GPU hardware technology that simultaneously support Avigilon video analytics and Avigilon Appearance Search technology for up to sixty 2 MP resolution cameras.

KEY FEATURES

Video Analysis for Non-Analytic Cameras

Avigilon Appearance Search Support on any ACC™ System

High Capacity

Plug and Play

Reliable Hardware

BENEFITS

Brings the intelligence of video analytics to any supported cameras.

On-board GPU enables Avigilon Appearance Search technology in ACC software regardless of the network video recorder (NVR) used.

Two variants support enterprise scalability with up to sixty 2 MP streams per appliance.

Works with ACC software out of the box with minimal configuration.

Built on the same platform as the NVR4 with on-site parts delivery.

Key Features (cont.)

Preloaded and configured with Avigilon's self-learning video analytics technology
High capacity video analytic processing supports up to 8MP resolution
Supports Avigilon and third party non-analytic enabled cameras
On-board Analytics Kit allows Avigilon Appearance Search to be enabled out of the box
Pre-configured for quick and easy setup in Avigilon Control Center (ACC) software
Dual hot-swappable power supplies for high availability in the event of component failure
An easy to access and maintain 2U rack mount chassis — includes a sliding rail kit and cable management system
A three-year warranty with on-site parts delivery service.

2.2.4 Avigilon Self-Learning Video Analytics Smarter Video Analytics

Avigilon offers a smarter analytics solution. Using high-definition video analytics, pattern-based analytics algorithms, and teach-by-example capabilities, we provide preventative protection through proven self-learning video analytics technology.

Analyze Video in Full HD

Avigilon analytics technology leverages our knowledge of managing high-definition video to analyze in full HD resolution, without any encoding or loss of quality. We deliver greater accuracy and a higher level of protection to keep your assets safe and secure.

Sharper Identification Accuracy

Avigilon advanced video pattern-based algorithms recognize the movements and characteristics of people and vehicles, while ignoring any activity that is not relevant to a scene. Teach-by-example technology enables users to provide feedback about the accuracy of alarms to refine the device's self-learning capabilities.

Always-on Technology

Personnel cannot be everywhere all the time. Avigilon's analytics solutions can monitor an area 24/7/365. Get peace of mind with your existing system, knowing you are covered all the time, any time.

2.3 NETWORK CONNECTIVITY REQUIREMENTS

The different solutions will be connected through the existing local IP network. SPD will be responsible for connectivity between the various networks.

Motorola will work with SPD's IT personnel to ensure that connectivity meets minimum requirements and that network design is mutually agreed upon prior to configuration and deployment.

Network Physical Requirements

- Two (2) network ports for each Avigilon NVR (one for receiving video, the other for client viewing).
- One (1) network port for the Avigilon analytics appliance.
- Two (2) circuits to distribute power to the server rack (dual power supplies).
- At least four (4) rack units for servers with at least two (2) RU for air flow below each.

Network Requirements

- Customer to Provide network ports that are 1GB capable.
- Adequate bandwidth will be provided to support the VMS Servers. Final bandwidth requirements will be determined at Detailed Design Review.

SECTION 3

AVIGILON EQUIPMENT LIST

3.1 AVIGILON BILL OF MATERIALS

ITEM	QTY	NOMENCLATURE	DESCRIPTION
1	58	ACC7-ENT	ACC 7 Enterprise Edition camera license
2	1	VMA-AIA1-CG2-NA	Avigilon AI Appliance A20 Model, NA
3	1	HD-NVR4-PRM-96TB-NA	HD NVR4 PRM 96TB 2U Rack Mnt, Windows Server 2016
4	1	HD-NVR4-PRM-2NDPS-NA	Power Supply, Hot-Swappable, NVR4 PRM, NA power cord
5	1	VMA-AIA-2NDPS-NA	Replacement, hot-swappable power supply, for NA

STATEMENT OF WORK

4.1 OVERVIEW

This Statement of Work (SOW) describes the deliverables to be furnished to Springfield Police Department, Missouri (“SPD”). The tasks described herein will be performed by Motorola Solutions, Inc. (“Motorola”), its subcontractors, and Springfield Police Department to implement a Motorola’s Avigilon Intelligent Video Surveillance Solution. This document describes the actual work involved in the implementation of the solution and clarifies the responsibilities for both Motorola and SPD during the project implementation.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, it is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any other change orders that may occur during the execution of the project.

4.2 PROJECT SCOPE

The scope of this project consists of the supply of all equipment, software and services required to implement the proposed Motorola’s Avigilon video surveillance solution per the System Description in Section 2 above.

4.3 ASSUMPTIONS AND CAVEATS

Motorola has made several design decisions and assumptions in preparing this quote, which are noted below. Motorola and SPD will verify all assumptions and seek alternate solutions in the case of an invalid assumption. Motorola reserves the right to modify the proposal to incorporate changes for any invalid assumptions. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m.to 5:00p.m., local time.
- Approved state, local or federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of SPD.
- Network connectivity to all cameras that are to be recorded in the new Avigilon VMS server will be provided.
- Bandwidth to all existing cameras would be enough for the recording to be centralized at the new Avigilon hardware installed at SPD’s network room.

- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by SPD for this project.
- SPD will provide a dedicated delivery point for receiving, inventory and storage of equipment.
- SPD is responsible to provide backup power as necessary.
- SPD is responsible for all licensing, site access, or permitting required for project implementation.
- All electrical work, as needed, is the responsibility of SPD.
- Backhaul equipment, installation, and support costs are to be provided by SPD.
- Motorola will not be responsible for removal and/or disposal of any existing equipment.

4.4 CONTRACT

4.4.1 Contract Award

SPD and Motorola Solutions execute the contract and both parties receive all the necessary documentation.

4.4.2 Contract Administration

Motorola Solutions Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kick-off meeting with SPD.

Springfield PD Responsibilities

- Assign a Project Manager, as the single point of contact responsible for SPD's signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which SPD is responsible.

Completion Criteria

- Motorola internal processes are set up for project management.
- Both Motorola and SPD assign all required resources.
- Project kickoff meeting is scheduled.

4.4.3 Project Kickoff

Motorola Solutions Responsibilities

- Conduct a project kickoff meeting before the Contract Design Review (CDR).
- Ensure key project team participants attend the meeting.
- Introduce and Review the roles of the project participants to identify communication flows and decision-making authority between project participants.

- Review the overall project scope and objectives with SPD.
- Review the resource and scheduling requirements with SPD.
- Review the Project Schedule with Springfield PD to address upcoming milestones and/or events.
- Review the teams' interactions (meetings, reports, milestone acceptance) and SPD participation.

Springfield PD Responsibilities

- Springfield PD key project team participants attend the meeting.
- Provide requested information on 3rd party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting.
- Provide VPN access to Motorola and Motorola subcontractor's staff to facilitate delivery of services described in this Statement of Work.
- Review Motorola and SPD's responsibilities.
- Accept the list of requirements and schedule needed to finalize design for CDR.
- Ensure that necessary non-disclosure agreements, approvals, and other related issues are complete in accordance with Project design and schedule. Data exchange development must adhere to 3rd party licensing agreements.

Completion Criteria

- Project kick-off meeting completed.
- Meeting notes identify the next action items.

4.5 CONTRACT DESIGN REVIEW (CDR)

4.5.1 Review Contract Design

Motorola Solutions Responsibilities

- Meet with SPD's project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the Avigilon solution to be installed and identify any special product requirements and their impact on the project implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Motorola is not responsible for issues outside of its immediate control.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by SPD and documented through the change order process.

Springfield PD Responsibilities

- SPD key project team participants attend the meeting.
- Provide network environment information to Motorola.
- If applicable, test existing equipment and/or any 3rd. party equipment with which Motorola equipment will interface.
- Provide locations and access to the new and existing data and video equipment that will be part of the Avigilon solution per contract.
- Work with the owners of the new and existing data and video equipment to establish network connectivity (where applicable).

- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project. I.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

Completion Criteria

- Completion of the Avigilon design system documentation, which may include the updated System Description, Equipment List, System diagrams or other documents applicable to the project.
- Incorporate any deviations from the proposed Avigilon solution into the contract documents accordingly.
- Frozen system design in preparation for subsequent project phases.
- A Change Order is executed in accordance with all material changes and scope resulting from the Design Review to the contract.

4.5.2 Design Approval

- Springfield Police Department executes a Design Approval certificate document.

4.6 ORDER PROCESSING

4.6.1 Process Equipment List

Motorola Solutions Responsibilities

- Reconcile the equipment list to the Contract; this includes validation of model numbers, versions, and compatible options to main equipment.
- Enter order into Motorola's Customer Order Fulfillment system.
- Confirm with SPD the secure storage location(s) to which the equipment will ship.

Springfield PD Responsibilities

- Approve shipping location and contact.

Completion Criteria

- Equipment List verified.
- COF order complete.

4.7 SYSTEM INSTALLATION AND CONFIGURATION

4.7.1 Avigilon Installation and Configuration

Motorola Responsibilities

- Receive and inventory all equipment specified in the equipment list.
- Coordination and implementation management of the solutions included in the scope of this project for the installation, configuration, optimization and training.

SPD Responsibilities

- Provide and install all communications lines and network equipment and configuration that are not Motorola-provided in accordance with the contract and performance schedule.
- Remove/relocate any existing equipment that is unrelated to Motorola's scope.

Completion Criteria:

- Motorola provided equipment is at SPD site and ready for installation.
- SPD's facility is ready for equipment installation.

4.8 TRAINING

Motorola will perform the following tasks on this phase. The detailed training plan proposed can be found in the Training section below.

4.8.1 Perform Training

Motorola Solutions Responsibilities

- Finalize access to Avigilon self-training platform.
- Provide user and administrator Avigilon Video Management System training (self-training).

Springfield PD Responsibilities

- Attend training classes.
- SPD's users/analysts will be briefed and ready to be trained.

Completion Criteria

- All training classes successfully completed and signed off by SPD.

4.9 ACCEPTANCE TESTING

4.9.1 System Testing

Motorola Solutions Responsibilities

- Test using an agreed-to Acceptance Test Plan of the Avigilon video surveillance solution and functionality of all features and capabilities as contracted for this project.
- If any test as contractually described fails, repeat that particular test after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to SPD for review.
- Resolve any minor task failures before Final System Acceptance
- Prepare documentation of component tests to be delivered as part of the final documentation package.

Springfield PD Responsibilities

- Provide corrective action on any Customer owned deliverables, within an agreed-upon timeframe.
- Witness the functional testing.

Completion Criteria

- Successful completion of all required tests and approved by SPD.

4.10 FINAL ACCEPTANCE

- All deliverables completed, as contractually required.
- Final System Acceptance received from SPD.

4.11 CHANGE ORDER PROCESS

CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance, Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

TRAINING

5.1 OVERVIEW

Motorola Solutions Inc. (“Motorola”) understands that successful implementation and use of your communications system depends on effective training. We have developed a training plan for Springfield Police Department (SPD) to ensure a comprehensive understanding of your proposed Avigilon video surveillance Solution.

Our commitment to SPD is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system.

5.2 AVIGILON COURSES

Motorola will provide the following training classes to achieve the training goals for Springfield Police Department. Course descriptions for the recommended courses are provided in the following pages below. Class delivery for instructor-led courses in the field will be tailored for your system and features.

Specifically, our proposed training plan addresses the following categories:

- Avigilon Video Management System User Training

5.2.1 Avigilon Video Management Training

5.2.1.1 Avigilon™ Foundations

This course provides foundational information on Avigilon products and technologies. It also overviews how all of these products and technologies work together to create an end-to-end solution. This course is designed for those who are new to Avigilon or those who need foundational information about Avigilon and its products.

Topics include:

- An overview of Avigilon,
- An introduction to Avigilon products (including cameras, hardware and software), and
- An overview of system architecture.

Delivery Method: On-line Training

Duration: This course takes approximately **1-1.5** hours to complete.

No. of Attendees: Unlimited.

5.2.1.2 ACC™ End User Training

This course is designed to teach End Users about common system configurations, Avigilon hardware and basic ACC Client operation. The course is comprised of lecture and hands on exercises teaching practical applications for the ACC solution. Upon completion, students will receive a certificate.

Delivery Method: Instructor-Led Training (ILT)

Duration: 1 day (estimated)

Location: Springfield PD's facility

No. of Attendees: Unlimited.

5.2.1.3 ACC™ Operator (English)

This course is designed for learners who need to know how to operate the ACC Client software at a basic level. It is designed for learners whose primary responsibility is to monitor a site. Topics covered in the course include viewing live surveillance video, viewing video of alarm events, finding and reviewing recorded video, performing different types of video searches, and more.

Delivery Method: On-line Training

Duration: This course takes approximately **2 - 2.5** hours to complete.

No. of Attendees: Unlimited.

5.2.1.4 ACC™ Administrator (English)

This course is designed for learners who need to know how to administer the ACC Client software at a basic level. In this course, you will obtain the knowledge necessary to both monitor and administer the system, including configuring cameras, setting up alarms and rules, checking system health, setting up users, groups, ranks, hierarchies, site families and more.

Delivery Method: On-line Training

Duration: This course takes approximately **1-1.5** hours to complete.

No. of Attendees: Unlimited.

PRICING

6.1 PRICING SUMMARY

6.1.1 Avigilon Bill of Materials

ITEM	QTY	NOMENCLATURE	DESCRIPTION	UNIT	EXTENDED
1	58	ACC7-ENT	ACC 7 Enterprise Edition camera license	\$261.00	\$15,138.00
2	1	VMA-AIA1-CG2-NA	Avigilon AI Appliance A20 Model, NA	\$21,370.50	\$21,370.50
3	1	HD-NVR4-PRM-96TB-NA	HD NVR4 PRM 96TB 2U Rack Mnt, Windows Server 2016	\$32,400.00	\$32,400.00
4	1	HD-NVR4-PRM-2NDPS- NA	Power Supply, Hot-Swappable, NVR4 PRM, NA power cord	\$418.50	\$418.50
5	1	VMA-AIA-2NDPS-NA	Replacement, hot-swappable power supply, for NA	\$418.50	\$418.50
TOTAL					\$69,745.50

6.1.2 Equipment Installation, Programming, Configuration Services

Service Description	Price
Installation & Labor	\$5,290.00
Project Engineering, Programming, Configuration, & Consulting	\$14,964.50
Professional Services TOTAL:	\$20,254.50

6.2 TOTAL SOLUTION EQUIPMENT & SERVICES PRICING

Description	Price
Equipment List from Bill of Materials	\$69,754.50
Services	\$20,254.50
PROJECT TOTAL:	\$90,000.00

6.3 PAYMENT TERMS

Provided in 'Exhibit B' of the Communications System and Services Agreement in the following pages.

Communications System and Services Agreement

Motorola Solutions, Inc. (“Motorola”) and City of Springfield, Missouri (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A “Motorola Software License Agreement”

Exhibit B “Payment”

Exhibit C Technical and Implementation Documents

C-1 “System Description” dated 12/26/2019

C-2 “Pricing Summary & Equipment List” dated 12/26/2019

C-3 “Implementation Statement of Work” dated 12/26/2019

C-4 “Acceptance Test Plan” or “ATP” dated 12/26/2019

C-5 “Performance Schedule” dated 12/26/2019

Exhibit D “System Acceptance Certificate”

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3. ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

“**Acceptance Tests**” means those tests described in the Acceptance Test Plan.

“**Addendum (Addenda)**” is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

“**Administrative User Credentials**” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s

personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

“Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

“Confidential Information” means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this Agreement.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies owns.

“Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

“Proprietary Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

“Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

“Software Support Policy” (“SwSP”) means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Software License Agreement in Exhibit A (“Software License Agreement”). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase

additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$ 90,000.00. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: Springfield Police Department

Address: 321 E Chestnut Expressway, Springfield MO 65802

Phone: 417-864-1810

Email: pfwilliams@springfieldmo.gov

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name: Springfield Police Department

Address: 321 E Chestnut Expressway, Springfield MO 65802

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: Springfield Police Department, Attn. Lt. Chris Wells

Address: 321 E Chestnut Expressway, Springfield MO 65802

Phone: 417-864-1810

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and

workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party

will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a

reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any

obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT.

This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Springfield, MO ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid licensefee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon

transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding

the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of equipment; and**
- 4. 5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon

all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

EXHIBIT D

System Acceptance Certificate

Customer Name: City of Springfield, MO

Project Name: Avigilon Camera Project

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative: Motorola Representative:

Signature: _____ Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____

Signature: _____

Print Name: _____, Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed 01-07-20

Sponsored by McClure

First Reading _____

Second Reading _____

COUNCIL BILL 2020- 013

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept donations totaling
2 \$14,456.56 from Community Foundation of the Ozarks to cover the
3 City's expenses to sponsor the "Home for the Holidays" event for
4 certain service men and women stationed at United States Army Fort
5 Leonard Wood; and amending the budget for the Department of
6 Public Information and Civic Engagement for Fiscal Year 2019-2020
7 in the amount of \$14,456.56.
8 _____
9

10 WHEREAS, each year United States Army Fort Leonard Wood closes for two
11 weeks for the holidays but certain service men and women are unable to go home for a
12 variety of reasons; and
13

14 WHEREAS, Springfield community leaders and Mayor Ken McClure took the
15 initiative to sponsor special activities in Springfield at no cost for these service
16 members; and
17

18 WHEREAS, travel costs and other expenses to bring the service members to
19 Springfield were sponsored by individuals and businesses; and
20

21 WHEREAS, United Way of the Ozarks served as the 501c3 agency to collect tax
22 deductible donations for the "Home for the Holidays" event; and
23

24 WHEREAS, Community Foundation of the Ozarks now donates \$14,456.56 of
25 the funds collected to the City to financially support the event.
26

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

30 Section 1 – The City Manager, or his designee, is hereby authorized to accept a
31 donation of \$14,456.56 from Community Foundation of the Ozarks, for the purpose of
32 financially supporting the "Home for the Holidays" event, and to do all things necessary

33 to accept said donation, including the execution of contracts, provided said contracts
34 are approved as to form by the City Attorney, or designee.
35

36 Section 2 – The budget of the Department of Public Information and Civic
37 Engagement for Fiscal Year 2019-2020 is hereby amended in the accounts and in the
38 amounts as shown on Budget Adjustment No. 028, a copy of which is attached hereto
39 and incorporated herein by this reference as “Exhibit A.”
40

41 Section 3 – This Ordinance shall be in full force and effect from and after
42 passage.
43

44 Passed at meeting: _____
45

46 _____
47 Mayor
48

49 Attest: _____, City Clerk
50

51 Filed as Ordinance: _____
52

53
54 Approved as to form: Rhonda Lewsader, City Attorney
55

56
57 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2020-013

FILED 01-07-20

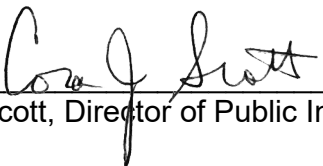
ORIGINATING DEPARTMENT: Public Information and Civic Engagement

PURPOSE: Authorizing the City Manager, or his designee, to accept donations totaling \$14,456.56 from the United Way of the Ozarks to cover the City's expenses to sponsor the "Home for the Holidays" event for certain service men and women stationed at United States Army Fort Leonard Wood; and amending the budget for the Department of Public Information and Civic Engagement for Fiscal Year 2019-2020 in the amount of \$14,456.56.

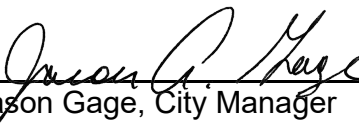
The fundraising goal was set by Community Foundation of the Ozarks, United Way of the Ozarks and the City of Springfield at \$25,000 based on anticipated expenses. Actual funds raised was \$21,291. Some expenses were paid/reimbursed directly to performers/vendors from the campaign fund. The cost of a United States Flag and serving utensils was covered by the City's Public Information Department because the department will retain those items and use them at future events. (See "Exhibit B" for full details of expenses.)

BACKGROUND INFORMATION: United States Army Fort Leonard Wood typically stands down for two weeks over the holidays, but each year there are several hundred service men and women, who, for a variety of reasons, are unable to go home. Mayor Ken McClure was made aware of this fact during a 2019 City Council visit to the base. He discussed an idea with City staff and leaders to open Springfield to the service men and women. Springfield community leaders took the initiative to sponsor special activities in the community at no cost for these servicemembers. The travel costs and other expenses to bring these service members to Springfield — to their "home for the holidays" — were generously covered in part by individuals and businesses. Community Foundation of the Ozarks volunteered the use of its "Cause Momentum" crowdsourcing platform, and United Way of the Ozarks served as the 501c3 to collect donations beginning November 23, 2019, as announced at the Mayor's Tree Lighting Ceremony, to help give these service members an unforgettable holiday. Donations were tax deductible.

Submitted and Recommended by:


Cora Scott, Director of Public Information and Civic Engagement

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
028

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	19	20010	414070	000000	00000	\$ 14,456.56	Donations for the Home for the Holidays event
Net Revenue Adjustment						\$ 14,456.56	

Expenditures:

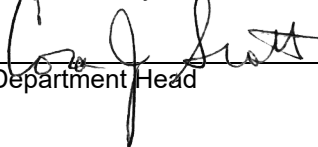
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	19	20010	502340	000000	00000	\$ 14,456.56	Transportation and participant cost for the Home for the Holidays event
Net Expenditure Adjustment						\$ 14,456.56	

Fund Balance Appropriation:

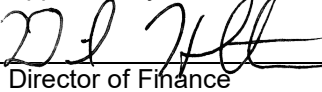
Fund	Title	Amount

Explanation: To amend the FY2019-20 budget and appropriating donations for the Home for the Holidays event.

Requested By:


Department Head 1/8/20
Date

Approved By:


Director of Finance 1/8/20
Date

Authorization:

Council Bill No. 2020-013
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

Item	Cost
Charter Buses	6,000.00
JVIP Sound - Headline Productions	1,950.00
Table & Chair Rent	860.05
Table Cloths	324.50
Furniture Rent	555.04
Flags	213.35
Flag Garland for Rally Fencing	177.84
Step & Repeat	175.86
Event Signage - Sign Shop	47.60
Cups, Plates, Silverware	210.56
Plastic Table Cloths, Decorations, Condiments	188.62
Drink & Dessert Station Supplies	63.94
Dessert Bar - Cakes, Pies, Sweets	371.31
Harry T's BBQ	600.00
Lucy's Chinese	418.89
Arris Pizza	400.00
Andy's Frozen Custard	-
Mexican Villa	-
Video Game Rental	-
Gillioz	-
Andy B's	-
Urban Air	1,899.00
Total Amount of Budget Adjustment	14,456.56

Summary of details known

Unposted - Crowd Funding Pledge	515.00
Posted Crowd Funding	20,776.00
Reimbursement to City of Springfield	14,456.56
Direct to vendor payments to SWAV & performers	6,796.00
Available Balance of Crowd Funding	38.44

One-rdg. X
P. Hrngs.
Pgs. 3
Filed: 01-21-20

Sponsored by: Ferguson

COUNCIL BILL 2020- 019 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for federal pass-through
2 grant funds in the amount of \$300,000 from the Missouri Department of
3 Natural Resources through the Section 319 Nonpoint Source Pollution
4 Grant Program for the Renew Jordan Creek – Main Avenue to
5 Boonville Avenue project.
6 _____
7

8 WHEREAS, the Department of Public Works is working on a project to daylight
9 portions of Jordan Creek from Main Avenue to Boonville Avenue known as “Renew
10 Jordan Creek;” and
11

12 WHEREAS, the Missouri Department of Natural Resources “(MDNR)” has
13 federal pass-through grant funds available through the 319 Nonpoint Source Pollution
14 Grant funds; and
15

16 WHEREAS, if the City’s application is granted, the 319 Nonpoint Source Pollution
17 Grant funds will provide an opportunity to fund water quality enhancements, including
18 components above and beyond the current project scope of the “Renew Jordan Creek”
19 project, which will assist with the City’s MS4 (municipal separate storm sewer system)
20 permit requirements.
21

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

25 Section 1 – The City Manager, or his designee, is hereby authorized to apply for
26 a grant from the MDNR “Section 319 Nonpoint Pollution Grant Program” in the amount
27 of \$300,000.
28

29 Section 2 – This Resolution shall be in effect from and after passage.
30

31 Passed at Meeting: _____
32

33 _____
34 Mayor
35

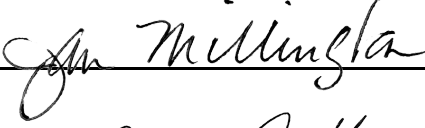
36 Attest: _____, City Clerk

37

38 Filed as Resolution: _____

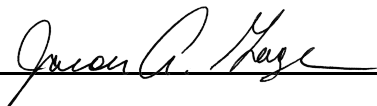
39

40

41 Approved as to Form: , Deputy City Attorney

42

43

44 Approved for Council Action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 019

FILED: 01-21-20

ORIGINATING DEPARTMENT: Environmental Services and Public Works

PURPOSE: To authorize the City Manager, or his designee, to apply for federal pass-through grant funds in the amount of \$300,000 from the Missouri Department of Natural Resources through the Section 319 Nonpoint Source Pollution Grant Program for the Renew Jordan Creek – Main Avenue to Boonville Avenue project.

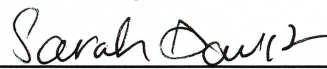
BACKGROUND INFORMATION: The Department of Public Works anticipates constructing "Renew Jordan Creek," a project to daylight portions of Jordan Creek from Main Avenue to Boonville Avenue. The proposed project will include a naturalized stream channel, landscaped riparian zone, and stormwater green infrastructure to reduce nonpoint source pollution, with the goal of improving aquatic habitat and water quality. The proposed project will also include public education/outreach and monitoring before and after construction to measure the water quality benefits of the project.

If successful, this 319 Nonpoint Source Pollution Grant will be used to fund water quality enhancements, including components above and beyond the current project scope, and beyond the City's MS4 permit requirements.

The required 40% match will be provided with project funding that is already budgeted from the Level Property Tax.

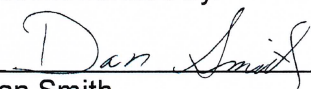
Remarks: Public Works and Environmental Services recommend approval of this Council bill.

Submitted by:

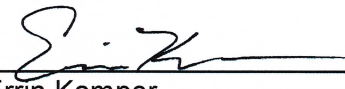


Sarah Davis,
Stormwater Specialist

Recommended by:

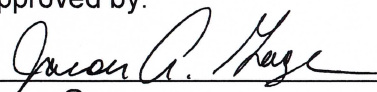


Dan Smith,
Director of Public Works



Errin Kemper,
Director of Environmental Services

Approved by:



Jason Gage,
City Manager

One rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 01-21-20

Sponsored by: Hosmer

First Reading: _____
SUBSTITUTE
COUNCIL BILL 2019-252

Second Reading: _____
GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land Development
2 Code,' by repealing Article VII, 'International Property Maintenance Code,'
3 in its entirety, and enacting a new Article VII, 'International Property
4 Maintenance Code.'

5 _____
6
7 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
8 MISSOURI, as follows, that:

9
10 Section 1 – Springfield City Code, Chapter 36, Article VII, 'International Property
11 Maintenance Code,' is repealed in its entirety and a new Article VII is enacted in lieu
12 thereof, to read as follows:

13
14 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)

15 16 ARTICLE VII. – INTERNATIONAL PROPERTY MAINTENANCE CODE

17
18 Sec. 36-615. – Adoption of 2018 International Property Maintenance Code.

19
20 City Council hereby adopts the 2018 International Property Maintenance Code as
21 published by the International Code Council and all referenced standards therein as if
22 spelled out verbatim in this Ordinance, except such portions thereof as are hereinafter
23 deleted, modified, or amended. This code shall be designated as Article VII,
24 'International Property Maintenance Code,' of Chapter 36 the Springfield City Code,
25 known as the 'Land Development Code.' A copy of the International Property
26 Maintenance Code is on file in the office of the City Clerk, Busch Municipal Building,
27 840 Boonville Avenue, Springfield, Missouri.

28
29 Sec. 36-616. – Deletions, modifications, amendments, and additions.

30
31 The 2018 International Property Maintenance Code, as adopted is hereby amended as
32 follows:
33

- (a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.
- (b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.
- (c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Property Maintenance Code.

Section 202 General Definitions

~~INOPERABLE MOTOR VEHICLE. A vehicle which that cannot be driven on the public streets for reasons including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power, or being improperly parked and unlicensed.~~

VACANT STRUCTURE. A dwelling not continuously and lawfully occupied by any person or persons.

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure, and sanitary condition as provided herein so as not to cause ~~a blighting problem, or contribute to, area blight~~ or adversely affect the public health or safety.

Section 301.4 Discharge of solids, liquids, or gases. No solid, liquid, or gas may be discharged onto or from property in a manner that creates a nuisance on the property of origin or adjacent public or private property.

In the case of solids and liquids, this subsection applies only to discharges that reach public property or another's private property within 30 feet of the point of discharge.

Subsections 302.4 Weeds and 302.8 Motor Vehicles are deleted in their entirety.

Subsections 304.2 Protective treatment. Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood services, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. ~~Peeling, flaking, and chipped paint shall be eliminated and services repainted.~~ Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight. Metal surfaces subject to rust or corrosion shall be coded to inhibit such rust and corrosion, and surfaces with rust or corrosion

shall be stabilized and coded to inhibit future rust and corrosion. ~~Oxidation stains shall be removed from exterior services.~~ Surfaces designed for stabilization by oxidation are exempt from this requirement.

304.2.1 Exterior finish.

All exterior finishes, including cladding and siding, must be well maintained. There shall be no exposed substrate, building wrap, or insulation.

304.3 Premises identification is deleted in its entirety.

304.14 Insect screens. During the period from April 1 to November 1, each year, every door, window, and other outside opening required for ventilation of habitable rooms, food preparation, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved, tightly-fitting screens of minimum 16 mesh per inch (16 mesh per 25mm), and every screen door for insect control shall have a self-closing device in good working condition.

Section 305 Interior Structure

305.3 Interior surfaces. Interior surfaces, including Windows and doors, shall be maintained in a good functional, clean, and sanitary condition. ~~Peeling, chipping, flaking or abraded paint shall be repaired, removed or covered.~~ Cracked or loose plaster, decayed wood, and other defective surface condition shall be corrected.

Section 306 Component Serviceability

306.1.2 Use of Cellar or Basement as Habitable Room.

1. No cellar or basement space may be used as a habitable room and no basement space may be used as a dwelling unit unless:

1.1 The floor and walls are impervious to leakage of underground and surface runoff water and are fully insulated against moisture intrusion and dampness;

1.2 The total window area in each room is equal to at least the minimum window area size as required in Section 402;

1.3 Such required minimum window area is located entirely above the grade of the ground adjoining such window area; and,

1.4 The total, operable-window area in each room is equal to at least the minimum as required under Section 402, except where there is supplied

126 some other device affording adequate ventilation, which is approved by the
127 director of the Department of Building Development Services in writing.

- 128
129 2. Notwithstanding the provisions of this section, any basement or cellar
130 space may be used for living, eating, cooking, or sleeping if, for each such
131 use, there are other facilities complying with this article available within the
132 same dwelling for the occupants thereof. The intent of this subsection is to
133 allow any basement or cellar space to be used as a habitable room if it is
134 supplemental to, or in addition to, a dwelling unit or habitable room
135 complying with this article.

136
137 Section 308.2.1 Rubbish storage facilities. The owner of every occupied premises shall
138 supply approved covered containers for rubbish and the owner of the premises shall be
139 responsible for the removal of rubbish.

140
141 Exception: For one- and two-family dwelling units, the occupant is responsible for
142 the containers and rubbish removal.

143
144 Section 602 Heating Facilities

145
146 Section 602.3 Heat supply. Every owner and operator of any building who rents, leases,
147 or lets one or more dwelling units or sleeping units on terms, either expressed or
148 implied, ~~to shall~~ furnish a heat source permitted by City Code to the occupants thereof
149 ~~shall supply heat during the period from October 1 to April 30 each year to maintain a~~
150 capable of maintaining a minimum temperature of 68 degrees F (20°C) in all habitable
151 rooms, bathrooms, and toilet rooms.

152
153 Section 606 Elevators, Escalators and Dumbwaiters is deleted in its entirety.

154
155 Sec. 36-617. – Penalty clause.

156
157 Any person convicted of: violating this article; failing to comply with any order issued
158 under it; or, erecting, constructing, altering, or repairing a building, structure, or system
159 in violation of an approved plan or directive of the code official or of a permit or
160 certificate issued under these codes shall be punished as provided in section 1-7 of the
161 City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second
162 offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not
163 necessary to prosecute a violation of any provision of this article or these codes, unless
164 the violation involves failure to comply with an order. Each day a violation continues is a
165 separate offense.

166
167 Section 2 – Saving Clause. Nothing in this Ordinance shall be construed to affect
168 any suit or proceeding now pending in any court, any rights acquired or liability incurred,
169 any cause or causes of action accrued or existing under any act or ordinance repealed
170 hereby, nor shall any right or remedy of any character be lost, impaired, or affected by
171 this Ordinance.

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

Section 4 - This Ordinance shall be in full force and effect 90 days from and after passage by City Council.

Passed at Meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: Duke M. Donald, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-252 SUBSTITUTE 1

FILED: 01-21-20

ORIGINATING DEPARTMENT: BUILDING DEVELOPMENT SERVICES

PURPOSE: To amend Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VII, 'International Property Maintenance Code,' in its entirety, and enacting a new Article VII, 'International Property Maintenance Code.' Substitute Bill requested by Councilman Hosmer.

BACKGROUND AND REMARKS: The current Property Maintenance code enforced by the City is the 2012 International Property Maintenance Code. By adopting the 2018 International Property Maintenance Code, the City will be adopting the most up-to-date, nationally-recognized, Property Maintenance code. The provisions contained within this substitute ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, products, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

The proposed substitute ordinance was requested by Councilman Hosmer on December 18, 2019.

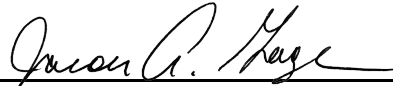
The Building Development Services Department at the request of Councilman Hosmer and City Management reviewed currently adopted General Ordinance 6348 and proposed Council Bill 2019-252 for opportunities to incorporate enhanced and more robust provisions of enforcement measures. This Substitute Bill does not contain previous amendments, thus leaving the affected Code Sections as originally written. Redundant clauses enforceable in other Ordinances have been stricken. New or amended sections include 301.4 Discharge of solids, liquids, or gases; 304.2.1 Exterior Finishes, adding language to address the finished state of exterior siding and exposed materials; 305.3 Interior Finishes amends language removing enforcement of the condition of paint; 308.2.1 Rubbish Storage Facilities has been amended to require the Occupant of a one or two family residential premises to provide a garbage container and be responsible for removal of trash. The substitute bill effectively will require increased levels for maintaining minimum property conditions for the purpose of ensuring public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises within the City of Springfield, Missouri.

Submitted by:



Harlan Hill, Director
Building Development Services

Approved by:



Jason Gage, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed 01-21-20

Sponsored by Hosmer

First Reading _____

Second Reading _____

COUNCIL BILL 2020- 007

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 26, 'Buildings and Building
2 Regulations,' Article III, 'Dangerous, Blighted and Nuisance Building
3 Code,' Subsection 26-62(5), to better define "open;" and Subsection 26-
4 62(12), to add the property maintenance code to other listed codes.
5 _____
6

7 WHEREAS, the definition of "open" in 26-62(5) is unnecessarily narrow in that it
8 ties the definition to causation; and
9

10 WHEREAS, to enhance enforceability of the "International Property Maintenance
11 Code," it is necessary to list such code with other codes in 26-62(12).
12

13 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
14 SPRINGFIELD, MISSOURI, as follows, that:
15

16 Section 1 – Springfield City Code, Chapter 26, 'Buildings and Building
17 Regulations,' Article III, 'Dangerous, Blighted and Nuisance Building Code,' is hereby
18 amended as follows:
19

20 NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.
21

22 ARTICLE III. – DANGEROUS, BLIGHTED AND NUISANCE BUILDING CODE 23

24 Sec. 26-62. – Conditions of buildings or structures constituting public nuisance.
25

- 26 (5) Those ~~which are~~ unoccupied and ~~are~~ open at door, window, wall, or roof. As
27 used herein, an "unoccupied" building is one which is not being continuously
28 and lawfully inhabited for residential or any non-residential purpose. As used
29 herein, an unoccupied building is "open" at door, window, wall or roof when,
30 ~~because of removal, breakage, deterioration, destruction, or disrepair of~~
31 ~~original or replacement materials, the interior has become~~ is exposed to the
32 elements or ~~has become~~ is accessible for entry by animals, trespassers, or

33 others acting without the building owner's consent

34
35 (12) Those built in violation of the building, plumbing, electrical, fuel gas, property
36 maintenance or zoning codes of the city or used in violation thereof.

37
38 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
39 affect any suit or proceeding now pending in any court or any rights acquired or liability
40 incurred nor any cause or causes of action occurred or existing, under any act or
41 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
42 impaired, or affected by this Ordinance.

43
44 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
45 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
46 affect the validity of the remaining portions of this Ordinance. City Council hereby
47 declares that it would have adopted the Ordinance and each section, subsection,
48 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
49 sections, subsections, sentences, clauses, or phrases be declared invalid.

50
51 Section 4 – This Ordinance shall be in full force and effect from and after
52 passage.

53
54 Passed at meeting: _____

55
56 _____
57 Mayor

58
59 Attest: _____, City Clerk

60
61 Filed as Ordinance: _____

62
63 Approved as to form: , Assistant City Attorney

64
65
66 Approved for Council action: , City Manager
67

EXPLANATION TO COUNCIL BILL 2020-007

FILED: 01/21/20

ORIGINATING DEPARTMENT: BUILDING DEVELOPMENT SERVICES

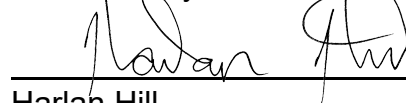
PURPOSE: To amend the Springfield City Code, Chapter 26, 'Buildings and Building Regulations,' Article III, 'Dangerous, Blighted and Nuisance Building Code,' Subsection 26-62(5), to better define "open;" and Subsection 26-62(12), to add the property maintenance code to other listed codes.

BACKGROUND AND REMARKS: As we continue to enforce Article III otherwise known as the Dangerous, Blighted, and Nuisance Building Code, certain sections need revision for effective enforcement. These sections are as follows:

Section 26-62 (5) currently defines "open" in a cumbersome way. It limits "open" to door, window, wall or roof because of removal, breakage, deterioration, destruction, or disrepair of original or replacement materials. Enforcement of "open" and vacant violations should not be restricted to cause.

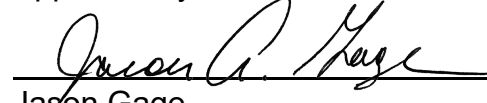
Section 26-62 (12) Currently states: "Those built in violation of the building, plumbing, electrical, fuel gas or zoning codes of the city or used in violation thereof constitute a nuisance dangerous building." Adding the "International Property Maintenance Code" ("IPMC") will enhance enforceability. It will give Building Development Services the option of issuing a special-tax bill to recover any maintenance expenditures involved in enforcing the IPMC.

Submitted by:



Harlan Hill,
Director, Building Development Services

Approved by:



Jason Gage,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 65
Filed: 01-21-20

Sponsored by: Lear, Fisk,
Schilling, and Simpson

First reading: _____

Second reading: _____

COUNCIL BILL 2020- 020

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fee Schedule for certain City services as provided in the Springfield
2 City Code, by making such adjustments as provided in the attached
3 "Evaluation of Charges for Municipal Services;" and adopting new fees for
4 certain City services. (The Finance and Administration Committee
5 recommends approval.)
6 _____
7

8 WHEREAS, City Code Sec. 2-425 authorizes the City to charge various fees in
9 amounts contained on schedules adopted by Ordinance and on file with the City Clerk;
10 and
11

12 WHEREAS, an "Evaluation of Charges for Municipal Services," attached hereto
13 as "Exhibit A" has been compiled by the City's Finance Department; and
14

15 WHEREAS, "Exhibit A" contains the Fee Schedule for various City fees to be
16 charged for certain services; and
17

18 WHEREAS, the "Evaluation of Charges for Municipal Services," and
19 accompanying Fee Schedules were presented to the Finance and Administration
20 Committee, at the Committee's January 8, 2020 meeting; and
21

22 WHEREAS, said Committee recommended that said Evaluation and Fee
23 Schedules be forwarded to City Council for adoption; and
24

25 WHEREAS, a public hearing was held on January 27, 2020, concerning the
26 proposed changes to the City's current fee ordinance; and
27

28 WHEREAS, all new or revised fees shall be effective July 1, 2020.
29

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

33 Section 1 – City Council hereby adopts the Fee Schedule contained within the
34 "Evaluation of Charges for Municipal Services," which is attached hereto and

incorporated herein by this reference as "Exhibit A," and the "Building Development Services – Commercial and Residential Fees," which is attached hereto and incorporated herein by this reference as "Exhibit B," copies of which shall be maintained on file with the City Clerk pursuant to Sec. 2-425 of the City Code.

Section 2 – The fees and charges included in "Exhibit A" and "Exhibit B," are hereby amended and approved and the schedule of fees and charges shown in "Exhibit A" and "Exhibit B" for various departments of the City are hereby adopted and shall take effect on July 1, 2020.

Section 3 – City officials are authorized to charge the fees shown on "Exhibit A," as "Recommended Charges and Cost Recovery," and the fees shown on "Exhibit B."

Section 4 – Any City-imposed fees or charges not specifically included in "Exhibit A" or "Exhibit B" shall remain unchanged.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as an Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2020-020

FILED: 01-21-20

ORIGINATING DEPARTMENT: Finance

PURPOSE: To amend the Fee Schedule for certain City services as provided in the Springfield City Code, by making such adjustments as provided in the attached "Evaluation of Charges for Municipal Services;" and adopting new fees for certain City services. (The Finance and Administration Committee recommends approval.)

BACKGROUND INFORMATION: Annually, the Budget and Evaluation Division of the Finance Department reviews fees for municipal services. The fees are reviewed to determine if reasonable and appropriate levels of cost recovery are being maintained. Adjustments to municipal fees are recommended based on the policy statement included in the fee study and the recommendations of the Finance and Administration Committee which meet on January 8, 2020.

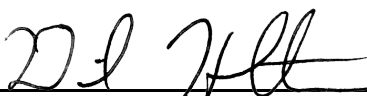
The schedules of fees and charges are attached as "Exhibits A and B." Any fees or charges not specifically included in "Exhibits A or B" shall remain unchanged.

257 fees are included in the evaluation of charges and the average cost recovery of the recommended fees is 98.7 percent.

All fees would be effective July 1, 2020.

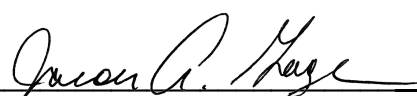
REMARKS: The evaluation report, including the recommended fee adjustments, was presented and approved for Council consideration by the Finance and Administration Committee at its January 8, 2020, meeting.

Submitted by:



David Holtmann,
Director of Finance

Approved by:



Jason Gage,
City Manager

EVALUATION OF CHARGES FOR MUNICIPAL SERVICES

BASED ON 2019 FISCAL YEAR ACTIVITY



DEPARTMENT OF FINANCE
BUDGET AND EVALUATION

MISSION

The people of our community are the only
reason we are here.

Therefore,

We are committed to

WORKING WITH THE COMMUNITY

to provide ethical and responsible local government
so that everyone can enjoy the benefits
of living and working in Springfield.

We will achieve this through:

Integrity and Pride of Service

in everything we say and do, and with dedication to quality.

Cooperation and Communication

with one another and with citizens to ensure open government,
and open management with no surprises.

Continuous Improvement of Services

through cost-effective utilization of,
people, materials, equipment and technology.

Leadership and Knowledge

through staff training and development.

Innovation

in how we meet present and future needs of our city.

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Fee Study Overview

The fees established herein were evaluated using the criteria below. Fees and charges for various City services are required to be established by Ordinance and on file with the City Clerk pursuant to Section 2-425 of the Springfield City Code.

1. Current cost to provide such services are be evaluated by the Finance Department on an annual basis. This evaluation shall utilize information on Service Efforts and Accomplishments (SEAs) for each category of charges as compiled by the various departments.
2. This report has been reviewed by the City Council Finance and Administration Committee before submittal to the full Council.
3. The final report shall be submitted to the full Council no later than February 15.
4. If approved by City Council, fee changes and new fees are effective on July 1, unless otherwise stated in the proposed ordinance.
5. The following general guidelines were used in the annual evaluation:
 - Charges for municipal services, where appropriate, should recover 100 percent of the related cost of providing the service.
 - Recommendation by the Finance and Administration Committee on December 13th, 2017 is to recover 100 percent of the related cost to provide the service except in the instance of Hazelwood Cemetery and Springfield-Greene County Health Department fees.
 - Springfield-Greene County Health Department fees not included in the above recommendation and not intentionally set below cost for public health and welfare purposes, will fall under the guidance listed below:

- i. Increases in fees and charges are recommended for those services that have an under recovery of cost. Policy guidelines limit such increases to a maximum of 10% above the percentage annual increase in the All Urban Consumer Price Index (CPI). For FY 18-19 the CPI was 1.75%, therefore, fee increases this year were limited to 11.75%.
- ii. In instances where under-recovery of cost is occurring, an additional maximum of 10 percent above CPI may be phased in until cost recovery percentages reach 100 percent, where appropriate. In cases where cost-recovery is 50 percent or less, a maximum of 20 percent above CPI may be phased in until cost recovery percentages reach 75 percent.
- iii. In instances where under-recovery of cost is occurring and the fee in question is \$30 or less, an increase to reach 100 percent cost recovery is acceptable, regardless of the percentage change in the fee from the prior year.

- Due to the special nature of ordinance violations, 100 percent cost recovery is maintained each year regardless of the percentage adjustment required, except for the animal control fees set below 100 percent cost recovery intentionally.
- Any efficiency achieved which reduces costs should be accompanied by a corresponding reduction in the related charges for services.

EVALUATION OF CHARGES FOR MUNICIPAL SERVICES

BASED ON 2019 ACTIVITY

The Budget and Evaluation Section of the Finance Department has completed the annual review of the City’s charges for municipal services. These charges are reviewed to determine if reasonable and appropriate levels of cost recovery are being maintained. Recommended fee adjustments from the current evaluation based on FY 18-19 data are presented in this report.

OVERVIEW

The term “cost” in relationship to municipal services is the total of the allocable cost of direct and indirect labor, supplies, charges, and capital outlay used to provide each specific service. Allocations for both departmental and city-wide administrative overhead are also included in the cost determination.

Service Efforts and Accomplishments (SEAs) measures used to review the charges for services include, as appropriate, the following:

Measures of Efforts

- Non-financial resources
 - Number of labor hours, by position, expended to deliver services
- Financial resources
 - Fully burdened labor costs, by position, expended to deliver services
 - Expenditures used to deliver services, including both direct and indirect costs

Measures of Accomplishments

- Output measures
 - Number of service units produced
- Outcome measures
 - Average cost per service unit produced
 - Average revenue generated per service unit produced

Measures of Efficiency

- Percentage of cost recovery
- Percentage increase or decrease of average cost per service unit from prior period
- Percentage increase or decrease of cost recovery from prior period

FINDINGS AND RECOMMENDATIONS

This year’s evaluation of charges for municipal services included a detailed analysis of the departmental and financial data that compose service costs. The methodology for deriving the service cost allocations was verified and their accuracy continues to be improved. Recommendations for adjustments to the evaluated charges are based on last year’s guidance provided by City Council.

A total of two hundred and fifty-seven charges for municipal services were evaluated. The recommended adjustments for these charges are summarized as follows:

- Six new fees are recommended to be established at this time.
- Two fees passed within the last year have been added to this document.
- Two fees are recommended to be eliminated.
- Seventy-three charges are recommended to be reduced.
- Fifty-two charges are recommended to be held constant.
- The remaining one hundred and twenty-six charges are recommended to be increased.

If the recommended fee adjustments are approved, the average cost recovery would be 98.7% (excluding Hazelwood Cemetery, Enterprise Fund charges, and fees which require special consideration discussed later). The recommended fee adjustments would generate an additional \$83,702 in total revenue. Of this potential revenue increase, \$17,444 would be in the general fund. Total proposed revenue generated is \$12,667,358; \$1,480,692 of which is general fund revenue, \$11,186,666 is derived from a variety of non-general funds.

Within the permit section there are two fees which have been approved by council in the last year but are new to the document this year; they are the short-term rental type 2 and medical marijuana permits. There are also two new permit fees requested by the Health Department for swimming pool inspections. There are four new fees proposed within the Charges for Services section; two new fire equipment rates for event activities and hazmat releases and two Chapter 99 fees specific to multi-project redevelopment areas. The two eliminated fees are one fire equipment rate for event activities and the animal vaccination fee.

The fees and charges evaluated have been grouped into five descriptive categories: Permit, Plan Review, and Inspection Fees; License Fees; Charges for Services; Ordinance Violation Charges; and Enterprise Fund Fees. Each category of charges has distinct characteristics and considerations that impact cost recovery decisions. The following narrative presents a summary of the charges within each category and an explanation of charges of particular interest.

Evaluation Summary by Fee Type

PERMIT, PLAN REVIEW, AND INSPECTION FEES SUMMARY

The permit, plan and inspection fees are the traditional fees charged by the City for the various permits issued and plan reviews and inspections conducted in relation to land development, commercial and residential construction, and specific activities within the City. Individuals and entities desiring to participate in such development or activities are required by City ordinance to apply for various permits and submit to plan reviews and inspections to ensure the public’s safety, health, and general welfare.

The City’s goal in charging these fees is to recover incurred costs that can be clearly identified as being directly associated with specific consumers of the City’s regulatory services. Examples of fees included in this category are final plat reviews, building permits, sign permits, driveway permits, taxicab inspections, and food permits.

There are four new fees in this section. Two fees were passed by council in the last 12 months and are being included in this document for the first time. They are the short-term rental type 2 permits and the zoning certificate for medical marijuana facilities. Two new permit fees are being introduced for the Health Department for swimming pool inspections. These inspections covering public and semipublic pools have always been done under City Code section 58-341 governing water quality, this fee is recommended to be established to recover the cost of this service.

A total of eighty-seven charges are identified in this category. The current average cost recovery for these charges is 103.5%. If the recommended fee adjustments are approved, the average cost recovery would be 99.2%.

The technology fee was reviewed for revenue currently being generated and the cost to maintain the electronic plan submission and review system (EPlans). The current rate of 17% is recommended remain the same. Based on the volume of these activities and the revenue generated in FY2019, it is projected 17% will be sufficient to cover the cost of maintaining the system. The technology fee applies to all building permits, sign permits, land disturbance permits, public improvements, and planning and zoning fees.

LICENSING FEES SUMMARY

The fees evaluated in this section are for liquor license location investigations, after hours establishment investigations, tanning location security and escort services background checks. The recommended fee for issuing catering letters is set according to State Statute Section 311.485.

There have not been any changes made to this statute during the current year, so the fee will remain the same.

A total of four charges are identified in this category. The current average cost recovery for these charges is 112%. If the recommended fee adjustments are approved, the average cost recovery would decrease to 100%.

CHARGES FOR SERVICES SUMMARY

The City has established charges for some services that are not regulatory in nature, nor imposed by City ordinance. These services provide a tangible product to a relatively small number of individuals and entities, with some services offered as an alternative to what is available in the private sector. The consumers of these City services have the freedom to choose whether or not the products provided have enough value to justify paying the established charge.

Examples of charges within this category include; community room rentals, vaccination administration fees, health testing, traffic signs and Hazelwood Cemetery burial services. As with other fee charges, the City restricts its cost recovery for these services to the actual cost incurred, except for the services offered at Hazelwood Cemetery, which require sensitivity to local market conditions and concerns.

There are four new fees introduced in this section. The Fire Department is adding an airvan/compressor trailer to the list of possible equipment utilized for both event activities and hazardous substance releases. Two Chapter 99 fees are being requested for the Planning Department. This is to distinguish multi-project redevelopment areas from other redevelopment plans. Two fees are recommended to be eliminated. One is for the Fire Department for the mobile command unit no longer utilized during event activities. The other fee eliminated is for animal vaccinations since the cost for vaccinations are already included in the intake of animals turned-in or impounded.

A total of one hundred and thirty-nine charges are identified in this category. Thirteen of these charges are Hazelwood Cemetery burial charges, which require special consideration as described below. Excluding the Hazelwood Cemetery charges, the current average cost recovery is 93.9%, if the recommended fee adjustments are approved, the average cost recovery would increase to 98.3%. Excluding the fees intentionally set below cost recovery for public health safety, such as animal vaccinations and vaccinations of food handlers, and fees set to not discourage use such as animal turn ins, the average cost recovery is 100%.

Hazelwood Cemetery

In addition to the City’s direct cost in providing services, other factors must be considered when establishing the fee levels for burial services and burial lot prices with Hazelwood Cemetery. The impact of the City’s fee structure on the local competitive market must be minimized. For all grave open/close services Hazelwood is currently mid-market, except for adult interment charges which we are the market high. Hazelwood is mid-market for lot sales except for infant lot sales, where we are the market high. Although some Hazelwood fees provide more than 100% cost recovery, the excess provides funding for the perpetual care of the cemetery.

ORDINANCE VIOLATION CHARGES SUMMARY

The charges in the fourth category have been established by City ordinance, as allowed by State statutes, to recover the costs incurred by the City while enforcing certain ordinance violations. Violators may also be subject to punitive fines and court costs ordered by the Municipal Court. All of these charges relate to DWI offenses, animal impoundment, or weed, health, and tree abatements.

A total of seven charges are identified in this category. Due to the special nature of these charges, full cost recovery is allowed to be maintained each year regardless of the percentage adjustment required. The only fee below the City cost in this section is the animal impoundment fee. The City believes the cost should not be so high that it would discourage citizens from claiming their animal. The current average cost recovery for these charges is 86.4%. If the recommended fee adjustments are approved, the average cost recovery will be 89.2%. Excluding the animal impoundment fees, 100% of cost recovery is achieved.

ENTERPRISE FUND FEES SUMMARY

The twenty fees in this section are determined differently than the other fees in this study. These fees are established to recover operating costs as well as recover long-term capital investment. These funds are not supported by general tax revenue. They are being included in this document to ensure annual review.

Boards and Agencies

Administrative boards, such as Parks and Airport boards, are allowed by City Ordinance to review and set their own schedule of charges. Accordingly, charges set by these boards are not reviewed as part of this evaluation.



Permit, Plan Review, and Inspection Fees

These fees are traditional fees charged by the City for the various permits issued and plan reviews and inspections conducted in relation to land development, commercial and residential construction, and specific activities within the City. Individuals and entities desiring to participate in such development or activities are required by City ordinance to apply for various permits and submit to plan reviews and inspections to ensure the public's safety, health, and general welfare.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Building Development Services	Commercial Permits and Plan Review	Building Permits	\$ 157	\$ 164	96%	359	\$ 56,399	\$ 164	4.4%	100%	\$ 58,876	\$ 2,477	Building construction requires the issuance of a permit and follow-up inspections to insure adherence to code. Permit fees are based on the building's use group, type of construction, and square footage.
		Electrical, Mechanical, Plumbing, Gas Permits	\$ 157	\$ 164	96%	2578	\$ 405,004	\$ 164	4.4%	100%	\$ 422,792	\$ 17,788	Electrical, mechanical, gas fitting, and plumbing work require the issuance of permits and follow-up inspections to insure adherence to code. Permit fees are based on a percentage of the building permit fee.
		Other Permits	\$ 157	\$ 164	96%	261	\$ 41,003	\$ 164	4.4%	100%	\$ 42,804	\$ 1,801	Other permits include: Foundation/Repair Permit for Moved Structures, Towers, Floodplain Development Permit, Parking Lots, Fuel Tanks, Fence Permit, Swimming Pool Installation, Temporary Vendor Site Permit, Temporary Vendor Permit, Lawn Sprinkler System Installation, Fire Sprinkler System Permit, Wrecking Permit, Stormwater Detention Permit, Moving Permit, Commercial Change-Outs, and Day Care Inspections.
		Building Plan Review-BDS Only	\$ 239	\$ 229	104%	66	\$ 15,792	\$ 229	-4.3%	100%	\$ 15,114	\$ (678)	In order to issue a building permit which requires design documents, a review of the design documents must be performed to verify compliance with the adopted building codes. The Plan Review fees are based on the percentage of the building permit fee. Depending on
		Building Plan Review	\$ 410	\$ 413	99%	305	\$ 125,026	\$ 413	0.8%	100%	\$ 125,965	\$ 939	the type of plan, the review is either performed by the Building Development Services department only or by Building Development Services and all other related departments.
		Technology Fee	17%	17%	100%	359	\$ 52,270	17%	0.0%	100%	\$ 52,270	\$ -	The technology fee is assessed on the Building Permit Fee, minimum of \$50, for the license and maintenance of the electronic plan submission and review system.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Building Development Services	Residential Permits	Building Permits	\$ 126	\$ 116	108%	183	\$ 23,007	\$ 116	-7.7%	100%	\$ 21,228	\$ (1,779)	Building construction requires the issuance of a permit and follow-up inspections to insure adherence to code. Permit fees are based on the building's use group, type of construction, and square footage.
		Electrical, Mechanical, Plumbing, Gas Permits	\$ 91	\$ 87	105%	1664	\$ 151,807	\$ 87	-4.6%	100%	\$ 144,768	\$ (7,039)	Electrical, mechanical, gas fitting, and plumbing work require the issuance of permits and follow-up inspections to insure adherence to code. Permit fees are based on a percentage of the building permit fee.
		Other Permits	\$ 40	\$ 37	109%	105	\$ 4,244	\$ 37	-8.5%	100%	\$ 3,885	\$ (359)	Other permits include: Residential mechanical furnace and/or air conditioner change out, plumbing water heater change out, electrical service repair and gas air test only.
Building Development Services	Sign Permit	Sign Permit - Detached	\$ 226	\$ 218	104%	52	\$ 11,752	\$ 218	-3.5%	100%	\$ 11,336	\$ (416)	A permit is required for any new detached sign or alternation to an existing detached sign.
		Sign Permit - Wall	\$ 76	\$ 75	101%	209	\$ 15,884	\$ 75	-1.3%	100%	\$ 15,675	\$ (209)	A permit is required for any new wall sign or alternation to an existing wall sign.
		Technology Fee	17%	17%	100%	261	\$ 8,409	17%	0.0%	100%	\$ 8,409	\$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Environmental Services	Asbestos Inspection Fee	Asbestos Inspection Fee	\$ 131	\$ 128	102%	125	\$ 16,375	\$ 128	-1.9%	100%	\$ 16,060	\$ (315)	Any asbestos removal project within the City of Springfield, may be inspected by an asbestos inspector with the Department of Environmental Services. The fee shall be charged to the abatement contractor or the owner of the property.
Environmental Services	Open Burning Permit	Open Burning Permit	\$ 149	\$ 84	178%	33	\$ 4,917	\$ 84	-43.8%	100%	\$ 2,762	\$ (2,155)	A property owner must obtain a permit to be able to burn brush or trees that originate on the property. The property owner has to meet several requirements in order to obtain a permit.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Environmental Services	Land Disturbance Permit	Sites < 1 acre	\$ 45	\$ 41	110%	4	\$ 180	\$ 41	-8.9%	100%	\$ 164	\$ (16)	The less than one acre fee is only for sites that are part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. Permits are required for these sites under federal and state regulations. A permit is not required for sites that disturb less than 1 acre, which is not part of a larger common plan.
		Sites Between 1 and 5 acres	\$ 467	\$ 462	101%	32	\$ 14,944	\$ 462	-1.1%	100%	\$ 14,784	\$ (160)	The Land Disturbance Permits are a requirement of the City's Municipal Separate Storm Sewer System (MS4) Permit with the Missouri Department of Natural Resources under the federal National Pollutant Discharge Elimination System (NPDES) program. Permit fee is for review and approval of applications and inspections, based on number of acres disturbed.
		Sites Between 5 and 20 acres	\$ 504	\$ 519	97%	10	\$ 5,040	\$ 519	3.0%	100%	\$ 5,190	\$ 150	
		Sites > 20 acres	\$ 622	\$ 664	94%	2	\$ 1,244	\$ 664	6.8%	100%	\$ 1,328	\$ 84	
		Technology Fee	17%	17%	100%	48	\$ 3,649	17%	0.0%	100%	\$ 3,649	\$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Environmental Services	Trash Truck Inspections	Trash Truck Inspections	\$ 21	\$ 19	109%	125	\$ 2,625	\$ 19	-8.4%	100%	\$ 2,404	\$ (221)	Trash trucks are inspected annually for compliance with sanitation requirements.
Fire	Blasting and Fireworks Permit	Blasting Permit (Storage Site)	\$ 152	\$ 82	184%	0	\$ -	\$ 82	-45.8%	100%	\$ -	\$ -	A permit is required for storage of explosives within the city. Site inspections are performed, as well as checks for a current city business license and certificate of insurance for the contractor.
		Blasting Permit (Use Site)	\$ 184	\$ 82	223%	0	\$ -	\$ 82	-55.2%	100%	\$ -	\$ -	A permit is required to do blasting within the city. Site inspections are performed, as well as checks for a current city business license and certificate of insurance for the contractor.
		Fireworks Permit - Ground Display	\$ 188	\$ 129	146%	5	\$ 940	\$ 129	-31.3%	100%	\$ 646	\$ (294)	A permit is required for a ground display of fireworks.
		Fireworks Permit - Aerial	\$ 250	\$ 131	190%	4	\$ 1,000	\$ 131	-47.5%	100%	\$ 525	\$ (475)	A permit is required for an aerial display of fireworks.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Fire	Blasting and Fireworks Permit	Fireworks Permit - Proximate Audience	\$ 299	\$ 151	198%	5	\$ 1,495	\$ 151	-49.4%	100%	\$ 756	\$ (739)	A permit is required for all proximate audience fireworks. The use of proximate audience fireworks must be in accordance with the International Fire Code, NFPA 1126, Standard for the Use of Pyrotechnics before a Proximate Audience and Missouri Revised Statute 320.106 through 320.161, and the Springfield Fire Department policies.
		Fireworks Permit - Additional Display Inspection	\$ 177	\$ 90	197%	37	\$ 6,549	\$ 90	-49.2%	100%	\$ 3,330	\$ (3,219)	All the fireworks permits include one display inspection. This fee will be assessed for each additional display at the same location.
Fire	Tent Permit	Tent Permit	\$ 101	\$ 73	138%	90	\$ 9,090	\$ 73	-27.3%	100%	\$ 6,609	\$ (2,481)	The tent permit covers the processing of the application, an initial review of the application by the Fire Marshal's Office, an on-site visit, and the inspection of one tent for fire and life safety requirements.
		Each Additional Tent	\$ 14	\$ 15	94%	54	\$ 756	\$ 15	6.0%	100%	\$ 801	\$ 45	The "Each Additional Tent" fee covers the inspection of each additional tent, located at the same site as on the tent permit, for fire and life safety requirements.
		Late Fee	\$ 83	\$ 89	93%	2	\$ 166	\$ 89	7.2%	100%	\$ 178	\$ 12	The late fee is charged in addition to the Tent Permit when the application is submitted within the 24 hour window prior to the event.
		Re-inspection Fee	\$ 58	\$ 65	90%	20	\$ 1,160	\$ 65	11.6%	100%	\$ 1,294	\$ 134	The re-inspection fee covers an on-site visit, and the re-inspection of tent(s) for fire and life safety requirements when the initial inspection failed or in the event that a tent is in place for more than 30 consecutive days.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Planning and Development	Planned Development	Planned Development (Rezoning)	\$ 1,425	\$ 1,349	106%	6	\$ 8,550	\$ 1,349	-5.3%	100%	\$ 8,094	\$ (456)	The preliminary plan for property development that either cannot be accommodated by the existing zoning laws or that requires additional regulations to protect a neighborhood from the proposed development. A specific ordinance approved by the Planning and Zoning Commission and City Council is produced, which also specifies how the final development plan may be approved.
		Planned Development - Final Development Plan (Comm/Council)	\$ 891	\$ 852	105%	1	\$ 891	\$ 852	-4.4%	100%	\$ 852	\$ (39)	Submitted site plan, which must be approved by the Planning and Zoning Commission and City Council, that shows specific development and how it complies with the preliminary development plan.
		Planned Development - Final Development Plan (Administrative)	\$ 745	\$ 590	126%	8	\$ 5,960	\$ 590	-20.8%	100%	\$ 4,720	\$ (1,240)	Submitted site plan, which can be administratively approved, that shows specific development and how it complies with the preliminary development plan.
		Technology Fee	17%	17%	100%	15	\$ 2,323	17%	0.0%	100%	\$ 2,323	\$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Planning and Development	Development Review	Conditional Use Permit	\$ 1,226	\$ 1,241	99%	4	\$ 4,906	\$ 1,241	1.2%	100%	\$ 4,964	\$ 58	Allows land to be used for certain specified uses subject to specified conditions.
		Zoning Map/Text Amendment	\$ 981	\$ 1,000	98%	34	\$ 33,344	\$ 1,000	2.0%	100%	\$ 34,000	\$ 656	A change in a property's zoning to allow a land use that is not under the existing zoning.
		Vacation (street, alley, or subdivision)	\$ 738	\$ 752	98%	9	\$ 6,639	\$ 752	1.9%	100%	\$ 6,768	\$ 129	Changes the ownership of a street or alley from public to private, or voids a platted subdivision.
		Relinquishment of Easement	\$ 290	\$ 292	99%	19	\$ 5,507	\$ 292	0.7%	100%	\$ 5,548	\$ 41	Legal measure where the City gives up its right to cross private property with public utility lines (gas, water, electric, sanitary sewer) because the easement is no longer needed.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Planning and Development	Development Review	Master Sign Plan	\$ 708	\$ 751	94%	1	\$ 708	\$ 751	6.1%	100%	\$ 751	\$ 43	An applicant can apply for a master sign plan which would allow multiple on-premise signs as long as the effective area of the signs do not exceed the total allowed sign area for the zoning district.
		Street Name Change	\$ 749	\$ 872	86%	1	\$ 749	\$ 872	16.4%	100%	\$ 872	\$ 123	A citizen or the city may request to change a street name if there are any emergency management issues or inconsistencies with the current addressing system. Emergency Communications (E-911) requests many of these and we would not charge 911. We will only charge for private requests.
		Technology Fee	17%	17%	100%	68	\$ 8,994	17%	0.0%	100%	\$ 8,994	\$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Planning and Development	Major Subdivisions	Preliminary Plat	\$ 1,139	\$ 1,030	111%	13	\$ 14,813	\$ 1,030	-9.6%	100%	\$ 13,390	\$ (1,423)	The submission of preliminary plans to subdivide private property into sellable lots.
		Preliminary Plat (Renewal)	\$ 771	\$ 735	105%	0	\$ -	\$ 735	-4.6%	100%	\$ -	\$ -	Required if the final plat is not submitted within one year of City Council approval of the preliminary plat.
		Final Plat (Administrative)	\$ 845	\$ 757	112%	9	\$ 7,608	\$ 757	-10.5%	100%	\$ 6,813	\$ (795)	Final version of a subdivision that will be recorded, creating sellable lots. City staff may approve administratively if the final plat submittal conforms to the preliminary plat that was approved by City Council.
		Final Plat (Appeal)	\$ 535	\$ 473	113%	1	\$ 535	\$ 473	-11.6%	100%	\$ 473	\$ (62)	An appeal may be made to the Planning and Zoning Commission and City Council for approval of a final plat that was administratively denied.
		Final Plat (Commission/Council)	\$ 562	\$ 500	112%	1	\$ 562	\$ 500	-11.0%	100%	\$ 500	\$ (62)	Final version of a subdivision that must be approved by the Planning and Zoning Commission and City Council because it does not meet the adopted criteria for administrative approval.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Planning and Development	Major Subdivisions	Subdivision Variance (Submitted with Preliminary Plat)	\$ 481	\$ 569	85%	0	\$ -	\$ 569	18.3%	100%	\$ -	\$ -	An applicant will often request a subdivision variance at the same time as their preliminary plat. The subdivision variance is a request to vary from the City of Springfield subdivision regulations if certain criteria are met.
		Subdivision Variance (Submitted Independent of Preliminary Plat)	\$ 489	\$ 504	97%	0	\$ -	\$ 504	3.1%	100%	\$ -	\$ -	A request for modification of the standard subdivision regulations.
		Request to Extend Security Agreement	\$ 189	\$ 204	93%	1	\$ 189	\$ 204	7.9%	100%	\$ 204	\$ 15	An applicant may request Section 303(2) of the Subdivision Regulations which states that the Commission "may, upon proof of hardship, extend the completion date set forth in said bond or agreements for a maximum period of one additional year; provided a request for said extension is made prior to the end of the one year following recordation and provided the amount of said security agreement is revised pursuant to a revised estimate by the Department of Public Works."
		Technology Fee	17%	17%	100%	25	\$ 3,635	17%	0.0%	100%	\$ 3,635	\$ -	The technology fee is assessed on the city cost for the license and maintenance of the electronic plan submission and review system.
Planning and Development	Administrative Subdivisions	Lot Line Adjustment	\$ 37	\$ 31	119%	16	\$ 592	\$ 31	-16.2%	100%	\$ 496	\$ (96)	An administrative lot line adjustment involves adjusting the location of a lot line or property line.
		Lot Combination - Substantial Impact	\$ 444	\$ 415	107%	1	\$ 444	\$ 415	-6.5%	100%	\$ 415	\$ (29)	An administrative lot combination that substantially increases the potential for development or substantially increases demands on public infrastructure serving existing and proposed tracts, and parcels or lots.
		Lot Combination - No Substantial Impact	\$ 34	\$ 28	121%	34	\$ 1,156	\$ 28	-17.6%	100%	\$ 952	\$ (204)	An administrative lot combination that does not substantially increase the potential for development or does not substantially increase demands on public infrastructure serving existing and proposed tracts and parcels or lots.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Planning and Development	Administrative Subdivisions	Administrative RePlat - Non-Residential	\$ 470	\$ 424	111%	6	\$ 2,820	\$ 424	-9.8%	100%	\$ 2,544	\$ (276)	The subdivision of land shall be classified as an administrative re-plat if an existing lot in a previously recorded subdivision is subdivided into not more than five (5) tracts, parcels or lots, and does not include the dedication of a new street or other public way or change in existing streets or alleys. The only difference between commercial and residential is whether it is a subdivision or commercially or residentially zoned land.
		Administrative RePlat Residential	\$ 406	\$ 371	109%	0	\$ -	\$ 371	-8.5%	100%	\$ -	\$ -	
		Administrative Condominium	\$ 546	\$ 499	109%	7	\$ 3,819	\$ 499	-8.5%	100%	\$ 3,493	\$ (326)	The subdivision of an existing structure or structures on a lot of record into units on a common element.
		Technology Fee	17%	17%	100%	64	\$ 1,343	17%	0.0%	100%	\$ 1,343	\$ -	The technology fee is assessed on the City cost for the license and maintenance of the electronic plan submission and review system.
Planning and Development	Planning - Other	Board of Adjustment (Variance, Appeal, and Special Exception)	\$ 650	\$ 685	95%	3	\$ 1,949	\$ 685	5.4%	100%	\$ 2,055	\$ 106	A property owner request for modification of the standard zoning ordinance regulations because strict enforcement of the regulations creates some type of hardship upon the utilization of the property.
		Annexation	\$ 1,375	\$ 1,374	100%	5	\$ 6,875	\$ 1,374	-0.1%	100%	\$ 6,870	\$ (5)	An applicant would request the city to incorporate their property within the domain of the City of Springfield.
		Zoning Certificate (General)	\$ 40	\$ 41	98%	45	\$ 1,800	\$ 41	2.5%	100%	\$ 1,845	\$ 45	An applicant would apply to have staff provide official certification of the zoning district of a particular property on the date the zoning certificate is issued. The zoning certificate also provides notice of any rezoning applications on file for the property in the Planning and Development Department office.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Planning and Development	Planning - Other	NEW Zoning Certificate - (Medical Marijuana)	\$ 92	\$ 95	97%	97	\$ 8,924	\$ 95	3.3%	100%	\$ 9,215	\$ 291	An applicant would apply to have staff provide official certification of the zoning district of a particular property on the date the zoning certificate is issued. Medical marijuana facilities require physical site visit to assess separation requirements. The zoning certificate also provides notice of any rezoning applications on file for the property in the Planning and Development Department office.
		NEW Short Term Rental Type 2	\$ 350	\$ 333	105%	93	\$ 32,550	\$ 333	-4.9%	100%	\$ 30,969	\$ (1,581)	The Planning and Development Department processes and reviews Short-Term Rental Type 2 permit applications pursuant to Section 36-473 of the Zoning Ordinance.
		Technology Fee	17%	17%	100%	243	\$ 8,662	17%	0.0%	100%	\$ 8,662	\$ -	The technology fee is assessed on the City cost for the license and maintenance of the electronic plan submission and review system.
Public Health	Farmers Market	Farmers Market Permit	\$ 128	\$ 215	60%	21	\$ 2,688	\$ 155	21.1%	72%	\$ 3,255	\$ 567	For compliance with City Ordinance, food establishments must possess a valid health permit. A Farmer’s Market is a category of food establishment. Farmer’s Market Permit Fee covers the cost of application processing and review, inspections, re-inspections, and delivery of the farmers market food safety class.
Public Health	New Construction/Remodel Inspections	New Construction/Remodel Inspection Fee	\$ 167	\$ 141	118%	234	\$ 39,071	\$ 141	-15.6%	100%	\$ 32,994	\$ (6,077)	For compliance with City Ordinance, food establishments must possess a valid health permit. To obtain such permit, establishments that are new construction or remodeling existing buildings, must complete application and review of plans and/or a walk-thru inspection of new/remodeled structure prior to issuance of a health permit. The New Construction/Remodel Inspection Fee covers the cost of the plan review, application review and processing, on-site pre-inspection and any needed re-inspections prior to opening, and consultation prior to initial opening.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Health	Food Permit	High Priority Establishment	\$ 587	\$ 465	126%	429	\$ 251,823	\$ 465	-20.8%	100%	\$ 199,485	\$ (52,338)	For compliance with City Ordinance, food establishments must possess a valid health permit. Food establishments are assessed based on risk factors known to cause or contribute to food borne illness; therefore, they are accordingly assessed as a low, medium or high priority. Those food establishments falling into the low priority category will be inspected once annually; those that fall into the medium priority category will be inspected twice annually; and those that fall into the high priority category will be inspected three times annually. The food permit fee covers the cost of annual inspections, re-inspections, compliance checks, and complaints/complaint inspections.
		Medium Priority Establishment	\$ 290	\$ 317	91%	482	\$ 139,780	\$ 317	9.3%	100%	\$ 152,794	\$ 13,014	
		Low Priority Establishment	\$ 154	\$ 244	63%	584	\$ 89,936	\$ 172	11.7%	70%	\$ 100,448	\$ 10,512	
Public Health	Temporary and Mobile Food Establishment Permit	Temporary Food Establishment Permit	\$ 61	\$ 88	69%	124	\$ 7,564	\$ 74	21.3%	84%	\$ 9,176	\$ 1,612	For compliance with City Ordinance, food establishments must possess a valid health permit. A Mobile is a category of food establishment. Mobile Food establishments are assessed based on risk factors known to cause or contribute to food borne illness; therefore, they are accordingly assessed as a low, medium or high priority. Those mobile food establishments falling into the low priority category will be inspected once; those that fall into the medium priority category will be inspected twice; and those that fall into the high priority category will be inspected three times. The mobile food permit fee covers the cost of inspections, re-inspections, compliance checks, and complaints/complaint inspections.
		Mobile Food Establishment - High Priority	\$ 132	\$ 131	101%	62	\$ 8,184	\$ 131	-0.8%	100%	\$ 8,122	\$ (62)	
		Mobile Food Establishment - Medium Priority	\$ 117	\$ 105	111%	0	\$ -	\$ 105	-10.3%	100%	\$ -	\$ -	
		Mobile Food Establishment - Low Priority	\$ 82	\$ 81	101%	54	\$ 4,428	\$ 81	-1.2%	100%	\$ 4,374	\$ (54)	

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Health	Swimming Pool Inspections	NEW Seasonal Swimming Pool Inspection	\$ -	\$ 85	0%	194	\$ -	\$ 85	100.0%	100%	\$ 16,490	\$ 16,490	City Code Section 58-341 is designed to prevent and control the transmission of disease within the City by establishing regulations governing water quality in public and semipublic pools. Each fee covers the cost of inspections, re-inspections, mileage, testing equipment and reagents. Seasonal pools are typically open between Memorial Day weekend and Labor Day weekend and will receive three full inspections per season. Pools operating year-round would be inspected every two months for the full year.
		NEW Year Long Swimming Pool Inspection	\$ -	\$ 167	0%	65	\$ -	\$ 167	100.0%	100%	\$ 10,855	\$ 10,855	
Public Works	Driveway and Right of Way Permit	Commercial Driveway Permit	\$ 120	\$ 142	85%	71	\$ 8,526	\$ 142	18.2%	100%	\$ 10,082	\$ 1,556	Permits must be obtained for all driveway construction and improvements. Improved refers to a driveway which connects to a street with concrete curbs and gutters. Unimproved refers to a driveway which connects to a street without concrete curbs and gutters.
		Residential Driveway Permit - Improved	\$ 98	\$ 105	93%	102	\$ 10,012	\$ 105	7.0%	100%	\$ 10,710	\$ 698	
		Residential Driveway Permit - Unimproved	\$ 112	\$ 119	94%	21	\$ 2,358	\$ 119	6.0%	100%	\$ 2,499	\$ 141	
		Sidewalk Permit	\$ 115	\$ 123	93%	48	\$ 5,514	\$ 123	7.1%	100%	\$ 5,904	\$ 390	Permits must be obtained for all sidewalk construction and improvements. If sidewalk construction is in conjunction with driveway construction, only the driveway permit fee will apply.
		Right of Way Excavation Permit	\$ 23	\$ 47	48%	1125	\$ 25,425	\$ 47	108.0%	100%	\$ 52,875	\$ 27,450	Permits must be obtained to perform excavations in the City's rights-of-way.
		Right of Way Excavation Inspection	\$ 146	\$ 148	99%	436	\$ 63,861	\$ 148	1.0%	100%	\$ 64,528	\$ 667	An inspection fee is charged when an excavation does not involve any City-performed street repair. This typically means that it's an excavation in an alley or on the right-of-way off to the side of the street, as is typical of phone company projects.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Driveway and Right of Way Permit	Right of Way Plan/Infrastructure Review - Large	\$ 507	\$ 622	82%	25	\$ 12,679	\$ 622	22.6%	100%	\$ 15,550	\$ 2,872	Large projects require a more detailed plan review and coordination to administer plans and impacts to the City Infrastructure. This fee is a one time fee to cover average cost to review plans and inspect infrastructure repairs during construction for projects covering multiple blocks over multiple weeks and/or have major infrastructure impacts.
		Right of Way Excavations Requiring Traffic Control - Large Project	\$ 216	\$ 239	90%	150	\$ 32,433	\$ 239	10.5%	100%	\$ 35,850	\$ 3,417	When an excavation permit requires work in the street or right of way, traffic control is required. Permit is valid for seven calendar days form the first day traffic control is installed and shall remain active until contractor has no longer blocked any access to lanes or sidewalks. Permit is for quality assurance checks of traffic control operations for a projects that will occupy more than one block on a residential street or for work on a collector or arterial route. An additional fee will be charged for each seven days or portion thereof.
Public Works / Environmental Services	Public Improvement Fee	Public Improvement Fee	5.00%	5.00%	100%	41	\$ 172,656	5.00%	0.0%	100%	\$ 172,656	\$ -	Projects completed by private developers for streets, storm sewer and sanitary sewer public improvement are assessed an engineering and inspection fee. The fee is 5% of the project cost. For FY19, there were \$3.4 Million in improvement projects. A "consent to annex" will be required as a condition to extend City sewer to any subdivision outside the city limits of Springfield. The consent to annex shall require an acceptable title search by an acceptable title company. The developer is responsible for providing the title search.
		Technology Fee	0.34%	0.34%	100%	41	\$ 11,963	0.34%	0.0%	100%	\$ 11,963	\$ -	The technology fee for public improvements, based on a percentage of the project cost, is an additional .34%. This percentage will capture the portion of the license and maintenance of the electronic submission and review system for this division.

PERMIT, PLAN REVIEW, AND INSPECTION FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Encroachment Permit	Encroachment Permit	\$ 243	\$ 228	107%	0	\$ -	\$ 228	-6.2%	100%	\$ -	\$ -	A permit is required for an encroachment on public right-of-way. Authority is granted to the Public Works Director to issue a license agreement for new awnings, canopies, planters, street furniture or sidewalk cafes.
		Encroachment Permit-Council Action	\$ 333	\$ 310	107%	0	\$ -	\$ 310	-6.9%	100%	\$ -	\$ -	Encroachments not defined in Section 98-323 of City Code require City Council action. The cost of the permit includes the staff time indicated above as well as Assistant City Attorney's time for council bill preparation.
Public Works	Taxicab and Wrecker Inspection	Taxicab and Wrecker Inspection	\$ 28	\$ 29	98%	37	\$ 1,036	\$ 29	2.1%	100%	\$ 1,058	\$ 22	Taxicabs and wreckers are inspected annually for compliance with safety and equipment requirements.

Licensing Fees

There are five fees identified in this section. They are for issuing letters of approval for catering, determining liquor license location restrictions, and background investigations for after-hours establishments, tanning location security and escort services. The recommended fee for issuing catering letters is set according to State Statute Section 311.485. There have not been any changes made to this statute during the current year, so the fee will remain the same.

LICENSING FEES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Finance	Licensing Background Checks	After-Hours Establishment Investigation	\$ 158	\$ 161	98%	0	\$ -	\$ 161	2.4%	100%	\$ -	\$ -	City Code provides for the recovery of the costs incurred by the City to perform background investigation of applicants for permission to operate an after-hours establishment.
		Tanning Location Security & Background Fee	\$ 147	\$ 130	113%	6	\$ 881	\$ 130	-11.5%	100%	\$ 780	\$ (101)	For compliance with City Ordinance, security and background checks are reviewed by the City on persons engaging in this type of business activity. This fee recovers the costs incurred by the Licensing and Police Departments in performing this task.
		Escort Service License Application Fee	\$ 131	\$ 120	110%	0	\$ -	\$ 120	-8.7%	100%	\$ -	\$ -	For compliance with City Ordinance, upon the initial application, background checks are reviewed by the City on persons engaging in this type of activity. Escort business owners as well as individual employee escorts must obtain this license. This fee recovers the costs incurred by the Licensing and Police Departments in performing the background investigation and license process.
	Liquor Licensing	Letters of Approval for Catering	\$15-\$30/day		N/A			\$15-\$30/day		N/A			Fee to be charged is set by Missouri Statute sections 311.220 and 311.485 of the Liquor Control Law. These letters of approval are for caterers or other persons holding licenses to serve liquor at a particular function, occasion or event at a particular location other than the licensed premises.
		Liquor License Location Investigation	\$ 204	\$ 160	128%	81	\$ 16,524	\$ 160	-21.8%	100%	\$ 12,922	\$ (3,602)	When a liquor license application is submitted, investigation of the location for licensing restrictions is required. The investigation involves checking restrictions regarding zoning, residential zoned property, church, park, school and other liquor license locations. The investigation also includes a criminal records check preformed by the Police Department.

Charges for Services

This category of charges is for services that are not regulatory in nature, nor imposed by City ordinance. These services provide a tangible product to a relatively small number of individuals and entities, with some services offered as an alternative to what is available in the private sector. The consumers of these City services have the freedom to choose whether or not the products provided have enough value to justify paying the established charges.



CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Art Museum	Rental Fee	Auditorium Reservation & Event Setup	\$ 345	\$ 345	100%	120	\$ 41,400	\$ 345	0.0%	100%	\$ 41,400	\$ -	Designated areas of the Art Museum may be rented to the public for events. The reservation and event fee could be less based on size of group and type of rental.
		Community Room Reservation & Event Setup	\$ 344	\$ 345	100%	85	\$ 29,240	\$ 345	0.3%	100%	\$ 29,325	\$ 85	
		Lobby Area Reservation & Event Setup	\$ 343	\$ 344	100%	5	\$ 1,715	\$ 344	0.3%	100%	\$ 1,720	\$ 5	
		Hourly Rental	\$ 87	\$ 78	112%	140	\$ 12,180	\$ 78	-10.3%	100%	\$ 10,920	\$ (1,260)	Art Museum security staffing per event hour.
		Security Officer per hour	\$ 25	\$ 33	76%	57.25	\$ 1,431	\$ 33	32.0%	100%	\$ 1,889	\$ 458	Events over 200 participants will require an additional Security Officer for every additional 50 guests. Outside of normal business hours, personnel cost is calculated at 150% of the standard rate.
Fire	Rental Fee	Fire Station Room Rental	\$ 45	\$ 51	88%	789	\$ 35,505	\$ 51	13.9%	100%	\$ 40,444	\$ 4,939	Community Rooms are located at some of the Springfield Fire Stations and may be rented to the public for meetings and events. This fee is per rental, for up to 8 hours. This fee is waived for other public agencies, registered neighborhood associations and government entities requiring the room(s) for their official business.
Fire	Fire Training Programs for Businesses	Fire Extinguishers	\$ 84	\$ 93	91%	8	\$ 673	\$ 93	10.2%	100%	\$ 742	\$ 68	Provide local businesses with one hour of training for their employees including the use of a fire extinguisher simulator. Fee is per class provided; up to 30 participants per class.
		First Aid or CPR with certification	\$ 81	\$ 93	87%	7	\$ 568	\$ 93	14.3%	100%	\$ 649	\$ 81	Provide local businesses with one hour of training for their employees in either basic First Aid training or adult CPR training without certification. Fee is per class provided; up to 30 participants per class.

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Fire	Staff and Equipment Rates for Event Activities	Firefighter per hour	\$ 31	\$ 31	100%	8	\$ 248	\$ 31	0.0%	100%	\$ 248	\$ -	City code provides for the recovery of the costs incurred by the City when an event requires fire department personnel to be called in off-duty.
		Equip. Operator/Rescue Specialist per hour	\$ 41	\$ 40	102%	8	\$ 328	\$ 40	-2.2%	100%	\$ 321	\$ (7)	
		Lieutenant per hour	\$ 41	\$ 42	97%	0	\$ -	\$ 42	2.8%	100%	\$ -	\$ -	Off-duty personnel cost is calculated at 125% of the standard rate. One hour will be added to the cost per position to cover travel to and from the event site.
		Fire Captain per hour	\$ 49	\$ 49	100%	8	\$ 392	\$ 49	0.0%	100%	\$ 392	\$ -	
		Fire Marshal per hour	\$ 51	\$ 50	101%	70	\$ 3,570	\$ 50	-1.1%	100%	\$ 3,530	\$ (40)	The department requires a minimum of 4 hours per position, per day for call-in.
		Battalion Chief per hour	\$ 57	\$ 56	102%	0	\$ -	\$ 56	-1.6%	100%	\$ -	\$ -	
		Division Chief per hour	\$ 51	\$ 50	102%	0	\$ -	\$ 50	-1.9%	100%	\$ -	\$ -	
		Assistant Fire Chief per hour	\$ 70	\$ 69	101%	0	\$ -	\$ 69	-0.7%	100%	\$ -	\$ -	
		Fire Chief per hour	\$ 105	\$ 99	106%	0	\$ -	\$ 99	-5.4%	100%	\$ -	\$ -	
		Fire Truck - Pump per hour	\$ 79	\$ 81	98%	8	\$ 632	\$ 81	2.5%	100%	\$ 648	\$ 16	
		Fire Truck - No ladder per hour (Rescue)	\$ 93	\$ 96	97%	0	\$ -	\$ 96	3.6%	100%	\$ -	\$ -	
		Fire Truck - Ladder 75 ft per hour	\$ 117	\$ 121	97%	0	\$ -	\$ 121	3.4%	100%	\$ -	\$ -	
		Fire Truck - Ladder 100 ft per hour	\$ 100	\$ 178	56%	0	\$ -	\$ 178	78.0%	100%	\$ -	\$ -	
		Pickup/SUV per hour	\$ 19	\$ 20	95%	0	\$ -	\$ 20	5.3%	100%	\$ -	\$ -	
		NEW Airvan/Compressor Trailer per hour	\$ -	\$ 111	0%	0	\$ -	\$ 111	100.0%	100%	\$ -	\$ -	

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Fire	Staff and Equipment Rates for a Hazardous Substance Release	Firefighter per hour	\$ 25	\$ 25	100%	21	\$ 532	\$ 25	0.0%	100%	\$ 532	\$ -	City code provides for the recovery of the costs of a hazardous substance release if any of the following circumstances are meet: when level A or B protection is used; when the on-scene time exceeds 2 hours; when the loss of equipment/supplies is greater than \$50.00; or is outside the City of Springfield. Incidents not involving fire, standard rate applies with no charge for the first hour. Incidents involving fire, 50% of the standard rate applies with no charge for the first hour.
		Equip. Operator/Rescue Specialist per hour	\$ 31	\$ 32	98%	11	\$ 348	\$ 32	2.4%	100%	\$ 356	\$ 8	
		Lieutenant per hour	\$ 32	\$ 33	96%	0	\$ -	\$ 33	4.3%	100%	\$ -	\$ -	
		Fire Captain per hour	\$ 38	\$ 39	97%	11	\$ 427	\$ 39	3.1%	100%	\$ 440	\$ 13	
		Fire Marshal per hour	\$ 39	\$ 40	98%	0	\$ -	\$ 40	2.4%	100%	\$ -	\$ -	Responses outside the City of Springfield; on-duty personnel the standard rate applies; recalled personnel 125% of the standard rate applies.
		Battalion Chief per hour	\$ 45	\$ 44	101%	9	\$ 426	\$ 44	-1.4%	100%	\$ 420	\$ (6)	
		Division Chief per hour	\$ 49	\$ 50	99%	0	\$ -	\$ 50	1.1%	100%	\$ -	\$ -	
		Assistant Fire Chief per hour	\$ 68	\$ 69	99%	0	\$ -	\$ 69	1.1%	100%	\$ -	\$ -	
		Fire Chief per hour	\$ 102	\$ 98	104%	0	\$ -	\$ 98	-3.7%	100%	\$ -	\$ -	Cost of supplies and damaged equipment, actual replacement costs apply.
		Fire Truck - Pump per hour	\$ 79	\$ 81	98%	0	\$ -	\$ 81	2.5%	100%	\$ -	\$ -	
		Fire Truck - No ladder per hour	\$ 93	\$ 96	97%	0	\$ -	\$ 96	3.6%	100%	\$ -	\$ -	
		Fire Truck - Ladder 75 ft per hour	\$ 117	\$ 121	97%	0	\$ -	\$ 121	3.4%	100%	\$ -	\$ -	
		Fire Truck - Ladder 100 ft per hour	\$ 100	\$ 178	56%	0	\$ -	\$ 178	78.0%	100%	\$ -	\$ -	
		Pickup/SUV per hour	\$ 19	\$ 20	95%	9	\$ 178	\$ 20	5.3%	100%	\$ 187	\$ 9	
		Hazmat Vehicle per hour	\$ 93	\$ 96	97%	11	\$ 1,044	\$ 96	3.2%	100%	\$ 1,078	\$ 34	
		NEW Airvan/Compressor Trailer per hour	\$ -	\$ 111	0%	0	\$ -	\$ 111	100.0%	100%	\$ -	\$ -	

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Municipal Court	Access to Conviction Records (Per Name)	Access to Conviction Records (Per Name)	\$ 9	\$ 9	100%	354	\$ 3,186	\$ 9	0.0%	100%	\$ 3,186	\$ -	Research court conviction records for individual names as requested. The charge is for each name to be researched.
Planning and Development	Chapter 99 Services	Chapter 99 Redevelopment Plan and Blight Report	\$ 1,630	\$ 2,057	79%	1	\$ 1,630	\$ 2,057	26.2%	100%	\$ 2,057	\$ 427	The Planning and Development Department processes and reviews applications containing a blight report and redevelopment plan submitted pursuant to Section 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law ("Chapter 99") that request City Council make a determination of blight within a proposed redevelopment area and approve a redevelopment plan to facilitate redevelopment.
Planning and Development	Chapter 99 Services	Chapter 99 Redevelopment Plan Only	\$ 1,304	\$ 1,883	69%	0	\$ -	\$ 1,883	44.4%	100%	\$ -	\$ -	The Planning and Development Department process and reviews applications containing a redevelopment plan submitted pursuant to Section 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law ("Chapter 99") that request City Council to approve plans for the redevelopment of a proposed redevelopment area. A blight report and determination of blight is not necessary if the proposed redevelopment area is currently blighted pursuant to Chapter 99.
		NEW Chapter 99 Redevelopment Plan and Blight Report (Multi-project Redevelopment Area)	\$ -	\$ 1,526	0%	0	\$ -	\$ 1,526	100.0%	100%	\$ -	\$ -	Redevelopment Plans for Multi-Project Redevelopment Areas are exempted from the But-for-Test and Scorecard requirements; however, they shall include an explanation as to how they satisfy the criteria in the Workable Program.
		NEW Chapter 99 Redevelopment Plan Only (Multi-project Redevelopment Area)	\$ -	\$ 1,362	0%	0	\$ -	\$ 1,362	100.0%	100%	\$ -	\$ -	
		Request for Chapter 99 Property Tax Abatement	\$ 472	\$ 451	105%	7	\$ 3,306	\$ 451	-4.4%	100%	\$ 3,159	\$ (147)	The Planning and Development Department processes and reviews applications requesting the Land Clearance for Redevelopment Authority to authorize partial real property tax abatement for projects that are consistent with an approved redevelopment plan.

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Planning and Development	Chapter 353 Services	Chapter 353 Fee	\$ 2,040	\$ 2,074	98%	0	\$ -	\$ 2,074	1.6%	100%	\$ -	\$ -	The Planning and Development Department processes and reviews applications filed by urban redevelopment corporations pursuant to Chapter 353, RSMo and Chapter 36, Springfield City Code that request City Council make a determination of blight within a proposed redevelopment area, approve a redevelopment plan, and authorize partial real property tax abatement to facilitate redevelopment.
Police	Report Fee	Accident/Incident Report	\$ 2	\$ 2	100%	26,571	\$ 53,142	\$ 2	0.0%	100%	\$ 53,142	\$ -	Accident and incident reports may be purchased through the Police Department. The charge is for each report requested. Incident reports requested by victims of sexual assault or domestic violence are being waived per General Ordinance 6504.
Police	User Fee	Police Firing Range Per Hour	\$ 83	\$ 88	95%	0	\$ -	\$ 88	5.6%	100%	\$ -	\$ -	This facility has 20 shooting stations which allows for 100 yard targets. There is also a 25-yard range available for 16 additional stations. Staff will be on hand for use of facilities. This service is only available to other law enforcement agencies. All agencies must bring their own ammunition and cleaning supplies.
Public Health	Animal Control Fees	Animal Turn-in by Owner	\$ 20	\$ 88	23%	149	\$ 2,980	\$ 20	0.0%	23%	\$ 2,980	\$ -	This fee will cover expenses incurred from officer time gathering information from owner relinquishing animal, performing a wellness check, vaccinations and chipping (if necessary), taking the animal's photo and loading it onto the database. Also covers the cost of food for the first day and kennel cleaning services. Mother animal brought in with litter will be treated as one animal for charging purposes. The fee has been set at \$20 because the City believes that the cost should not be so high that it would discourage citizens from turning in animals.

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Health	Health Testing Fees	Hepatitis B Surface Antigen Testing	\$ 30	\$ 57	53%	23	\$ 690	\$ 30	0.0%	53%	\$ 690	\$ -	The Public Health Department charges for a Hepatitis B surface antigen screening. The screening tool is used to detect acute cases of illness caused by the Hepatitis B virus. Blood is drawn at the Health Department by Laboratory staff and sent to an outside agency for testing. This fee is not collected at 100% cost recovery because the City believes this fee should not be so high it discourages the public from being tested.
		Hepatitis C testing	\$ 75	\$ 74	101%	11	\$ 825	\$ 74	-1.3%	100%	\$ 814	\$ (11)	The Public Health Department began performing a Hepatitis C surface antigen screening in addition to a Hepatitis C RNA quantitative test in September 2017. The screening tool is used to detect acute cases of illness caused by the Hepatitis C virus while the RNA quantitative test is a confirmatory test in addition to detecting viral loads in the body. Blood is drawn at the Health Department by Laboratory staff and analyzed internally in the lab. This fee is not collected at 100% cost recovery because the City believes this fee should not be so high it discourages the public from being tested.
		Tuberculosis T Spot Testing	\$ 100	\$ 110	91%	1	\$ 100	\$ 110	10.4%	100%	\$ 110	\$ 10	The Public Health Department offers T Spot testing. The screening tool is used to detect cases of latent tuberculosis infection or active tuberculosis disease. Blood is drawn by a Health Department employee and sent to an outside laboratory for analysis.
Public Health	Health Services Fee	Vaccine Administration Fee	\$ 51	\$ 50	102%	1028	\$ 52,428	\$ 50	-2.0%	100%	\$ 51,400	\$ (1,028)	The Public Health Department charges an administration fee for adult vaccinations given to individuals, and work groups as requested for employment. Food handlers are charged a minimal fee for the administration of the Hepatitis A vaccine. The rationale for a reduced administration fee charge for the food handlers is the public health safety issue and to reduce barriers to receiving the vaccine. The cost of the vaccine is not included in this fee, vaccines will be charged at market value.
		Vaccine Administration Fee - Food Handlers	\$ 5	\$ 50	10%	622	\$ 3,110	\$ 5	0.0%	10%	\$ 3,110	\$ -	

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Health	Health Services Fee	Vaccine Administration Fee - Non-Greene County Resident	\$ 85	\$ 81	105%	132	\$ 11,220	\$ 81	-4.7%	100%	\$ 10,692	\$ (528)	Residents within the City of Springfield pay for public health services through a property mil tax. Greene County pays for these services for Greene County Residents. This fee recovers the vaccine administration for non-Greene County residents. The cost of the vaccine is not included in this fee, vaccines will be charged at market value.
Public Information Office	Rental Fee	Cityview Studio Reservation and Daily Rental	\$ 617	\$ 594	104%	0	\$ -	\$ 594	-3.7%	100%	\$ -	\$ -	The Cityview studio may be rented to individuals for video recording purposes. The Public Information Office has the authority to charge up to the full cost for the facility based the length of the rental. A minimum fee of \$250 is required; this includes, reservation, setup and tear down time.
		Equipment Operator Per Hour	\$ 67	\$ 42	160%	0	\$ -	\$ 42	-37.3%	100%	\$ -	\$ -	Audio, visual and studio equipment is available upon request to be rented per day, per event. City staff may be provided or required to operate certain equipment. Outside of normal business hours, personnel cost is calculated at 150% of the standard rate.
Public Works	Escrow Fee	Escrow Fee	\$ 520	\$ 468	111%	10	\$ 5,200	\$ 468	-10.0%	100%	\$ 4,680	\$ (520)	After approving request for securing public improvements the escrow fee must be paid in order to continue with processing and review of security agreements. Fee covers cost for review, processing, and coordination of securities. Fee is for review and does not constitute reimbursement if escrow is denied.
Public Works	Hazelwood Cemetery (Burial Services)	Open/Close - Adult Grave	\$ 891	\$ 1,055	84%	64	\$ 57,024	\$ 891	0.0%	84%	\$ 57,024	\$ -	The charge for preparing the grave site for an adult, infant, or cremation remains burial. The Niche fee is for niche placement, either in-ground or above ground.
		Open/Close - Infant Grave	\$ 325	\$ 562	58%	1	\$ 325	\$ 325	0.0%	58%	\$ 325	\$ -	
		Open/Close - Cremains (Direct Burial)	\$ 428	\$ 570	75%	26	\$ 11,128	\$ 428	0.0%	75%	\$ 11,128	\$ -	
		Open/Close - Cremains (Niche)	\$ 209	\$ 230	91%	0	\$ -	\$ 209	0.0%	91%	\$ -	\$ -	

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Hazelwood Cemetery (Burial Services)	Open/Close - Infant & Cremains With Family Preparation	\$ 378	\$ 522	72%	0	\$ -	\$ 378	0.0%	72%	\$ -	\$ -	The charge to mark the grave and provide materials for an infant or cremains burial, where the family wishes to prepare the grave.
		Additional Fee for Non-Office Hour Services	\$ 393	\$ 455	86%	13	\$ 5,109	\$ 393	0.0%	86%	\$ 5,109	\$ -	The additional charge for Saturday, Sunday, holiday or evening/late burial (in addition to the Open/Close charge) for the cost of overtime for employees performing the service. This fee may be prorated by hour.
		Disinterment Charges - Adults	\$ 983	\$ 993	99%	1	\$ 983	\$ 983	0.0%	99%	\$ 983	\$ -	The charge for removing the remains from a graveside at Hazelwood. A licensed funeral director is required by law to be present (Cost of funeral director is not included). Reinterment will incur additional burial fees if moved to another location at Hazelwood.
		Disinterment Charges - Infants	\$ 532	\$ 727	73%	1	\$ 532	\$ 532	0.0%	73%	\$ 532	\$ -	
		Disinterment Charges - Cremains	\$ 392	\$ 294	133%	1	\$ 392	\$ 392	0.0%	133%	\$ 392	\$ -	
		Lot Sales	\$ 800	\$ 82		49	\$ 39,200	\$ 800	0.0%		\$ 39,200	\$ -	The charge for a lot sale provides funding for the perpetual care of the cemetery and is set at a rate to not undercut the prices charged by the other local cemeteries. The charge for an infant lot is based proportionally to the size of an adult grave. Mausoleum lots are also available.
		Lot Sales - Infant	\$ 270	\$ 82		0	\$ -	\$ 270	0.0%		\$ -	\$ -	
		Lot Sales - Historical Graves	\$ 1,032	\$ 135		0	\$ -	\$ 1,032	0.0%		\$ -	\$ -	The lot sale and the charge for researching and verifying gravesites that have been "historically vacant" (never sold/used) throughout the cemetery.
		Lot Sales - Reinstated Graves	\$ 1,246	\$ 666		0	\$ -	\$ 1,246	0.0%		\$ -	\$ -	State statute allows the City to declare "purchased/not used" graves to be abandoned if unused for more than 50 years. The charge recovers the cost of filing the public notices and recording fee, conducting field study of the lot and research by the City Attorney's Office.
Public Works	Street Cleaning Fees	Street Sweeping Service Mobilization Fee	\$ 196	\$ 183	107%	11	\$ 2,156	\$ 183	-6.6%	100%	\$ 2,013	\$ (143)	Mobilization fees are the minimum fee required to prepare the equipment and to provide the operator and equipment on site.
		Street Flushing Service Mobilization Fee	\$ 113	\$ 126	90%	0	\$ -	\$ 126	11.5%	100%	\$ -	\$ -	
		Street Sweeping/Square Foot	\$ 0.0037	\$ 0.0041	90%	1,932,858	\$ 7,152	\$ 0.0041	10.8%	100%	\$ 7,925	\$ 773	The service the equipment operator provides includes, labor and equipment per unit of measure cleaned.
		Street Flushing/Square Foot	\$ 0.0025	\$ 0.0028	89%	0	\$ -	\$ 0.0028	12.0%	100%	\$ -	\$ -	

CHARGES FOR SERVICES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Street Repair Mobilization Fees	Concrete/Excavation Crew Mobilization Fee	\$ 493	\$ 525	94%	209	\$ 103,037	\$ 525	6.5%	100%	\$ 109,725	\$ 6,688	Mobilization fees are the minimum fee required to provide a crew and equipment on site, prepare the site, setup, and tear down.
		Sidewalk Crew Mobilization Fee	\$ 228	\$ 243	94%	145	\$ 33,060	\$ 243	6.6%	100%	\$ 35,235	\$ 2,175	
		Saw Cut Crew Mobilization Fee	\$ 94	\$ 96	98%	310	\$ 29,140	\$ 96	2.1%	100%	\$ 29,760	\$ 620	
		Asphalt Crew Mobilization Fee	\$ 237	\$ 241	98%	48	\$ 11,376	\$ 241	1.7%	100%	\$ 11,568	\$ 192	
		Temporary Asphalt Crew Mobilization Fee	\$ 199	\$ 203	98%	404	\$ 80,396	\$ 203	2.0%	100%	\$ 82,012	\$ 1,616	
		Finish Grading Crew Mobilization Fee	\$ 131	\$ 140	94%	277	\$ 36,287	\$ 140	6.9%	100%	\$ 38,780	\$ 2,493	
		Daily Remobilization Fee	\$ 217	\$ 219	99%	0	\$ -	\$ 219	0.9%	100%	\$ -	\$ -	
Public Works	Street Repair Services Fees	Water Main Break	\$ 280	\$ 283	99%	0	\$ -	\$ 283	1.1%	100%	\$ -	\$ -	The service the crew provides includes labor, equipment and materials per unit of measure.
		Concrete Pavement per SF	\$ 4.12	\$ 4.25	97%	48,411	\$ 199,453	\$ 4.25	3.2%	100%	\$ 205,906	\$ 6,452	
		Sidewalk per SF	\$ 3.39	\$ 3.46	98%	15,585	\$ 52,833	\$ 3.46	2.0%	100%	\$ 53,881	\$ 1,048	
		Asphalt cap, 2" per SF	\$ 2.15	\$ 2.20	98%	6,723	\$ 14,454	\$ 2.20	2.3%	100%	\$ 14,787	\$ 332	
		Asphalt cap, temporary per SF	\$ 2.39	\$ 2.47	97%	38,188	\$ 91,269	\$ 2.47	3.5%	100%	\$ 94,451	\$ 3,181	
		Asphalt Stamping per SF	\$ 6.74	\$ 6.80	99%	0	\$ -	\$ 6.80	0.9%	100%	\$ -	\$ -	
		Finish Grading per SF	\$ 0.93	\$ 1.00	93%	7,631	\$ 7,097	\$ 1.00	7.4%	100%	\$ 7,622	\$ 525	
		Concrete Curb per SF	\$ 15.23	\$ 16.08	95%	523	\$ 7,965	\$ 16.08	5.6%	100%	\$ 8,411	\$ 446	

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Street Repair Services Fees	Concrete Curb and Gutter per SF	\$ 25.56	\$ 27.10	94%	673	\$ 17,202	\$ 27.10	6.0%	100%	\$ 18,236	\$ 1,034	The service the crew provides includes labor, equipment and materials per unit of measure.
		Saw Cut per SF	\$ 0.92	\$ 0.93	99%	13,244	\$ 12,184	\$ 0.93	1.0%	100%	\$ 12,307	\$ 123	
		Bricks / ea.	\$ 2.83	\$ 3.01	94%	0	\$ -	\$ 3.01	6.2%	100%	\$ -	\$ -	
		ADA Ramp / ea.	\$ 1,187	\$ 1,249	95%	18	\$ 21,366	\$ 1,249	5.2%	100%	\$ 22,482	\$ 1,116	
Public Works	Regulatory Sign Fees	STOP 30"	\$ 107	\$ 112	96%	-	-	\$ 112	4.7%	100%	-	-	Charges to developers for the City to install the initial set of traffic signs in a new subdivision. Developers have the option to have the signs fabricated by a private contractor and install the signs themselves with no charge paid to the City; however the signs must meet the City sign standards for material and installation hardware. The charges are also used for traffic signs damaged in auto accidents. Signs in Bold type are typical signs that would be installed in new subdivision.
		STOP 36"	\$ 116	\$ 122	95%	-	-	\$ 122	5.2%	100%	-	-	
		30" STOP with All Way Plaque	\$ 118	\$ 118	100%	-	-	\$ 118	0.0%	100%	-	-	
		36" STOP with All Way Plaque	\$ 123	\$ 123	100%	-	-	\$ 123	0.0%	100%	-	-	
		30" STOP with double street names (6 3/4")	\$ 167	\$ 172	97%	-	-	\$ 172	3.0%	100%	-	-	
		30" STOP with double street names (9")	\$ 203	\$ 205	99%	-	-	\$ 205	1.0%	100%	-	-	
		30" STOP with double street names and cross traffic does not stop (6 3/4")	\$ 185	\$ 191	97%	-	-	\$ 191	3.2%	100%	-	-	
		30" STOP with double street names and cross traffic does not stop (9")	\$ 221	\$ 229	97%	-	-	\$ 229	3.6%	100%	-	-	
		30" STOP with double street names and Street Ends or No Outlet (6 3/4")	\$ 196	\$ 202	97%	-	-	\$ 202	3.1%	100%	-	-	
		30" STOP with double street names and Street Ends or No Outlet (9")	\$ 241	\$ 249	97%	-	-	\$ 249	3.3%	100%	-	-	
		30" STOP with double one way arrow	\$ 134	\$ 142	94%	-	-	\$ 142	6.0%	100%	-	-	

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Regulatory Sign Fees	30" STOP with double one way arrows (back to back)	\$ 137	\$ 140	98%	-	-	\$ 140	2.2%	100%	-	-	Charges to developers for the City to install the initial set of traffic signs in a new subdivision. Developers have the option to have the signs fabricated by a private contractor and install the signs themselves with no charge paid to the City; however the signs must meet the City sign standards for material and installation hardware. The charges are also used for traffic signs damaged in auto accidents. Signs in Bold type are typical signs that would be installed in new subdivision.
		30" STOP with double one way arrows and cross traffic does not stop	\$ 154	\$ 165	93%	-	-	\$ 165	7.1%	100%	-	-	
		YIELD 36"	\$ 104	\$ 111	94%	-	-	\$ 111	6.7%	100%	-	-	
		Right Lane Must Turn Right 30 X 30	\$ 108	\$ 113	96%	-	-	\$ 113	4.6%	100%	-	-	
		Center Lane Sign 24 X 30	\$ 106	\$ 109	97%	-	-	\$ 109	2.8%	100%	-	-	
		One Way 12 X 36	\$ 98	\$ 100	98%	-	-	\$ 100	2.0%	100%	-	-	
		One Way (double sided) 12 X 36	\$ 105	\$ 107	98%	-	-	\$ 107	1.9%	100%	-	-	
		DO NOT ENTER 30 X 30	\$ 108	\$ 113	96%	-	-	\$ 113	4.6%	100%	-	-	
		Speed Limit 20/25/30/35/40 24 X 30	\$ 104	\$ 108	96%	-	-	\$ 108	3.8%	100%	-	-	
		Speed Limit 25 with yellow border 32 X 42	\$ 120	\$ 120	100%	-	-	\$ 120	0.0%	100%	-	-	
		No Left/Right/U-turn Turn (symbol) 24 X 24	\$ 101	\$ 104	97%	-	-	\$ 104	3.0%	100%	-	-	
		Keep Right (symbol) with Stripe Board (8 x 18) 18 X 24	\$ 107	\$ 115	93%	-	-	\$ 115	7.5%	100%	-	-	
		Keep Right (symbol) with Stripe Board (12 x 36) 24 X 30	\$ 120	\$ 126	95%	-	-	\$ 126	5.0%	100%	-	-	
		2hr Parking, Res Permit Parking 12 X 18	\$ 95	\$ 94	101%	-	-	\$ 94	-1.1%	100%	-	-	
		No Parking, Handicap Parking 12 X 18	\$ 93	\$ 94	99%	-	-	\$ 94	1.1%	100%	-	-	
		No Parking; No Parking, Stopping, Standing; Loading	\$ 101	\$ 103	98%	-	-	\$ 103	2.0%	100%	-	-	
		Replace Pole Only	\$ 94	\$ 93	101%	-	-	\$ 93	-1.1%	100%	-	-	
		Reset Existing Sign	\$ 76	\$ 75	101%	-	-	\$ 75	-1.3%	100%	-	-	

CHARGES FOR SERVICES

Department	Fee Category	Service Description	Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
			Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Warning Sign Fees	End of Roadway Diamonds 18 X 18	\$ 95	\$ 97	98%	-	-	\$ 97	2.1%	100%	-	-	Charges to developers for the City to install the initial set of traffic signs in a new subdivision. Developers have the option to have the signs fabricated by a private contractor and install the signs themselves with no charge paid to the City; however the signs must meet the City sign standards for material and installation hardware. The charges are also used for traffic signs damaged in auto accidents. Signs in Bold type are typical signs that would be installed in new subdivision.
		Stripe Board 12 X 36	\$ 98	\$ 100	98%	-	-	\$ 100	2.0%	100%	-	-	
		Curve Warning / Stop Ahead/ Signal Ahead/	\$ 108	\$ 113	96%	-	-	\$ 113	4.6%	100%	-	-	
		Curve Warning with Advisory Speed Plaque	\$ 121	\$ 128	95%	-	-	\$ 128	5.8%	100%	-	-	
		Direction Arrow (L/R/D) with 2 Stripe Boards	\$ 142	\$ 151	94%	-	-	\$ 151	6.3%	100%	-	-	
		Chevron 18 X 24	\$ 98	\$ 100	98%	-	-	\$ 100	2.0%	100%	-	-	
		Splitter Island Sign; No Trespassing 24 X 24	\$ 101	\$ 107	94%	-	-	\$ 107	5.9%	100%	-	-	
		Advance Railroad Warning 30"	\$ 106	\$ 111	95%	-	-	\$ 111	4.7%	100%	-	-	
		Cross Traffic Does Not Stop 18 X 30	\$ 100	\$ 103	97%	-	-	\$ 103	3.0%	100%	-	-	
Public Works	Pedestrian Sign Fees	Pedestrian / School Crosswalk with diagonal	\$ 136	\$ 142	96%	-	-	\$ 142	4.4%	100%	-	-	
		Pedestrian / School Crosswalk with diagonal	\$ 151	\$ 157	96%	-	-	\$ 157	4.0%	100%	-	-	
Public Works	Street Name Sign Fees	Double Sided Blade 6 3/4 X 30	\$ 113	\$ 112	101%	-	-	\$ 112	-0.9%	100%	-	-	
		Double Sided Blade/No Outlet/Street Ends 6 3/4 X 36	\$ 116	\$ 115	101%	-	-	\$ 115	-0.9%	100%	-	-	
		Double Sided Blade 6 3/4 X 42	\$ 119	\$ 119	100%	-	-	\$ 119	0.0%	100%	-	-	
		Double Sided Blade/No Outlet/Street Ends 9 X 36	\$ 120	\$ 119	101%	-	-	\$ 119	-0.8%	100%	-	-	
		Double Sided Blade 9 X 42	\$ 124	\$ 123	101%	-	-	\$ 123	-0.8%	100%	-	-	

Ordinance Violation Charges

The charges in this category have been established by City ordinance, as allowed by State statutes, to recover the costs incurred by the City while enforcing certain ordinance violations. Violators may also be subject to punitive fines and court costs ordered by the Municipal Court. Due to the special nature of these charges, full cost recovery is maintained each year regardless of the percentage adjustment required. All of these charges relate to DWI offenses, probation, animal impoundment, or weed, health and tree abatements.



ORDINANCE VIOLATION CHARGES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Building Development Services	Weed & Nuisance Abatement	Weed Investigation and Processing	\$ 63	\$ 69	91%	366	\$ 23,058	\$ 69	9.5%	100%	\$ 25,254	\$ 2,196	City Code provides for the recovery of the costs incurred by the City to abate property of weeds, brush, and other rank vegetation, and nuisances when the property owner fails to respond to proper notice of the violation.
		Nuisance Investigation and Processing	\$ 270	\$ 269	100%	497	\$ 134,190	\$ 269	-0.4%	100%	\$ 133,693	\$ (497)	
		Abatement Charge	Contract	Contract	100%	518	N/A	Contract	Contract	100%	N/A	N/A	Investigation and Processing Charge recovers the administrative costs to investigate and process a weed or nuisance property abatement. Nuisance property charge includes the City cost incurred for property title search and certified deed cost. Abatement Charge is established based on the City's cost to abate the nuisance through an outside service contract, in which case the property owner will be charged the contractor's charge to the City.
Public Health	Animal Impoundment	First Day	\$ 33	\$ 115	29%	414	\$ 13,662	\$ 33	0.0%	29%	\$ 13,662	\$ -	A person claiming a dog or cat that has been impounded must pay an impoundment fee for the animal's release. The fees are not at 100% cost recovery because the City believes that the cost should not be so high that it would discourage citizens from claiming their animal.
		Each Day or Partial Day Thereafter	\$ 18	\$ 27	67%	892	\$ 16,056	\$ 20	11.1%	74%	\$ 17,840	\$ 1,784	
Police	DWI Violation	DWI Arrest	\$ 207	\$ 227	91%	794	\$ 164,358	\$ 227	9.6%	100%	\$ 180,206	\$ 15,848	State Statutes and city ordinances allow the court to order persons convicted of alcohol or drug related traffic offenses to reimburse the city for the costs associated with their arrest. These costs shall include the reasonable cost of making the arrest, including the cost of any chemical test made to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking, and holding the person in custody. The charge rate shown reflects the basic schedule of arrests costs. The reimbursement cost of a specific arrest may be set higher or lower depending on the actual costs incurred and the consideration involved. The revenue generated depends on the actual arrest costs.

ORDINANCE VIOLATION CHARGES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					Comments
Department	Fee Category	Service Description	Current Fee	City Cost	Cost Recovery	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	New Cost Recovery	Projected Revenue	Change in Revenue	
Public Works	Tree Abatement	Investigation and Processing Charge	\$ 228	\$ 230	99%	0	\$ -	\$ 230	1.0%	100%	\$ -	\$ -	City Code provides for the recovery of costs incurred by the City to abate property of trees creating hazards to public ways when the property owner fails to respond to proper notice of the violation.
		Abatement Charge	\$ 349	\$ 349	100%	0	\$ -	\$ 349	0.0%	100%	\$ -	\$ -	
Public Works	Tree Abatement	Each Hour or portion thereof by City Crew or Contractor Charge (City Contract)	Contract	Contract	100%	0	N/A	Contract	Contract	100%	N/A	N/A	Investigation and Processing Charge recovers the administrative costs to investigate and process a Tree Abatement. Abatement Charge establishes the charge for each hour or portion thereof for the City to physically abate the conditions contained in the Tree Abatement notice, including drive time, setup time, and cleanup time. The property owner is also responsible for the charge of landfill fees for eliminating the debris. Alternatively, the City may choose to abate the nuisance through an outside contract. The contract costs to the City will be charged to the property owner.

Enterprise Fund Fees

Fees in this section are determined differently than the other fees in this study. These fees are established to recover operating costs as well as recover long-term capital investment. They are being included in this document to ensure annual review. These charges relate to Sanitary Landfill and Clean Water Services.

ENTERPRISE FUND FEES

			Current Status Based on FY 18-19 Data			Proposed Fees for FY 20-21				Comments
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	
Environmental Services	Clean Water Services	Fats, Oils, and Grease (FOG)	\$ 125	1,082	\$ 135,250	\$ 135	8.0%	\$ 146,070	\$ 10,820	As a result of the new EPA/MDNR mandates, all Food Service Establishments (FSEs) must be permitted and inspected regularly to ensure proper FOG removal devices are in place and maintained properly.
		Industrial Pretreatment Fees (IPP): Categorical Industrial User (CIU)	\$ 3,427	23	\$ 78,821	\$ 3,601	5.1%	\$ 82,823	\$ 4,002	Any industrial user subject to a regulation containing pollutant discharge limits promulgated by the USEPA in accordance with section 307(b) and © of the act, which applies to industrial users. Includes prohibitive discharge limits established pursuant to section 403.5 of the act, categorical pretreatment standards, restricted discharges and local limits.
		Categorical Industrial User - No Discharge (CIU-ND)	\$ 2,131	6	\$ 12,786	\$ 1,533	-28.1%	\$ 9,198	\$ (3,588)	Any industrial user subject to a regulation containing pollutant discharge limits promulgated by the USEPA in accordance with section 307(b) and (c) of the act, which applies to industrial users. Includes prohibitive discharge limits established pursuant to section 403.5 of the act, categorical pretreatment standards, restricted discharges and local limits. Must be permitted and monitored as a no-discharge facility to ensure they do not discharge wastewaters to the Publicly Owned Treatment Works; either by evaporation, off-site treatment, or other means of wastewater disposal.

ENTERPRISE FUND FEES

			Current Status Based on FY 18-19 Data			Proposed Fees for FY 20-21				Comments
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	
Environmental Services	Clean Water Services	Significant Industrial User (SIU)	\$ 5,327	11	\$ 58,597	\$ 5,017	-5.8%	\$ 55,187	\$ (3,410)	Industrial user that discharges an average of 25,000 gdp or more of process wastewater to the POTW, contributes a process waste stream which makes up five percent more of the average dry weather hydraulic or organic capacity of the POTW treatment plant, is designated as such by the POTW on the basis that it has reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.
		Industrial User (IU)	\$ 761	25	\$ 19,025	\$ 736	-3.3%	\$ 18,400	\$ (625)	Any nonresidential user identified in division A, B, D, E, or I of the Standard Industrial Classification Manual or any user which discharges wastewater containing toxic or poisonous substances or any substance which cause interference or pass through in the POTW.
		Surcharge-Industrial User-High Strength With Excess BOD/TSS	\$ 1,122	21	\$ 23,562	\$ 876	-21.9%	\$ 18,396	\$ (5,166)	Some industrial customers have wastewater that is made up of higher concentrations of pollutants that increase the City's cost for treatment. As a result, these customers pay a surcharge for wastewater treatment. Currently, the surcharge is applied to two pollutants; Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS). BOD is regulated because of low levels of oxygen in the water causes fish kills and other aquatic life impacts. TSS is regulated because the solids in water block sunlight and make photosynthesis more difficult so plant food sources don't grow for fish and aquatic life.
		Testing Charges	*		\$ 89,744	*		\$ 94,985	\$ 5,241	*Testing charges vary by industry due to number and type of parameter analyses required, pricing based on local private laboratory charges.

ENTERPRISE FUND FEES

			Current Status Based on FY 18-19 Data			Proposed Fees for FY 20-21				Comments
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	
Environmental Services	Sanitary Landfill	One Yard of Wood Mulch	\$ 7.00	4,899	\$ 34,293	\$ 7.00	0.0%	\$ 34,293	\$ -	An unscreened landscaping mulch of ground, woody materials for use on flower beds, shrubs, trees, and pathways.
		One Yard of Fine Wood Mulch	\$ 16.00	1,004	\$ 16,064	\$ 16.00	0.0%	\$ 16,064	\$ -	A fine textured landscaping mulch of ground, woody materials for use on flower beds, shrubs, trees and pathways.
		One Yard of Finished Compost	\$ 24.00	3,616	\$ 86,784	\$ 24.00	0.0%	\$ 86,784	\$ -	A high quality compost of yard and garden organic materials.
		Brush Lot Fee Car/SUV/Pickup or Trailer <8'	\$ 8.00	15,638	\$ 125,104	\$ 8.00	0.0%	\$ 125,104	\$ -	Gate fee for brush disposal at Yardwaste Recycling Center.
		Brush Lot Fee Trailer 8'-12'	\$ 15.00	2,712	\$ 40,680	\$ 15.00	0.0%	\$ 40,680	\$ -	
		Brush Lot Fee Trailer 12'-16'	\$ 20.00	1,559	\$ 31,180	\$ 20.00	0.0%	\$ 31,180	\$ -	
		Brush Lot Fee Trailer Dump Truck	\$ 30.00	13	\$ 390	\$ 30.00	0.0%	\$ 390	\$ -	
		Brush Lot Fee Large Volume \$/cubic yard	\$ 5.00	62	\$ 310	\$ 5.00	0.0%	\$ 310	\$ -	
		One Bag Mopost	\$ 4.00	3,301	\$ 13,204	\$ 4.00	0.0%	\$ 13,204	\$ -	Fee for bagged compost and mulch products and sold at City recycling sites.
		One Bag Momulch	\$ 3.00	3,184	\$ 9,552	\$ 3.00	0.0%	\$ 9,552	\$ -	
		YRC Delivery Fee (10 Mile Radius)	\$ 40.00	-	\$ -	\$ 40.00	0.0%	\$ -	\$ -	Fee for delivery of bulk mulch or compost and mulch products produced and sold at City recycling sites.
		YRC Delivery Fee (Per Mile 10-20 Miles)	\$ 2.00	-	\$ -	\$ 2.00	0.0%	\$ -	\$ -	
		Tipping Fees	\$ 32.18	257,374	\$ 8,282,295	\$ 32.18	0.0%	\$ 8,282,295	\$ -	Minimum fee for disposal of Municipal Solid Waste, Construction & Demolition Waste, and Other Special Waste accepted by prior approval.

City Code Section Reference Guide

City Code Section Reference Guide

Page #	Description	Code Section	Code Section Title	Department
14	Commercial Building Permits	36-146	Fees	BDS
15	Residential Permits	36-146	Fees	BDS
15	Sign Permit	36-334	Fees	BDS
15	Asbestos Inspection Fee	2-425	Fees	Environmental Services
15	Open Burning Permit	6-284	Permit for burning of certain materials	Environmental Services
16	Land Disturbance Permit	96-55	Permit application and fees	Environmental Services
16	Trash Truck Inspection	2-425	Fees for City services; license and inspection fees	Environmental Services
16	Blasting Permit	54-33	Fees	Fire
16-17	Fireworks Permit	54-33	Fees	Fire
17	Tent Permit	54-33	Fees	Fire
18	Planned Development	36-334	Fees	Planning & Development
18	Conditional Use Permit	36-334	Fees	Planning & Development
18	Change in Zoning	36-334	Fees	Planning & Development
18	Vacations (street or alley)	98-158	Fees	Planning & Development
18	Relinquishment of Easement	98-158	Fees	Planning & Development
19	Master Sign Plan	36-334	Fees	Planning & Development
19	Street Name Change	2-425	Fees for City services; license and inspection fees	Planning & Development
19	Platting	36-273	Processing fees	Planning & Development
20	Subdivision Variance with Prelim Plat	36-273	Processing fees	Planning & Development
20	Subdivision Variance	36-273	Processing fees	Planning & Development
20	Request to Extend Security Agreement	36-273	Processing fees	Planning & Development
20	Lot Line Adjustment/Combination	36-273	Processing fees	Planning & Development
21	Administrative Tract Certification	36-273	Processing fees	Planning & Development
21	Administrative Re-plat or condo	36-273	Processing fees.	Planning & Development
21	Board of Adjustment	36-334	Fees	Planning & Development
21	Annexation	2-425	Fees	Planning & Development
21	Zoning Certificate	36-334	Fees	Planning & Development
22	Short Term Rental Type 2	36-473	Fees	Planning & Development
22	Farmers Market	36-334	Fees	Public Health

City Code Section Reference Guide

Page #	Description	Code Section	Code Section Title	Department
22	New Construction/Remodel Inspection Fee	58-53	Permit required; fees, suspension or revocation	Public Health
23	Food Permit	58-53	Permit required; fees, suspension or revocation	Public Health
24	Swimming Pool Inspection Fee	58-343	Water quality standards	Public Health
24	Driveway Permit	98-115	Issuance of permit; fee	Public Works
24	Sidewalk Permit	2-425(b)	Fees	Public Works
24-25	Right of Way Excavation Permit or Inspection	98-45	Fees	Public Works
25	Public Improvement Fee	98-12	Private construction of streets and other public improvements.	Public Works/ Environmental Services
26	Encroachment Permit - Administrative	98-323	Application and Permit Required	Public Works
26	Encroachment Permit - Council Action	98-322.1	Encroachment license pursuant to special ordinance	Public Works
26	Taxicab and Wrecker Inspection	118-126	Vehicle Inspection Fee	Public Works
28	After-Hours Establishment Investigation	70-353	Registration, license, and fees required.	Finance - Licensing
28	Tanning Location Security & Background Fee	70-595	Investigation Fee	Finance - Licensing
28	Escort Service License Application Fee	70-324	Investigation Fee	Finance - Licensing
28	Letters of Approval for Catering	(RSMo 311.20 and 311.485)	NA	Finance - Licensing
28	Liquor License Location Investigation	10-37	Premises near schools, parks or churches	Finance - Licensing
31	Art Museum Event Rental	2-425	Fees	Art Museum
31	Fire Station Room Rental	2-425	Fees	Fire
31	Fire Training Programs	2-425	Fees	Fire
32	Staff and Equip Rates for Event Activities	54-33.5	Cost recovery for Fire Dept activities	Fire
33	Staff and Equip Rates for Hazardous Substance Release	54-33.5	Cost recovery for Fire Dept activities	Fire
34	Access to Conviction Records	2-423	Municipal Court records	Municipal Court
34	Chapter 99 Redevelopment Plan/Blight Report	40-35	Redevelopment proposals	Planning & Development
35	Chapter 353	40-35	Redevelopment proposals	Planning & Development
35	Accident/ Incident Report	2-424	Police & Fire Dept. records	Police
35	Police Firing Range	2-425	Fees	Police
35	Animal Turn-in	2-425	Fees	Public Health
36	Hepatitis Testing	2-425	Fees	Public Health
36	Tuberculosis Testing	2-425	Fees	Public Health
36-37	Vaccine Administration Fee	58-211	Center for immunization services	Public Health

City Code Section Reference Guide

Page #	Description	Code Section	Code Section Title	Department
37	Studio Rental	2-425	Fees	Public Information Office
37	Escrow Fee	98-14	Assurance for completion of improvements	Public Works
37-38	Hazelwood Burial Services	30-33	Fees and charges generally	Public Works
38	Street Sweeping or Flushing	2-425	Fees	Public Works
39-40	Street Repair	98-51	Payment of charges for final repair	Public Works
40-42	Regulatory/ Roadway Signs	2-425	Fees	Public Works
45	Weed Investigation and Abatement	74-406	Charges for abatement by city	BDS
45	Nuisance Investigation and Abatement	74-406	Charges for abatement by city	BDS
45	Animal Impoundment	18-3	Impoundment fees	Public Health
45	DWI Arrest	42-41	Court costs	Police
46	Tree Abatement	114-31	Trees on private property creating hazard to public ways	Public Works
48	Fats, Oils, Grease	2-425	Fees for City services; license and inspection fees	Clean Water Services
48-49	Industrial Pretreatment Fees	120-5	Fees and charges	Clean Water Services

COMMERCIAL CONSTRUCTION

NEW BUILDINGS AND ADDITIONS:

To calculate the building permit fee you will need the following minimum information:

*Use Group

*Construction Type

Gross Floor Area of Building or Addition (square footage)

Gross Area Modifier = **85**

(*Type of Construction Factor will be from a matrix of numbers based on Use Group and Construction Type as established by the [2009 IBC FEE CALCULATION DATA](#), and as amended by adoption of this Fee Ordinance. Copies are available from Building Development Services.)

Gross area (Sq Ft) of the building or addition x Gross area Modifier (**85**) x Type of Construction Factor = **Construction Factor** used to calculate the building permit fee.

1 st 50,000 of Construction Factor x .005	= Permit Fee	A	+
2 nd 50,000 of Construction Factor x .004	= Permit Fee	B	+
3 rd 50,000 of Construction Factor x .003	= Permit Fee	C	+
Remaining amount x .0015	= Permit Fee	D	
Total of A + B + C + D		= Building Permit Fee (minimum of \$164.00 , whichever is greater)	

INFILLS AND RENOVATIONS:

The **Construction Factor** will be calculated in the same manner as a New Building or Addition, except the Type of Construction Factor is **.30** and then the above formula will be used to calculate the Building Permit Fee.

Gross area (Square Feet) involved in the renovation only x Gross area Modifier (**85**) x **.30** = **Construction Factor** used to calculate the building permit fee.

COMMERCIAL SHELL BUILDINGS:

A "Shell Building" with no defined tenant infill spaces, has been added as a sub-category to the "Business" Use Group, and the "Type of Construction Factor" has been established similar to an S-1, Storage, Moderate Hazard Use. This will reduce the permit fee for the Shell Building to a more comparable complexity of construction.

ASSOCIATED FEES:**(PLEASE NOTE PLAN REVIEW AND TECHNOLOGY FEES ARE NON-REFUNDABLE)****COMMERCIAL PLAN REVIEW FEE**

75% of Building Permit Fee, or minimum of **\$413.00** for Projects which Require Review by Multiple City Departments. Minimum **\$229.00** for Projects which require review by BDS and City Utilities only.
No Plan Review Fee shall be required for work that is minor in nature in accordance with Section 36.1234.

COMMERCIAL PROVISIONAL (PHASE APPROVAL) PERMIT FEE

30% of the calculated Building Permit Fee or minimum of **\$164.00** whichever is greater. This fee is charged in addition to the normal permit fee.

POST-PERMIT FEES (CHANGE ORDERS, ADDENDA, REVISIONS, ETC) FOR EACH OCCURENCE

New Construction, Additions, Infills or Remodels	PLAN REVIEW FEE	\$50.00
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TECHNOLOGY FEE

17% of the calculated Building Permit Fee, or minimum of **\$50.00**, whichever is greater.
(Not applicable if Plan Review is not Applicable).

CERTIFICATE OF OCCUPANCY FOR CHANGE OF USE PERMIT FEE	\$ 30.00
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CERTIFICATE OF OCCUPANCY FOR CHANGE OF OWNERSHIP/TENANT, APPLICABLE TO "A" USE GROUPS	
PERMIT FEE	\$ 30.00

PENALTY FEE FOR STRUCTURE OCCUPIED PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY	\$250.00
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CERTIFICATE OF APPROPRIATENESS (FOR WORK AS DESCRIBED, NOT REQUIRING A BUILDING PERMIT) \$ 25.00
(If the scope of work requires a Building Permit, this special permit fee will not be required)

STORMWATER DETENTION PERMIT FEE	\$164.00
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COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES ASSOCIATED WITH A BUILDING PERMIT:

40% of the Building Permit Fee, or minimum of **\$164.00** whichever is greater.

COMMERCIAL GAS PERMIT FEE	\$164.00
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COMMERCIAL AIR TEST ONLY PERMIT FEE	\$164.00
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COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES WHICH ARE NOT ASSOCIATED WITH A BUILDING PERMIT:

PERMIT FEE	\$164.00
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MECHANICAL REFRIGERATION (COOLER) PERMIT FEE	\$ 25.00
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COMMERCIAL EXHAUST HOOD PERMIT FEE	\$ 25.00
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COMMERCIAL FIRE SPRINKLER SYSTEM WHEN CALCS ARE REQUIRED BY NFPA 13/13R OR DESIGNER OF RECORD:

NEW OVERHEAD FIRE SPRINKLER SYSTEM FIS PERMIT FEE	\$164.00
MODIFICATIONS TO EXISTING OVERHEAD SYSTEM PERMIT FEE	\$164.00
PLAN REVIEW FEE	\$229.00 (Applicable to Overhead only)
TECHNOLOGY FEE	\$ 50.00 (Applicable to Overhead FIS not associated with Building Permit)
NEW UNDERGROUND SYSTEM FIS PERMIT FEE	\$164.00

COMMERCIAL FIRE SPRINKLER ALTERATIONS/MODIFICATIONS WHEN NO CALCS ARE REQUIRED BY NFPA 13/13R OR DESIGNER OF RECORD. (No Plan Review or Technology Fee will be applied)

MODIFICATIONS TO EXISTING OVERHEAD SYSTEM PERMIT FEE	\$ 25.00
HOOD SUPPRESSION FIS PERMIT FEE	\$ 25.00

COMMERCIAL SIGNS:

PERMIT FEE (DETACHED)	\$218.00 (New installation or alteration of any kind)
PLAN REVIEW FEE (DETACHED)	\$100.00
TECHNOLOGY FEE (DETACHED)	\$ 37.00
PERMIT FEE (WALL)	\$ 75.00
PLAN REVIEW FEE (WALL)	\$ 50.00
TECHNOLOGY FEE (WALL)	\$ 13.00
TEMPORARY SIGN/BANNER PERMIT FEE	\$ 25.00/per 30 day period displayed

COMMUNICATION TOWERS: (Including Antenna upgrades and/or collocates)

PERMIT FEE	\$164.00
PLAN REVIEW FEE	\$229.00
TECHNOLOGY FEE	\$ 50.00

COMMERCIAL FLOODPLAIN DEVELOPMENT:

PERMIT FEE	\$164.00
PLAN REVIEW FEE	\$ 75.00
TECHNOLOGY FEE	\$ 50.00

Technology Fee will not be applied if Floodplain Permit is associated with a Building Permit.

COMMERCIAL PARKING LOT AS STAND ALONE FACILITIES:

PERMIT FEE	\$164.00
PLAN REVIEW FEE	\$229.00
TECHNOLOGY FEE	\$ 50.00

COMMERCIAL WRECKING PERMIT FEE	\$164.00
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COMMERCIAL BOARDED UP BUILDING PERMIT FEE **\$200.00/per 180 days**

COMMERCIAL FENCE PERMIT FEE

Fence 6 ft or less in height (Site Plan Review only)	NO COST PERMIT REQUIRED
Fence greater than 6 ft in height (Site and Structural Review)	\$ 50.00

VENDOR SITE PERMIT FEE **\$164.00**

MISCELLANEOUS FEES

COMMERCIAL RE-SUBMITTAL PLAN REVIEW FEE (Prior to Permit issuance)

\$250.00 for 4th submittal. \$500.00 for 5th and each submittal thereafter. If the Re-Submittal of the design documents is due solely to an error or omission by the City no additional fee or penalty will be assessed.

The Penalty Fee for failure to submit Change Orders/Field Directives for review PRIOR to work performed after permit issuance: **\$250.00 for the 1st infraction, \$500.00 for each infraction thereafter.** This penalty fee covers those instances in which changes in the design are made in the field prior to Plan Revisions being submitted to the Department of Building Development Services. This penalty fee is not applicable to aesthetic changes.

RE-INSPECTION FEES:

After the 1 st Re-Inspection	\$100.00
After the 2 nd and 3 rd Re-Inspection	\$200.00 /each
After 4 th Re-inspection and each additional Re-Inspection	\$500.00/each

Re-Inspections are defined as:

- 1 – Work not ready for requested inspection, i.e: work not installed or constructed when Inspector arrives on site.
- 2 – Re-Inspecting previously inspected work that has not been corrected.
- 3 – Jobsite not accessible after 2nd attempt when contractor has control of access.
- 4 – Failure to have a set of Approved Plans and Specs on site: 1st time = warning; 2nd time and all future times, Re-Inspection Fee will be assessed.
- 5- Calling for Inspection when work has been done but not in substantial conformance with the adopted codes or approved plans. This penalty fee covers those instances in which changes in the design are made in the field prior to plan revisions being submitted to the Department of Building Development Services. This penalty fee is applicable to aesthetic changes.

AFTER HOURS OR OVERTIME INSPECTION FEES: **\$ 45.00 per hour (minimum 2 hours)**

PENALTY FEE FOR WORK DONE WITHOUT A PERMIT:

The required **Permit Fee x 2 + \$200.00**. This penalty fee does not apply to emergency work performed when City Offices are closed. Contractor must obtain applicable permit next open business day after the work is performed.

BUILDING OR WRECKING PERMIT REQUIRED BY DANGEROUS BUILDING PROCEEDINGS AND AFTER THE ISSUANCE OF A LEGAL NOTICE OF VIOLATION: Required BLD or WRK Permit fee x 2

PERMITS REQUIRED BY ZONING ORDINANCE:

Unless specifically identified elsewhere in this Schedule, all Permits, Plan Reviews, Site Plan Reviews or Approvals provided by the Department of Building Development Services as listed in Chapter 36, Article III, known as the Land Development Code in Article I, the Zoning Ordinance, shall be assessed a fee equal to the minimum Building Permit Fee and/or minimum Plan Review Fee.

REUNDS: Permit fees for Projects that are abandoned before being started or inspected shall be refunded, less a **\$25.00** Processing Fee, provided the request is made within 180 days of the date of issuance of the permit. If in the opinion of the Director of Building Development Services, a situation develops that would warrant a refund beyond these limits, the Director shall be authorized to refund up to 90% of any fee listed in this Schedule of Fees.

BUILDING DEVELOPMENT SERVICES
CITY OF SPRINGFIELD
(Effective 07/01/2020)

NEW RESIDENTIAL BUILDINGS AND ADDITIONS:

To calculate the building permit fee you will need the following minimum information:

*Type of Construction Factor = **1.02 multiplied by 0.38**

Finished Living Area Square Footage (excludes garage and unfinished basement)

Use Group = **R-3 and IRC 2012**

(*Type of Construction Factor will be from a matrix of numbers based on Use Group and Construction Type as established by the JULY 2009 IBC FEE CALCULATION DATA, and as amended by adoption of this Fee Ordinance. A copy is available from Building Development Services.)

Finished Living Area Square Footage x Gross Area Modifier (**85**) x Type of Construction Factor (**1.02 x 0.38**) =
Construction Factor used to calculate Building Permit Fee:

1 st 50,000 of Construction Factor x 0.004	= Permit Fee	A	+
2 nd 50,000 of Construction Factor x 0.003	= Permit Fee	B	+
3 rd 50,000 of Construction Factor x 0.002	= Permit Fee	C	+
Remaining amount x .001	= Permit Fee	D	
Total of A + B + C + D = Building Permit Fee			
(minimum of \$116.00 , whichever is greater)			

RESIDENTIAL GARAGE ADDITION (ATTACHED OR DETACHED), HOME ADDITION OR ACCESSORY STRUCTURE PERMIT FEE:

Square Feet x (**85**) x (**1.02**) x (**0.38**) = **Construction Factor** used to calculate Building Permit Fee.

RESIDENTIAL MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEE

40% of the Building Permit Fee, or minimum of **\$ 87.00**, whichever is greater

RESIDENTIAL GAS PERMIT FEE	\$ 87.00
RESIDENTIAL AIR TEST ONLY GAS PERMIT FEE	\$ 37.00

RESIDENTIAL MECHANICAL, ELECTRICAL, AND PLUMBING PERMIT FEES <u>WHICH ARE NOT</u> ASSOCIATED WITH A BUILDING PERMIT	\$ 87.00
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RESIDENTIAL MECHANICAL FURNACE AND / OR AIR CONDITIONER CHANGE OUTS:	\$ 37.00
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RESIDENTIAL PLUMBING WATER HEATER CHANGE OUTS:	\$ 37.00
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(Change outs are like for like replacements only, unless specifically approved by the Director of Building Development Services)

RESIDENTIAL ELECTRICAL SERVICE REPAIRS PERMIT FEE:	\$ 37.00
CERTIFICATE OF APPROPRIATENESS (FOR WORK AS DESCRIBED, NOT REQUIRING A BUILDING PERMIT) (If the scope of work requires a Building Permit, this Special Permit Fee will not be required) \$ 25.00	
RESIDENTIAL LAWN SPRINKLER SYSTEM, BACKFLOW PREVENTER INSTALLATION PLUMBING PERMIT FEE	\$ 87.00
WRECKING PERMIT FEE	\$116.00
BOARDED UP BUILDING PERMIT FEE	\$200.00/per 180 days (6 months)
FENCE PERMIT FEE	
Fence 6 ft or less in height (Site Plan Review only)	NO COST PERMIT
Fence greater than 6 ft in height (Site and Structural Review Required)	\$ 50.00
SWIMMING POOL PERMIT FEE (Site Plan Approval and Signed Agreement Required)	\$116.00
FAMILY HOME DAY CARE INSPECTION PERMIT FEE:	\$116.00
RESIDENTIAL WHEEL CHAIR RAMP PERMIT FEE (Site Plan and Elevation Slope Approval Required)	NO COST PERMIT
RESIDENTIAL HOUSE MOVING PERMIT FEE	\$116.00
RESIDENTIAL FOUNDATION / REPAIR FOR MOVED STRUCTURE PERMIT FEE	\$116.00
<u>MISCELLANEOUS FEES</u>	

RE-INSPECTION FEES:

After the 1 st Re-Inspection	\$100.00
After the 2 nd and 3 rd Re-Inspection	\$200.00 /each
After 4 th Re-inspection and each additional Re-Inspection	\$500.00/each

Re-Inspections are defined as:

- 1 – Work not ready for requested inspection, i.e: work not installed or constructed when Inspector arrives on site
- 2 – Re-Inspecting previously inspected work that has not been corrected
- 3 – Jobsite not accessible after 2nd attempt when contractor has control of access
- 4 – Failure to have a set of Approved Plans and Specs on site: 1st time = warning; 2nd time and all future times, Re-Inspection Fee will be assessed.

Penalty for calling for inspection when work has been done but not in substantial conformance with the Adopted Codes or approved plans **\$250.00 for 1st time** per Project, **\$500.00 for each inspection thereafter.**

AFTER HOURS OR OVERTIME INSPECTION FEES:	\$45.00 per hour (minimum 2 hours)
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PENALTY FEE FOR WORK DONE WITHOUT A PERMIT:

The required Permit Fee x 2 + \$200.00. This penalty fee does not apply to emergency work performed when City Offices are closed. Contractor must obtain applicable permit next open business day after the work is performed.

BUILDING OR WRECKING PERMIT REQUIRED BY DANGEROUS BUILDING PROCEEDINGS AND AFTER THE ISSUANCE OF A LEGAL NOTICE OF VIOLATION: Required BLD or WRK Permit fee x 2

PERMITS REQUIRED BY ZONING ORDINANCE:

Unless specifically identified elsewhere in this Schedule, all Permits, Plan Reviews, Site Plan Reviews or Approvals provided by the Department of Building Development Services as listed in Chapter 36, Article III, known as the Land Development Code in Article I, the Zoning Ordinance, shall be assessed a fee equal to the minimum Building Permit Fee or minimum Plan Review Fee.

REFUNDS: Permit fees for Projects that are abandoned before being started or inspected shall be refunded, less a **\$25.00** Processing Fee, provided the request is made within 180 days of the date of issuance of the permit. If in the opinion of the Director of Building Development Services, a situation develops that would warrant a refund beyond these limits, the Director shall be authorized to refund up to 90% of any fee listed in this Schedule of Fees.

One-rdg. _____
P. Hrngs. _____
Pgs. 154
Filed: 01-21-20

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 021

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2020, in a principal amount not to exceed \$19,000,000, for the purpose of providing funds to pay costs related to improvements to the city's stormwater system and certain fire stations and public works buildings; amending the Fiscal Year 2019-2020 budget of the City in the amount of \$19,000,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

WHEREAS, the City of Springfield, Missouri (the "City"), is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City's charter; and

WHEREAS, pursuant to an approving vote of the electors of the City at a special election held on November 7, 2017, the City is authorized to use funds from the property tax levy approved at such election for municipal purposes; and

WHEREAS, the City desires to issue Special Obligation Improvement Bonds, Series 2020 (the "Bonds"), in a principal amount not to exceed \$19,000,000, to (1) finance improvements to the City's stormwater system and certain fire stations and public works buildings (the "Project"); (2) fund any required debt service reserve fund for the Bonds; and (3) provide for payment of costs of issuance of the Bonds; and

WHEREAS, the City is authorized under the City's charter and the Constitution of the State of Missouri, to issue and sell special obligation bonds for the purpose of paying all or a part of the cost of financing the Project, with the principal of and interest on such special obligation bonds being payable by the City only upon appropriation of moneys therefore by City Council; and

WHEREAS, the City presently intends to satisfy its obligation to make debt service payments on the Bonds, the proceeds of which are used to finance the Project, from

amounts annually appropriated by City Council from balances in the City's level property tax fund; and

WHEREAS, the Bonds shall not constitute a general obligation of the City, nor shall the Bonds constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction, and the taxing power of the City will not be pledged to the payment of the principal of or interest on the Bonds; and

WHEREAS, the amendment to the budget for the City for the Fiscal Year 2019-2020 related to the issuance of the Bonds has been recommended and approved by the City Manager.

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

Section 1 – Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued one series of special obligation bonds designated as follows: Special Obligation Improvement Bonds, Series 2020 (the "Bonds") (with such additional appropriate series identifier as the officers of the City deem necessary), in a principal amount not to exceed \$19,000,000, for the purpose of paying all or part of the costs of financing the Project, funding any required debt service reserve fund for the Bonds, and paying costs related to the issuance of the Bonds.

Section 2 – Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, in denominations of \$5,000, or any integral multiple thereof. The Bonds shall be substantially in the form set forth in the Indenture (described below), and shall be subject to registration, transfer and exchange as provided in the Indenture. The Bonds shall be dated as of their date of issuance, shall bear interest at fixed interest rates not to exceed 5.00 percent per annum with a true interest cost not exceeding 3.25 percent per annum (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest payment date for the Bonds to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2020. The Bonds shall have such other terms to be determined in the manner described in the following paragraph.

City Council does hereby establish a Final Terms Committee for the Bonds (the "Committee") to consist of two members, being the Mayor and the Director of Finance, which Committee acting unanimously is hereby authorized for and on behalf of the City to establish for the Bonds (a) the principal amount of the Bonds, which shall not exceed \$19,000,000; (b) the principal maturity dates of the Bonds and the principal amount thereof maturing on such dates, with a final maturity not later than the year 2040; (c) the purchase price for the Bonds shall not be less than 95 percent of the principal amount thereof; (d) the weighted average maturity of the Bonds shall not be less than 9.5 years nor more than 13.5 years; (e) the dates on which the Bonds are to be redeemed pursuant to the optional and any mandatory redemption provisions of the Indenture, as applicable, and the principal amount thereof to be redeemed on such dates; (f) the interest rates to be borne by the Bonds, at fixed interest rates not to exceed 5.00 percent per annum with a true interest cost not exceeding 3.25 percent per annum; and (g) an underwriter's discount not to exceed

0.90 percent of the principal amount of the Bonds, all to be established consistent with the following: On any date selected by the Committee, the Committee shall determine the lowest and best interest rates and the most appropriate maturities, redemption terms, and final principal amount and purchase price (including any discount or premium) which, in the unanimous best judgment of the Committee at that time, would produce the best bid for the Bonds in the then bond market for the Bonds. The determination of the Committee and the final terms of the Bonds shall be set forth in the Indenture and the Bond Purchase Agreement (herein defined) upon the execution thereof.

Section 3 – Authorization of Documents. The City is hereby authorized to enter into the following documents (the “City Documents”), in substantially the forms presented to and approved by the City Council of the City at this meeting (copies of which documents are attached hereto), with such changes therein as shall be approved by the officers of the City executing such documents:

- (a) Trust Indenture (the “Indenture”) between the City and BOKF, N.A., as Trustee (the “Trustee”), pursuant to which the Bonds shall be issued, in substantially the form attached hereto and incorporated herein by this reference as “Exhibit A;”
- (b) Official Statement (the “Official Statement”) setting forth information relating to the City and the Bonds (in the form of a Preliminary Official Statement which is herein approved in substantially the form attached hereto and incorporated herein by this reference as “Exhibit B”);
- (c) Tax Compliance Agreement between the City and the Trustee entered into in order to set forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Bonds, to establish and maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate provisions of Code § 148(f) as set forth in the Tax Compliance Agreement, in substantially the form attached hereto and incorporated herein by this reference as “Exhibit C;”
- (d) Continuing Disclosure Agreement between the City and the Trustee, as Dissemination Agent, under which the City agrees to provide continuing disclosure of certain financial information, operating data and material events, for the benefit of the owners of the Bonds and to assist Stifel, Nicolaus & Company, Incorporated (the “Purchaser”) in complying with Rule 15c2-12 of the Securities and Exchange Commission, in substantially the form attached hereto and incorporated herein by this reference as “Exhibit D;” and
- (e) Bond Purchase Agreement (the “Bond Purchase Agreement”) under which the City agrees to sell the Bonds to the Purchaser at the purchase price and upon the terms and conditions set forth therein, in substantially the form attached hereto and incorporated herein by this reference as “Exhibit E.”

Section 4 – Preliminary and Final Official Statement. The Preliminary Official Statement, in substantially the form attached hereto as “Exhibit B,” is hereby ratified and

approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The City Manager is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5 – Security for the Bonds.

- (a) *Security for the Bonds.* The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the debt service fund, as established under the Indenture. The covenants and agreements of the City contained herein, in the Indenture and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal of and the interest on the Bonds, or otherwise, except as to the rate of interest and stated maturity for each Bond as provided in the Indenture.
- (b) *Nature of Obligations.* The obligation of the City to make payments into the debt service fund, and any other obligations of the City to make payments under this Ordinance and the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years. Subject to the

preceding sentence, the obligations of the City to make payments hereunder and under the Indenture and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

Section 6 – Covenant to Request Appropriations. City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to Section 5 hereof, the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (i) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds in the next succeeding fiscal year of the City, and (ii) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding fiscal year of the City.

Section 7 – Execution of Documents. The City is hereby authorized to enter into and the Mayor, City Manager, Director of Finance and City Clerk are hereby authorized and directed to execute and deliver, for and on behalf of and as the act and deed of the City, the City Documents and the Bonds and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8 – Severability. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 9 – Further Authority. The officers of the City, including the Mayor, the City Manager, the Director of Finance, the City Attorney, and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 10 – Approval of Budget Adjustment. City Council hereby amends the budget for the Fiscal Year 2019-2020 of the City in the accounts and in the amounts as shown on Budget Adjustment 030, a copy of which is attached hereto and incorporated herein by reference as “Exhibit F.”

Section 11 – Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 12 – Emergency Measure; Effective Date. City Council finds and declares that this Ordinance constitutes an emergency because it pertains to the immediate payment

of current expenses of the city government. Therefore, this Ordinance shall take effect and be in full force and effect immediately after its passage by City Council.

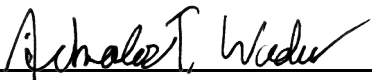
Section 13 – Electronic Storage of Documents. The City agrees that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic 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.

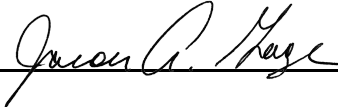
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: , Assistant City Attorney

Approved for Council Action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-021

FILED: 01/21/20

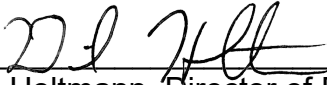
ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing and directing the issuance, sale and delivery by the City of Springfield, Missouri, of Special Obligation Improvement Bonds, Series 2020, in a principal amount not to exceed \$19,000,000, for the purpose of providing funds to pay costs related to improvements to the city's stormwater system and certain fire stations and public works buildings; amending the Fiscal Year 2019-2020 budget of the City in the amount of \$19,000,000; authorizing and approving certain documents in connection with the issuance of the Bonds; authorizing certain other documents and actions in connection therewith; and declaring an emergency.

BACKGROUND INFORMATION: Voters approved the level property tax on November 7, 2017, allowing the City to use funds from the property tax levy for municipal purposes. The City is authorized and intends to issue special obligation bonds payable by the City only with annual appropriations approved by City Council. The City's intent is to make its debt service payments from amounts annually appropriated by the City Council from balances in the level property tax fund. The proposed bond issue will fund stormwater improvements, fire station projects, and public works buildings identified during the 2017 level property tax campaign.

This Ordinance is presented as an emergency under Section 2.12(3) of the City Code of Springfield as it relates to the payment of expenses of City government. Council is not expected to vote on this Ordinance immediately after the first reading. The Ordinance is presented as an emergency bill to allow changes to the Ordinance, such as modifications to the bond terms and updated financial information after the first reading and prior to final approval by City Council.

Recommended by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager

Exhibit A

Gilmore & Bell, P.C.

January 10, 2020

\\dcfs\Data\wpdata\TES\, Springfield MO - Spec Ob Imp Bonds, Series 2020 (600634.20095)\Indenture v4.doc

TRUST INDENTURE

Dated as of February 1, 2020

Between

CITY OF SPRINGFIELD, MISSOURI

and

**BOKF, N.A.,
as Trustee**

**\$(Principal Amount)
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2020**

600634.20095

TRUST INDENTURE

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Schedule 1 - Project
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* * *

TRUST INDENTURE

THIS TRUST INDENTURE (the “Indenture”), made and entered into as of February 1, 2020, by and between the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the “City”), and **BOKF, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States, and having a corporate trust office located in Kansas City, Missouri, as trustee (the “Trustee”);

RECITALS:

1. The City is a constitutional home rule charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri and the City’s Charter.

2. The City has determined that it is in the best interests of the City to issue \$[Principal Amount] aggregate principal amount of its Special Obligation Improvement Bonds, Series 2020 (the “Bonds”) to (a) finance improvements to the City’s stormwater system and certain fire stations and public works buildings, all as more fully described in **Schedule 1** hereto (the “Project”), and (b) provide for payment of costs of issuance of the Bonds.

3. On February 10, 2020, the City Council passed Special Ordinance No. ____ (the “Bond Ordinance”), authorizing the issuance of the Bonds pursuant to this Indenture for the above purposes.

4. Pursuant to the Bond Ordinance, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds as hereinafter provided.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding obligations of the City, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues herein made for the security of the payment of the principal of and interest on the Bonds issued hereunder, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described below (said property being herein collectively referred to as the “Trust Estate”), to wit:

To secure the payment of the principal of and interest on the Bonds, all Pledged Revenues for the Bonds and all moneys and securities from time to time held by the Trustee under the terms of this Indenture for the Bonds (except payments required to be made to meet the requirements of Section 148(f) of the Code, as defined below, whether or not held in the Rebate Fund) and any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof (the "Trust Estate").

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

THE TRUST ESTATE IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one Bond over or from the other Bonds, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the City or its successors or assigns pays or causes to be paid the principal of such Bonds with interest, according to the provisions set forth in such Bonds, or provides for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities required for payment or redemption thereof when and as authorized by the provisions of **Article IX** hereof, and also pays or causes to be paid all other sums payable hereunder by the City, then these presents and the estate and rights hereby granted shall cease, terminate and become void with respect to such Bonds so provided for; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Appropriated Moneys" means moneys of the City which have been annually appropriated by the City for making payments of the principal of and interest on the Bonds and other payments described herein.

"Authorized City Representative" means the Mayor, City Manager or Director of Finance of the City, or such other Person at the time designated to act on behalf of the City as evidenced by written

certificate furnished to the Trustee containing the specimen signature of such Person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized City Representative.

“Authorized Denominations” means \$5,000 or any integral multiple thereof.

“Bonds” means the City’s Special Obligation Improvement Bonds, Series 2020 issued under this Indenture, as amended.

“Bond Counsel” means Gilmore & Bell, P.C., or any other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing and experienced in matters relating to the tax exemption of interest payable on obligations of states and their instrumentalities and political subdivisions, and which is selected by the City and acceptable to the Trustee.

“Bond Ordinance” means the Ordinance of the City authorizing the execution and delivery of this Indenture and the issuance of the Bonds.

“Business Day” means any day other than a Saturday, Sunday or any other day on which banking institutions in the city in which the principal corporate trust office of the Trustee is located are required or authorized by law to close.

“City” means the City of Springfield, Missouri, a constitutional home rule charter city and political subdivision of the State.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations, temporary regulations and proposed regulations thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement of even date herewith, between the City and BOKF, N.A., as Dissemination Agent, as from time to time amended in accordance with the provisions thereof.

“Costs of Issuance Fund” means the fund by that name created in **Section 401** hereof.

“Debt Service Fund” means the fund by that name created in **Section 401** hereof.

“Event of Default” means any event or occurrence as defined in **Section 701** hereof.

“Financing Documents” means this Indenture, the Tax Compliance Agreement, the Continuing Disclosure Agreement and any other documents entered into in connection with the financing of the Project.

“Fiscal Year” means the fiscal year of the City, currently the twelve-month period beginning each July 1st and ending on the following June 30th.

“Government Securities” means bonds, notes, certificates of indebtedness, treasury bills or other securities which fit within the definition of Permitted Investments and constitute direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the

highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

“Immediate Notice” means notice given no later than the close of business on the date required by the provisions of this Indenture by telegram, telex, telecopier or other telecommunication device to such phone numbers or addresses as are specified in **Section 1102** hereof or such other phone number or address as the addressee shall have directed in writing, the receipt of which is confirmed by telephone, promptly followed by written notice by first-class mail, postage prepaid to such addressees.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys addressed to the Trustee, for the benefit of the Trustee and the Owners of the Bonds, who may be (except as otherwise expressly provided in this Indenture) counsel to the City, the Owners of the Bonds or the Trustee, and who is acceptable to the Trustee.

“Original Purchaser” means Stifel, Nicolaus & Company, Incorporated, Kansas City, Missouri.

“Outstanding” means when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered under this Indenture except:

- (a) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation;
- (b) Bonds which are deemed to have been paid in accordance with **Section 902** hereof;
- (c) Bonds alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in **Section 206** hereof; and
- (d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

“Owner” or **“Registered Owner”** means the Person in whose name any Bond is registered on the Register.

“Paying Agent” means the Trustee and any other bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture as paying agent for the Bonds at which the principal of and interest on such Bonds shall be payable.

“Payment Date” means any date on which the principal of or interest on any Bonds is payable.

“Permitted Investments” means any of the following securities purchased in accordance with the Indenture and the City’s then-current policy for investment of funds, if and to the extent the same are at the time legal for investment of the funds being invested:

- (a) United States Treasury Securities (Bills, Notes, Bonds and Strips). The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

- (b) United States Agency/GSE Securities. The City may invest in obligations issued or guaranteed by any agency of the United States Government and in obligations issued by any governmental sponsored enterprise (GSE) which have a liquid market and a readily determinable market value that are described as follows:
- (1) U.S. Government Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no embedded options.
 - (2) U.S. Government Agency Discount Notes. Purchased at a discount.
 - (3) U.S. Government Agency Callable Securities. Restricted to securities callable at par.
 - (4) U.S. Government Agency Step-Up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed interest rate.
 - (5) U.S. Government Agency Floating Rate Securities. The coupon rate floats off of only one index. Restricted to coupon with no interim caps that reset at least quarterly.
 - (6) U.S. Government Mortgage Backed Securities (MBS, CMO, Pass-Thru Securities). Restricted to obligations of FNMA, FHLMC and GNMA only.
- (c) Direct and general obligations of the State of Missouri (the “State”), to the payment of the principal of and interest on which the full faith and credit of such State is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally recognized bond rating agency.
- (d) Obligations of the City.
- (e) Certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the any trustee for the bonds or notes or any affiliate), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) and (b), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be lodged with the Trustee, as custodian, by the bank, trust company or national banking association issuing such certificates of deposit, and the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured shall furnish the Trustee an undertaking satisfactory to the Trustee that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking.
- (f) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by

the Federal Reserve Bank of New York, which repurchase agreement is secured by any one or more of the securities described in clauses (a) or (b) above.

- (g) Any mutual fund rated in either of the two highest rating categories by a nationally recognized rating agency which invests solely in one or more securities described in clause (a), (b) or (d) above.
- (h) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by Standard & Poor’s.
- (i) Investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company or other financial institution whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating agency.
- (j) Banker’s acceptances issued by domestic commercial banks possessing the highest rating issued by a nationally recognized rating agency.
- (k) Commercial paper issued by domestic corporations which has received the highest rating issued by a nationally recognized rating agency.

“**Person**” means any natural person, firm, partnership, association, corporation, limited liability company or public body.

“**Pledged Revenues**” means all moneys held under the Indenture in the Debt Service Fund, together with investment earnings thereon.

“**Project**” means acquiring, constructing, improving and installing the improvements described in **Schedule 1**, acquiring any real property and easements and rights-of-way necessary for the improvements, paid for in whole or in part from the proceeds of Bonds, and all additions, modifications and improvements made to the Project, as they may at any time exist.

“**Project Costs**” means all of the cost of the design, construction and installation of the Project and other related costs of the Project, including, without limitation, (i) easement, right-of-way and real property acquisition costs, and (ii) professional fees, including engineering, financial consultants and legal fees.

“**Project Fund**” means the fund by that name created in **Section 401** hereof.

“**Rebate Fund**” means the fund by that name created in **Section 401** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the 15th calendar day, whether or not a Business Day, of the month next preceding such Interest Payment Date.

“**Register**” means the registration books of the City kept by the Trustee to evidence the registration, transfer and exchange of Bonds.

“**Registrar**” means the Trustee when acting as such under this Indenture.

“**State**” means the State of Missouri.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article X** hereof.

“Tax Compliance Agreement” means the Tax Compliance Agreement of even date herewith, between the City and the Trustee, as from time to time amended in accordance with the provisions thereof.

“Trust Estate” means the Trust Estate described in the granting clauses of this Indenture.

“Trustee” means BOKF, N.A., Kansas City, Missouri, and its successor or successors and any other association or corporation which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

Section 102. Rules of Construction.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.
- (c) The table of contents hereto and the headings and captions herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Indenture.
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.
- (e) Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

THE BONDS

Section 201. Authorization, Issuance and Terms of Bonds.

- (a) *Authorized Amount and Title of Bonds.* There shall be issued under and secured by this Indenture a series of bonds in the aggregate principal amount of \$[Principal Amount] for the purpose of providing funds to the City to (1) finance the Project, and (2) provide for payment of costs of issuance of the Bonds, which series of bonds shall be designated “Special Obligation Improvement Bonds, Series 2020” (the “Bonds”). No bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of bonds and the number of bonds that may be issued under this Indenture is limited as provided in this Section.

- (b) *Form of Bonds.* The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect thereto.
- (c) *Denominations.* The Bonds shall be issuable as fully registered Bonds in Authorized Denominations.
- (d) *Numbering.* Unless the City directs otherwise, the Bonds shall be numbered from R-1 upward.
- (e) *Dating.* The Bonds shall be dated as of the date of initial issuance and delivery thereof.
- (f) *Method and Place of Payment.* The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of debts due the United States of America. Payment of the principal of or interest on any Bond shall be made (1) by check or draft of the Trustee mailed to the Person in whose name such Bond is registered on the Bond Register as of the close of business of the Trustee on the Record Date for such Payment Date, or (2) in the case of a principal or interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice delivered to the Trustee not less than 15 days prior to the Record Date from and signed by such Owner containing electronic transfer instructions including the name of the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Owner wishes to have such transfer directed.

Section 202. Nature of Obligations.

- (a) The Bonds and the interest thereon shall be special, limited obligations of the City payable solely from the Pledged Revenues for the Bonds and other moneys pledged thereto and held by the Trustee as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the related Trust Estate to the Trustee and in favor of the Owners of such Bonds, as provided in this Indenture.
- (b) The obligation of the City to make payments under this Indenture does not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.
- (c) No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in

this Indenture contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, 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 official of the City, trustee, officer, official, employee or agent as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Indenture and the issuance of any of the Bonds.

Section 203. Execution, Authentication and Delivery of Bonds.

- (a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by the Persons who, at the actual time of the execution of such Bond, are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.
- (b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication has been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee, but it shall not be necessary that the same authorized signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

Section 204. Registration, Transfer and Exchange of Bonds.

- (a) The Trustee is hereby appointed Registrar and as such shall keep the Register for the registration and for the transfer of Bonds as provided in this Indenture. Each Bond when issued shall be registered in the name of the Owner thereof on the Register.
- (b) Any Bond may be transferred only upon the Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, and in any denomination or denominations authorized by this Indenture.
- (c) Any Bond, upon surrender thereof at the principal corporate trust office of the Trustee, together with an assignment duly executed by the Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Owner thereof, be exchanged for Bonds of the same maturity, of any denomination or denominations authorized by this Indenture, bearing interest at the same rate, and registered in the name of the Owner.

- (d) In all cases in which Bonds are exchanged or transferred hereunder, the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.
- (e) No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.
- (f) At reasonable times and under reasonable regulations established by the Trustee, the Register may be inspected and copied by the City or the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.
- (g) The Person in whose name any Bond is registered on the Register shall be deemed and regarded as the absolute owner of such Bond for all purposes, and payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 205. Description of Bonds.

- (a) There shall be issued and secured by this Indenture the Bonds in an aggregate principal amount of \$[Principal Amount].
- (b) The Bonds shall be dated February 26, 2020 and shall become due in the amounts on the maturity dates, subject to redemption and payment prior to their maturities as provided in **Article III** hereof, and shall bear interest at the rates specified below (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent interest Payment Date to which interest has been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2020.

Serial Bonds

<u>Stated Maturity November 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
20	\$,000	%
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	

Term Bonds

<u>Stated Maturity November 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
20	\$,000	%

- (c) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Bonds.
- (d) The Bonds shall be executed substantially in the form and manner set forth in **Exhibit A** attached hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee the following:
- (1) A copy of the Bond Ordinance, certified by the City Clerk of the City, approving the issuance of the Bonds and authorizing the execution of this Indenture.
 - (2) An original executed counterpart of this Indenture and the other Financing Documents.
 - (3) An opinion of Bond Counsel to the effect that the Bonds constitute valid and legally binding obligations of the City and that the interest on the Bonds is excludable from gross income of the owners thereof for federal and Missouri income tax purposes.
 - (4) An opinion of Bond Counsel to the effect that the Bonds are exempt from registration under the Securities Act of 1933, as amended, and this Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended.
 - (5) A request and authorization to the Trustee executed by the City to authenticate the Bonds and deliver said Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and

authorization as to the names of the purchasers and the amounts of such purchase price.

- (6) Such other certificates, statements, receipts, opinions and documents required by any of the foregoing documents or as the Trustee shall reasonably require for the delivery of the Bonds.
- (e) When the documents mentioned in paragraph (d) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price thereof.

Section 206. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond, date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee. In the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity to the City and the Trustee satisfactory to the Trustee. If any such Bond has matured, is about to mature or has been called for redemption, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount by the Owner sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 207. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be immediately canceled upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee and periodically destroyed by the Trustee in accordance with applicable record retention requirements.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article.

Section 302. Redemption of Bonds.

- (a) *Optional Redemption of Bonds.* At the option of the City, the Bonds or portions thereof maturing on November 1, 20__, and thereafter may be called for redemption and payment prior to their stated maturity on November 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the redemption date.
- (b) *Extraordinary Optional Redemption of Bonds.* The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being

called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
 - (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
 - (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
 - (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.
- (c) *Mandatory Sinking Fund Redemption.* The Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption and payment prior to stated maturity on November 1 in each year, at 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth below:

Term Bonds

<u>November 1</u>	<u>Principal Amount</u>
20	\$,000
20	,000
20	,000
20	,000
20	,000
20	,000
20*	,000

*Final maturity.

The Trustee shall make timely selection of such Bonds or portions thereof to be so redeemed in Authorized Denominations of principal amount in such equitable manner as the Trustee may determine and shall give notice thereof without further instructions from the City. At the option of the City, to be exercised on or before the 45th day next preceding each mandatory redemption date, the City may: (1) deliver Bonds to the Trustee for cancellation in the aggregate principal amount desired; or (2) furnish to the Trustee moneys, together with appropriate instructions, for the purpose of purchasing any Bonds from any owner thereof in the open market at a price not in excess of 100% of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes; or (3) elect to

receive a credit in respect to the mandatory redemption obligation under this subsection for any Bonds which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation to redeem the related Bonds on the next mandatory redemption date applicable to Bonds that is at least 45 days after receipt by the Trustee of such instructions from the City, and any excess of such amount shall be credited on future mandatory redemption obligations for the related Bonds in chronological order or such other order as the City may designate, and the principal amount of Bonds to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the City will, on or before the 45th day next preceding the applicable mandatory redemption date, furnish the Trustee a certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment, and the certificates for the Bonds to be cancelled, if any, pursuant to clause (1) above.

Section 303. Selection of Bonds to be Redeemed.

- (a) Bonds shall be redeemed only in Authorized Denominations. Except in the case of mandatory redemption of any Bonds, when less than all of the Outstanding Bonds are to be redeemed and paid prior to maturity, such Bonds or portions of Bonds to be redeemed shall be selected in Authorized Denominations by the Trustee from such maturities and in such amounts as the City may determine.
- (b) In the case of a partial redemption of Bonds when Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each Authorized Denomination unit of face value shall be treated as though it was a separate Bond of the denomination of the minimum Authorized Denomination. If one or more, but not all, of the minimum Authorized Denomination units of principal amount represented by any Bond are selected for redemption, then upon notice of intention to redeem such minimum Authorized Denomination unit or units, the Owner of such Bond or his attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the interest to the date fixed for redemption) of the minimum Authorized Denomination unit or units of principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond of a denomination greater than minimum Authorized Denomination fails to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the minimum Authorized Denomination unit or units of principal amount called for redemption (and to that extent only) and shall cease to accrue interest on the principal amount so called for redemption.

Section 304. Notice of Redemption of Bonds.

- (a) In the case of Bonds called for redemption under **Section 302**, the Trustee shall call Bonds for redemption and payment as herein provided and shall give notice of redemption as provided below upon receipt by the Trustee at least 45 days prior to the redemption date of a written request of the City (unless a shorter notice shall be satisfactory to the Trustee). The foregoing provisions of this Section shall not apply in

the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call such Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Unless waived by any Owner of Bonds to be redeemed, official notice of any redemption of any Bond shall be given by the Trustee on behalf of the City by mailing a copy of an official redemption notice by first class mail, postage prepaid, at least 30 days prior to the date fixed for redemption to the Original Purchaser and the Owner of the Bond or Bonds to be redeemed at the address shown on the Register; provided, however, that failure to give such notice by mailing as aforesaid to any Owner or any defect therein as to any particular Bond shall not affect the validity of any proceedings for the redemption of any other Bonds.

- (b) All official notices of redemption shall be dated and shall state:
- (1) the redemption date,
 - (2) the redemption price,
 - (3) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Trustee may reasonably determine),
 - (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
 - (5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee; and

In addition to the foregoing notice, the Trustee shall also comply with any requirements or guidelines, published by the Securities and Exchange Commission relating to providing notices of redemption. The failure of the Trustee to comply with any such requirements shall not affect or invalidate the redemption of said Bonds.

- (c) The Trustee shall mail by first-class mail to the City a copy of such redemption notice.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the redemption date in an amount sufficient to pay the redemption price on the redemption date. If such notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the redemption price will not be on deposit on the redemption date, or such moneys are not received on the redemption date, then such notice shall be of no force and effect, the Trustee shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

Section 305. Effect of Call for Redemption. On or prior to the date fixed for redemption, moneys or Government Securities shall be deposited with the Trustee as provided in **Section 402** hereof to pay the Bonds called for redemption and accrued interest thereon to the redemption date. Upon the happening of the above conditions, and notice having been given as provided in **Section 304** hereof, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, provided moneys sufficient for the payment of the redemption price are on deposit at the place of payment at the time, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

ARTICLE IV

FUNDS AND REVENUES

Section 401. Creation of Funds; Application of Bond Proceeds and other Moneys.

- (a) The following funds of the City are hereby created and established with the Trustee:
- (1) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020 Project Fund (the “Project Fund”).
 - (2) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020 Debt Service Fund (the “Debt Service Fund”).
 - (3) City of Springfield, Missouri Special Obligation Improvement Revenue Bonds, Series 2020 Costs of Issuance Fund (the “Costs of Issuance Fund”).
 - (4) Rebate Fund.

Each fund and account shall be maintained by the Trustee as a separate and distinct trust fund or account and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Indenture. All moneys deposited in the funds shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

- (b) The net proceeds received from the sale of the Bonds in the amount of \$_____ (which is equal to the par amount of the Bonds of \$[Principal Amount].00, less underwriter’s discount of \$_____, plus net reoffering premium of \$_____), shall be deposited or paid simultaneously with the delivery of the Bonds as follows:
- (1) \$_____ of the net proceeds of the Bonds shall be deposited in the Costs of Issuance Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 404** hereof.
 - (2) The remaining net proceeds of the Bonds in the amount of \$_____ shall be deposited in the Project Fund, which deposit shall be disbursed by the Trustee for the purposes and in the manner set forth in **Section 405** hereof.

Section 402. Transfer of Appropriated Funds by City. Subject to **Section 202** hereof, on the Business Day prior to each Payment Date, the City shall transfer to the Trustee Appropriated Moneys for

the Bonds sufficient to make the following deposits to the funds and accounts created hereunder and the Trustee shall deposit such Appropriated Moneys received from the City as follows:

First, for transfer to the Rebate Fund, an amount sufficient to pay rebate, if any, to the United States of America, owed under Section 148 of the Code, as directed in writing by the City in accordance with the Tax Compliance Agreement;

Second, for transfer to the Debt Service Fund an amount sufficient to pay the principal and/or interest on the Bonds on the next succeeding Payment Date (taking into account moneys already on deposit in the Debt Service Fund for payment of debt service on the Bonds); and

Third, for payment to the Trustee or any Paying Agent, an amount sufficient for payment of any fees and expenses which are due and owing to the Trustee or any Paying Agent, upon delivery to the City of an invoice for such amounts.

If the amount transferred by the City shall be insufficient to make all such deposits, such Appropriated Moneys will be applied in such amounts and into such funds and accounts as directed by the City.

Section 403. Debt Service Fund.

- (a) Except as otherwise provided herein, all amounts paid and credited to the Debt Service Fund shall be expended solely for the payment of the principal of, and interest on the Bonds as the same mature and become due or upon the mandatory sinking fund redemption thereof.
- (b) The City hereby authorizes and directs the Trustee to withdraw sufficient moneys from the Debt Service Fund to pay the principal of and interest on the Bonds as the same become due and payable and to make said moneys so withdrawn available to the Paying Agent for the purpose of paying said principal of and interest on the Bonds.
- (c) After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture), and the fees, charges and expenses of the Trustee and any Paying Agent and any other amounts required to be paid under this Indenture, all amounts remaining in the Debt Service Fund shall be paid to the City.

Section 404. Costs of Issuance Fund. Moneys in the Cost of Issuance Fund shall be disbursed for the sole purpose of paying costs of issuance of the Bonds. Costs of issuance shall be paid from time to time by the Trustee, upon receipt of a written request of the City signed by the Authorized City Representative, and containing the statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form. Any moneys remaining in the Cost of Issuance Fund on May 31, 2020 shall be deposited, without further authorization, into the Project Fund.

In making payments and disbursements pursuant to this Section, the Trustee may rely upon the written requests and accompanying certificates and statements. The Trustee is not required to make any independent investigation in connection with the matters set forth in the written requests.

Section 405. Project Fund. Moneys in the Project Fund shall be disbursed by the Trustee from time to time, upon receipt of a written request of the Authorized City Representative and containing the

statements, representations and certifications set forth in the form of such request attached as **Exhibit B** hereto and otherwise substantially in such form, to pay, or reimburse the City for payment of, the Project Costs and, to the extent not paid from the Cost of Issuance Fund, costs of issuing the Bonds. Any moneys remaining on deposit in the Project Fund when the Project is completed, as evidenced by a certificate delivered by the Authorized City Representative to the Trustee, shall immediately be transferred by the Trustee to the Debt Service Fund.

Section 406. Non-Presentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof, and provided the Trustee is holding sufficient funds for the payment thereof, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Owner's part under this Indenture or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within three years after the date on which the same have become due shall be paid by the Trustee to the City without liability for interest thereon, free from the trusts created by this Indenture. Thereafter, Owners shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid by the Trustee. The City shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 407. Transfer of Funds. The Trustee is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the principal of and interest on the Bonds as and when the same become due on any Payment Date.

Section 408. Rebate Fund.

- (a) There shall be deposited by the Trustee in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. Subject to the transfer provisions provided in subsection (c) below, all money at any time deposited in the Rebate Fund and any income earned thereon shall be held in trust, to the extent required to pay arbitrage rebate to the federal government of the United States of America, and neither the City nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which is incorporated herein by reference).
- (b) Pursuant to the Tax Compliance Agreement, the Trustee, on behalf of the City, shall remit from the Rebate Fund rebate installments and the final rebate payments to the United States. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any arbitrage rebate, or provision made therefor, shall be withdrawn and released to the City.
- (c) Notwithstanding any other provision of this Indenture, including in particular this Article, the obligation to remit arbitrage rebate to the United States and to comply with all other requirements of this Section, the preceding Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF MONEYS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the account of any fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and, until used or applied as herein provided, shall constitute part of the Trust Estate (except for the Rebate Fund) and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as otherwise provided herein.

Section 502. Investment of Moneys.

- (a) Moneys in all funds and accounts held by the Trustee under any provision of this Indenture shall be continuously invested and reinvested by the Trustee in Permitted Investments at the written direction of the City given by the Authorized City Representative or, if such written directions are not received, then in Permitted Investments described in subparagraph (h) of the definition thereof. Moneys on deposit in all funds and accounts may be invested only in Permitted Investments which mature or are subject to redemption at the option of the owner thereof prior to the date such funds are expected to be needed. The Trustee may make investments through its investment division or short-term investment department.
- (b) All investments shall constitute a part of the fund or account from which the moneys used to acquire such investments have come. The Trustee shall sell and reduce to cash a sufficient amount of investments in a fund or account whenever the cash balance therein is insufficient to pay the amounts required to be paid therefrom. The Trustee may transfer investments from any fund or account to any other fund or account in lieu of cash when required or permitted by the provisions of this Indenture. In determining the balance in any fund or account, investments shall be valued at the lower of their original cost or their fair market value on the most recent Payment Date. The Trustee shall not be liable for any loss resulting from any investment made in accordance herewith.

ARTICLE VI

PARTICULAR COVENANTS AND PROVISIONS

Section 601. City to Issue Bonds and Execute Indenture. The City covenants that it is duly authorized under the laws of the State to execute and deliver this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable limited obligations of the City according to the import thereof.

Section 602. Covenant to Request Appropriations. The City covenants and agrees that the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to (a) include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, and

(b) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds.

Section 603. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 604. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to the Trust Estate and the other property and revenues herein described.

Section 605. General Limitation on City Obligations. ANY OTHER TERM OR PROVISION OF THIS INDENTURE OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THE TRANSACTION WHICH IS THE SUBJECT HEREOF TO THE CONTRARY NOTWITHSTANDING, THE CITY SHALL NOT BE REQUIRED TO TAKE OR OMIT TO TAKE, OR REQUIRE ANY OTHER PERSON OR ENTITY TO TAKE OR OMIT TO TAKE, ANY ACTION WHICH WOULD CAUSE IT OR ANY PERSON OR ENTITY TO BE, OR RESULT IN IT OR ANY PERSON OR ENTITY BEING, IN VIOLATION OF ANY LAW OF THE STATE.

Section 606. Recording and Filing. The City shall file or cause to be kept and filed all financing statements, and the Trustee shall file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture and all supplements hereto. In carrying out its duties under this Section, the Trustee shall be entitled to rely on an Opinion of Counsel specifying what actions are required to comply with this Section.

Section 607. Possession and Inspection of Books and Documents. The City and the Trustee covenant and agree that all books and documents in their possession relating to the Bonds and to the distribution of proceeds thereof shall at all reasonable times and upon reasonable notice be open to inspection by such accountants or other agencies or Persons as the other party may from time to time designate.

Section 608. Tax Covenants.

- (a) The City shall not use or permit the use of any proceeds of the Bonds or any other funds of the City, and the Trustee shall not use any proceeds of the Bonds or any other funds of the City held by the Trustee, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code. If at any time the City is of the opinion that for purposes of this subsection (a) it is necessary to restrict or limit the yield on or change in any way the investment of any moneys held by the Trustee under this Indenture, the City shall so instruct the Trustee in writing and the Trustee shall act in accordance with such instructions. The City and the Trustee shall be deemed in compliance with this Section to the extent they follow the Tax Compliance Agreement or an opinion of Bond Counsel with respect to the investment of funds hereunder.

- (b) The City shall not (to the extent within its power or direction) use or permit the use of any proceeds of the Bonds or any other funds of the City, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in any of the Bonds being treated as other than an obligation described in Section 103(a) of the Code.
- (c) The City will not (to the extent within its power or direction) use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141 (a) of the Code.
- (d) The Trustee agrees to comply with any written letter or Opinion of Bond Counsel which sets forth the requirements to comply with any statute, regulation or ruling that may apply to the Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.
- (e) The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article IX** hereof or any other provision of this Indenture, until the final scheduled payment of all Bonds Outstanding.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The occurrence of any one or more of the following events are defined as and declared to be and to constitute an “Event of Default”:

- (a) Default in the performance or observance of any of the covenants, agreements or conditions on the part of the City in this Indenture or in the Bonds contained, and the continuance thereof for a period of **30** days after written notice thereof has been given (1) to the City by the Trustee, or (2) to the Trustee (which notice of default the Trustee shall be required to accept) and the City by the Owners of not less than **25%** in aggregate principal amount of the Bonds then Outstanding; provided, however, if any default is such that it cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected; or
- (b) The filing by the City of a voluntary petition in bankruptcy, or failure by the City to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of the City to carry on its operation, or adjudication of the City as a bankrupt, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the City in any proceedings instituted under the provisions of federal bankruptcy law, or under any similar acts which may hereafter be enacted; or
- (c) The failure to pay the principal of, or interest on the Bonds when due.

The Trustee shall give written notice of any Event of Default to the City as promptly as practicable after the occurrence of an Event of Default of which the Trustee has notice as provided in **Section 801(h)** hereof.

Section 702. Acceleration.

- (a) If an Event of Default has occurred and is continuing, the Trustee may, and shall upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, with respect to an Event of Default set forth above, by notice in writing delivered to the City, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable.
- (b) In case of any rescission pursuant to **Section 712** hereof, the Trustee, the City and the Owners shall be restored to their former positions and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.
- (c) At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds then Outstanding with respect to an Event of Default set forth in **Section 701**, may, by written notice to the City and the Trustee, rescind and annul such declaration and its consequences if:
 - (1) there is deposited with the Trustee a sum sufficient to pay:
 - (A) all overdue installments of interest on the Bonds;
 - (B) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and
 - (C) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
 - (2) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 712** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and out of the same and any moneys received from any receiver of any part thereof pay and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including, but not limited to, (a) reasonable

compensation to the Trustee, its agents and counsel, and (b) any reasonable charges of the Trustee hereunder, and the Trustee shall apply the remainder of the moneys so received in accordance with **Section 708** hereof.

Whenever all that is due upon the Bonds has been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default.

While in possession of the Trust Estate, the Trustee shall render annually to the City a summarized statement of receipts and expenditures in connection therewith.

Section 704. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 705. Exercise of Remedies by the Trustee. If an Event of Default has occurred and is continuing, the Trustee may pursue any available remedy at law or equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding, and to enforce and compel the performance of the duties and obligations of the City as herein set forth.

If an Event of Default has occurred and is continuing, and if requested so to do by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding with respect to an Event of Default set forth above, and indemnified as provided in **Section 801(1)** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, deems most expedient in the interests of the Owners; provided, however, that the Trustee shall not be required to take any action which in its good faith conclusion could result in personal liability to it.

All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owner, and any recovery or judgment shall, subject to **Section 708** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 706. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless:

- (a) a default has occurred of which the Trustee has notice as provided in **Section 801(h)** hereof; and
- (b) such default has become an Event of Default; and
- (c) the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to

institute such action, suit or proceeding in its own name, and shall have provided to the Trustee indemnity as provided in **Section 801(1)** hereof; and

- (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name;

and such notification, request and indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture, however, shall affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after its maturity or the obligation of the City to pay the principal of and interest on each of the Bonds to the respective Owners thereof at the time, place, from the source and in the manner herein and in such Bond expressed.

Section 707. Right of Owners to Direct Proceedings. Any other provision herein to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith determines that the proceeding so directed would involve it in personal liability or the Trustee has not been indemnified as provided in **Section 801** hereof.

Section 708. Application of Moneys in Event of Default. Upon an Event of Default, all moneys held or received by the Trustee pursuant to this Indenture pursuant to any right given or action taken under this Article shall, after payment of the reasonable fees, costs, advances and expenses of the Trustee and the proceedings resulting in the collection of such moneys (including without limitation attorneys' fees and expenses), be deposited in the Debt Service Fund. All moneys in the Debt Service Fund and the Costs of Issuance Fund shall be applied as follows:

- (a) If the principal of all Bonds have not become or have not been declared due and payable, all such moneys shall be applied:
 - (1) *First* - To the payment to the Owners entitled thereto of all installments of interest then due and payable on the Bonds, in the order in which such installments of interest became due and payable, with interest thereon at the rate or rates specified in the Bonds to the extent permitted by law, and, if the amount available is not sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege.
 - (2) *Second* - To the payment to the Owners entitled thereto of the unpaid principal of any of the Bonds that have become due and payable (other than Bonds called for redemption for the payment of which moneys or securities are held pursuant to this Indenture), in the order of their due dates, and, if the amount available is not

sufficient to pay in full such principal due on any particular date, together with such interest, then to the payment ratably, according to the amounts of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

- (b) If the principal of all the Bonds has become due or has been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto, without any discrimination or privilege.
- (c) If the principal of all Bonds have been declared due and payable, and if such declaration thereafter is rescinded and annulled under the provisions of **Section 712** hereof, then, subject to the provisions of subsection (b) above of this Section in the event that the principal of all Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future.

Whenever all Bonds and interest thereon have been paid under this Section, and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the funds created pursuant to this Indenture shall be paid to the City.

Section 709. Remedies Cumulative. No remedy conferred by this Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

Section 710. Delay or Omission Not Waiver. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient.

Section 711. Effect of Discontinuance of Proceedings. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 712. Waivers of Events of Default. The Trustee shall waive any Event of Default and its consequences and rescind any acceleration of maturity of principal upon the written request of the Owners of a majority in aggregate principal amount of Bonds then Outstanding with respect to which an Event of Default has occurred, except a default:

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond, or

- (b) in respect of a covenant or provision hereof which under **Article X** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default have been discontinued or abandoned or determined adversely, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

- (a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent person under reasonably similar circumstances would exercise or use under the circumstances in the conduct of such person's own affairs.
- (b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, receivers, employees or such other professionals but shall not be answerable for the conduct of the same in accordance with the standard specified above, provided the Trustee has exercised reasonable care in making such selection. The Trustee may act and conclusively rely upon the opinion or advice of counsel, who may, without limitation, be counsel to the City or an employee of the Trustee, concerning all matters of trust hereof and the duties hereunder, and, subject to the restrictions of **Section 802** hereof, may in all cases pay such reasonable compensation to all such agents, attorneys, receivers, employees and other such professionals as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith and shall be fully protected in reliance upon such opinion or advice of counsel.
- (c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or refiling of this Indenture or any security agreements in connection therewith, or for insuring any of the improvements constructed in the City or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any or instruments of further assurance, or for the sufficiency of the security for the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article V** hereof other than for the earnings thereon. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to

the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

- (d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights which it would have if it were not Trustee.
- (e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to and in accordance with this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.
- (f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee deems it desirable that a matter be proven or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by an Authorized City Representative as sufficient evidence of the facts therein contained. Prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.
- (g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.
- (h) The Trustee shall not be required to take notice of any Event of Default, other than a failure to make any payment on the Bonds when due, unless the Trustee is specifically notified in writing of such Event of Default by the City or by the Owners of at least 10% in aggregate principal amount of all Bonds then Outstanding.
- (i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but shall not be required, to inspect any and all of the components of the Project originally financed with the proceeds of the Refunded Bonds, including all books, papers and records of the City pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.
- (j) The Trustee shall not be required to give any bond or surety in respect of the execution of its trusts and powers hereunder.

- (k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any funds, or any action whatsoever within the purview of this Indenture, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any funds or the taking of any other action by the Trustee.
- (l) Anything herein to the contrary notwithstanding, before taking any action under this Indenture, other than any action under **Article II** hereof concerning the payment of principal and interest on the Bonds, declaring an Event of Default and accelerating the maturity of the Bonds, the Trustee may, in its discretion, require that satisfactory indemnity be furnished to it by the Owners or other parties for the reimbursement of all reasonable fees, costs, liabilities, losses, claims and expenses to which it or its agents or counsel may be put and to protect it against all liability including environmental, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.
- (m) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this Indenture or by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as provided herein.
- (n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Bonds without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Owners may result in such liability.
- (o) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, and protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.
- (p) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:
 - (1) this subsection shall not be construed to affect the limitation of the Trustee's duties and obligations provided in this Section or the Trustee's right to rely on the truth of statements and the correctness of opinions as provided in this Section;
 - (2) the Trustee shall not be liable for any error of judgment made in good faith by any one of its directors, officers or employees unless it is established that the Trustee was negligent in ascertaining the pertinent facts;

- (3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;
- (4) subject to subsection (1) above, no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it; and
- (5) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 802. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) by the City for its ordinary services rendered hereunder and all agent and counsel fees and other ordinary costs and expenses reasonably and necessarily made or incurred by the Trustee in connection with such ordinary services and, if it becomes necessary that the Trustee perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable and necessary extraordinary costs and expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and as Registrar for the Bonds. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment prior to payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing advances, fees, costs and expenses incurred. If moneys transferred by the City are insufficient to make payment to the Trustee for its fees and expenses, as provided in subparagraph *Fourth* of **Section 402** on any Payment Date, the unpaid portion shall be carried forward to the next Payment Date, together with interest thereon at the Trustee's base lending rate plus 2%.

Section 803. Notice of Default. If a default occurs of which the Trustee is required to take notice or notice is given to the Trustee as provided in **Section 801(h)** hereof, then the Trustee shall give written notice thereof to the City within **30** days (five Business Days if the maturity of the Bonds has been accelerated pursuant to **Section 702** hereof) by first class mail to the Owners of all Bonds then Outstanding as shown by the Register.

Section 804. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of the Bonds, the Trustee may intervene on behalf of Owners and shall do so if requested in writing by the Owners of at least 25% in the aggregate principal amount of the Bonds then Outstanding, provided that the Trustee shall first have been provided indemnity provided under **Section 801(l)** hereof as it may require against the reasonable costs, expenses and liabilities which it may incur in or by reason of such proceeding, including without limitation attorneys' fees and expenses.

Section 805. Successor Trustee Upon Merger, Consolidation or Sale. Any corporation or association with or into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which the Trustee 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, provided such corporation or association is otherwise eligible under **Section 808** hereof, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 806. Resignation or Removal of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City and the Owners, and such resignation shall take effect upon the appointment of a successor Trustee pursuant to **Section 807** hereof. If at any time the Trustee ceases to be eligible in accordance with the provisions of this Indenture, it shall resign immediately in the manner provided in this Section. The Trustee may be removed for cause or without cause at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the City and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding. If no Event of Default has occurred and is continuing, or no condition exists which with notice or the lapse of time will become an Event of Default as provided in **Section 701(a)** hereof, the Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and the Owners and signed by the City. The City or the Owners of a majority in aggregate principal amount of the Bonds then Outstanding may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 807. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy the City, by an instrument executed and signed by the Authorized City Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee is appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed by such Owners. If a successor Trustee or a temporary Trustee has not been so appointed and accepted such appointment within 30 days of a notice of resignation or removal of the current Trustee, the retiring Trustee may petition a court of competent jurisdiction for the appointment of a successor Trustee to act until such time, if any, as a successor has so accepted its appointment. No resignation or removal of the Trustee shall become effective until a successor Trustee has accepted its appointment under **Section 809** hereof.

Section 808. Qualifications of Trustee and Successor Trustees. The Trustee and every successor Trustee appointed hereunder shall be a trust institution or commercial bank qualified to do business in the State, shall be in good standing and qualified to accept such trusts, shall be subject to examination by a federal or state bank regulatory authority, and shall have a reported capital and surplus of not less than \$75,000,000, or must provide a guaranty of the full and prompt performance by the Trustee of its obligations under this Indenture and any other agreements made in connection with the Bonds, on terms satisfactory to the City, by a guarantor with such combined capital and surplus. If such institution publishes reports of conditions at least annually pursuant to law or regulation, then for the

purposes of this Section the capital and surplus of such institution shall be deemed to be its capital and surplus as set forth in its most recent report of condition so published.

Section 809. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the obligations of the predecessor Trustee hereunder shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 810. Trust Estate May be Vested in Co-Trustee.

- (a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either upon an Event of Default, or if the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.
- (b) If the Trustee appoints an additional individual or institution as co-trustee or separate trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.
- (c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.
- (d) If any co-trustee or separate trustee dies, becomes incapable of acting, resigns or is removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 811. Annual Statement. Unless the Trustee is doing so on a more frequent basis, the Trustee shall render an annual statement for each calendar year ending December 31 to the City and, if so requested and the expense thereof is paid, to any Owner requesting the same. The annual statement shall show in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and shall include the balance in any funds and accounts created by this Indenture as of the beginning and close of such accounting period.

Section 812. Paying Agents; Registrar; Appointment and Acceptance of Duties; Removal.

- (a) The Trustee is hereby designated and agrees to act as Paying Agent and as Registrar for and in respect of the Bonds.
- (b) The City may appoint one or more additional Paying Agents for the Bonds. Each Paying Agent other than the Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the City and the Trustee a written acceptance thereof. The City may remove any Paying Agent other than the Trustee and any successors thereto, and appoint a successor or successors thereto; provided that any such Paying Agent designated by the City shall continue to be a Paying Agent of the City for the purpose of paying the principal of and interest on the Bonds until the designation of a successor as such Paying Agent and acceptance by such successor of the appointment. Each Paying Agent is hereby authorized to pay or redeem Bonds when such Bonds are duly presented to it for payment or redemption, which Bonds shall thereafter be delivered to the Trustee for cancellation.
- (c) The Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 60 days' notice to the City and the Trustee. The Paying Agent may be removed by the City at any time by an instrument signed by the City and filed with the Paying Agent and the Trustee. In the event of the resignation or removal of the Paying Agent, the Paying Agent shall pay over, assign and deliver any moneys held by it in such capacity to its successor or, if there be no successor, to the Trustee.

If the City fails to appoint a Paying Agent hereunder, or the Paying Agent resigns or is removed, or is dissolved, or if the property or affairs of the Paying Agent are taken under the control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the City has not appointed its successor as Paying Agent, the Trustee shall ipso facto be deemed to be the Paying Agent for all purposes of this Indenture until the appointment by the City of the Paying Agent or successor Paying Agent, as the case may be. The Trustee shall give each Owner notice by first-class mail of the appointment of a Paying Agent or successor Paying Agent other than the Trustee.

ARTICLE IX

SATISFACTION AND DISCHARGE OF THE INDENTURE

Section 901. Satisfaction and Discharge of the Indenture.

- (a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 902** hereof, and provision also is made for paying all other sums payable hereunder, including the fees and expenses of the Trustee and the Paying Agent to the date of payment of the

Bonds, then the right, title and interest of the Trustee under this Indenture shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in the Trustee's possession, except amounts in the Debt Service Funds required to be paid to the City under **Article IV** hereof and except funds or securities in which such moneys are invested and held by the Trustee for the payment of the principal of and interest on the Bonds.

- (b) The City is hereby authorized to accept a certificate of the Trustee stating that the whole amount of the principal and interest so due and payable upon all of the Bonds then Outstanding has been paid or provision for such payment has been made in accordance with **Section 902** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof the City shall cancel and erase the inscription of this Indenture from its records.

Section 902. Bonds Deemed to Be Paid.

- (a) Bonds or any portions thereof shall be deemed to be paid within the meaning of this Article when payment of the principal on such Bonds, plus premium, if any, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) has been made or caused to be made in accordance with the terms hereof, or (2) provision therefor has been made by depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment or (ii) non-callable Government Securities maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and the Trustee shall have received an opinion of Bond Counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that such deposit will not cause the interest on such Bonds to be included in gross income for purposes of federal income taxation and that all conditions precedent to the satisfaction of this Indenture have been met. At such time as a Bond is deemed to be paid hereunder as aforesaid, such Bond shall no longer be secured by or be entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Government Securities.
- (b) Notwithstanding any provision of any other Section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds and interest thereon shall be applied to and be used solely for the payment of the particular Bonds and interest thereon with respect to which such moneys and Government Securities have been so set aside in trust.
- (c) If the interest earnings on money or Government Obligations are necessary to provide for the payment of the Bonds under this Section, the Trustee shall receive a verification report of a firm of independent certified public accountants that the moneys and Government Securities deposited with the Trustee are sufficient to pay when due the principal or redemption price, if any, and interest on the Bonds on or prior to the applicable maturity date.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 1001. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as are not inconsistent with the terms and provisions hereof, for any one or more of the following proposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate which was included by reason of an error or other mistake;
- (b) to grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;
- (e) to provide for the refunding of any Bonds in accordance with the terms hereof;
- (f) to evidence the appointment of a separate trustee or the succession of a new trustee hereunder;
- (g) to modify or eliminate any of the terms of this Indenture; provided, however, that:
 - (1) such Supplemental Indenture shall expressly provide that any such modifications or eliminations shall become effective only when there is no Bond Outstanding issued prior to the execution of such Supplemental Indenture; and
 - (2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes operative;
- (h) to make any other change which, in the sole judgment of the Trustee, does not materially adversely affect the security of the Owners. In exercising such judgment the Trustee may rely on an Opinion of Counsel.

Section 1002. Supplemental Indentures Requiring Consent of Owners. In addition to Supplemental Indentures permitted by **Section 1001** hereof and subject to the terms and provisions contained in this Section, and not otherwise, with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, the City and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental

Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting:

- (a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond;
- (b) a reduction in the principal amount, or any interest payable on any Bond;
- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds;
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture; or
- (e) the modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee.

If at any time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Owner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as shall be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 1003. Opinion of Bond Counsel. Notwithstanding anything to the contrary in **Sections 1001** or **1002** hereof, before the City and the Trustee enter into any Supplemental Indenture pursuant to **Sections 1001** or **1002** hereof, there shall have been delivered to the Trustee an Opinion of Bond Counsel stating that such Supplemental Indenture is authorized or permitted by this Indenture, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from federal gross income of interest on any Bonds then Outstanding.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1101. Consents and Other Instruments by Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument (other than the assignment of a Bond) may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Register. In all cases where Bonds are owned by persons other than the City or an assignee of the City, in determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by, or held by or for the account of, the City or any affiliate or any Person controlling, controlled by or under common control with the City, shall be disregarded and deemed not to be Outstanding under this Indenture.

Section 1102. Notices.

- (a) Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the City or the Trustee if the same is duly mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by telegram, telecopy or telex or other similar communication, or when given by telephone, confirmed by telephone, on the same day, addressed as follows, provided that notices to the Trustee shall be effective only upon receipt:
 - (1) To the City at:

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801
Attention: City Manager
 - (2) To the Trustee at:

BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department
 - (3) To the Owners:

By first-class mail addressed to each of the Owners of all Bonds at the time Outstanding, as shown by the Register. Any notice so mailed to the Owners of the Bonds shall be deemed given at the time of mailing whether or not actually received by the Owners.

In the event of any notice to a party other than the City, a copy of said notice shall be provided to the City. The above parties may from time to time designate, by notice given hereunder to the other

parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1103. Limitation of Rights Under the Indenture. With the exception of rights herein expressly conferred and as otherwise provided in this Section, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture. This Indenture and all of the covenants, conditions and provisions hereof are, except as otherwise provided in this Section, intended to be and are for the sole and exclusive benefit of the parties hereto and the Owners of the Bonds as herein provided.

Section 1104. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Section 1105. Business Days. If any date for the payment of principal of or interest on the Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter; provided, however, any interest that accrues on any unmatured or unredeemed Bonds from the due date shall be payable on the next succeeding Payment Date.

Section 1106. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the City, the governing body of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, 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, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 1107. No Sale. The City covenants and agrees that, except as provided herein, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the moneys subject to this Indenture.

Section 1108. Severability. If any provision of this Indenture is held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture, or any part thereof.

Section 1109. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1110. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1111. Electronic Storage of Documents. The City agrees that the transaction described herein may be conducted and related documents may be stored by electronic means.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Springfield, Missouri has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, and to evidence its acceptance of the trusts hereby created, BOKF, N.A., has caused these presents to be signed in its name and behalf and its corporate seal to be hereunto affixed and attested by its duly authorized officers, all as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

[SEAL]

By: _____
Title: City Manager

ATTEST:

By: _____
Title: City Clerk

BOKF, N.A., as Trustee

[SEAL]

By: _____
Title: _____

ATTEST:

By: _____
Title: _____

SCHEDULE 1

The Project generally consists of the following improvements:

Jordan Creek Regional Detention Basin Construction	\$850,000
Stormwater Infrastructure Design	500,000
Stormwater Infrastructure Construction	6,000,000
Neighborhood Stormwater Construction	1,750,000
Fire Station 13 Alley Reconstruction	125,000
West- Central Fire Station 13 Construction	2,700,000
Fire Station 4 Construction	2,715,000
Fire Station 10 Improvements	644,000
PW Grounds Maintenance Building Design	44,400
PW Grounds Maintenance Building Construction	<u>\$2,547,000</u>
Total	\$17,875,400

EXHIBIT A

(FORM OF BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA

STATE OF MISSOURI

Registered
No. R-____

Registered
\$ _____

CITY OF SPRINGFIELD, MISSOURI

**SPECIAL OBLIGATION IMPROVEMENT BOND
SERIES 2020**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP</u>
%	November 1, 20__	February __, 2020	

Registered Owner: _____ **** CEDE & CO. ****

Principal Amount: _____ **DOLLARS**

THE CITY OF SPRINGFIELD, MISSOURI, a constitutional home rule charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has

been paid or duly provided for, payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2020, until said principal amount has been paid.

Except as otherwise provided herein, the capitalized terms herein shall have the meanings as provided in the Indenture (as hereinafter defined).

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the principal payment office of BOKF, N.A., Kansas City, Missouri (the "Trustee"). The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Trustee (the "Bond Register") at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the interest payment date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or, if such Bonds are held by a Securities Depository or, at the written request addressed to the Paying Agent by any Registered Owner of Bonds in the aggregate principal amount of at least \$500,000, by electronic transfer in immediately available funds to a bank located in the continental United States for credit to the ABA routing number and account name and number filed with the Paying Agent not less than 15 days prior to the Record Date for such interest. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner under such Registered Owner's Bond.

This Bond is one of an authorized series of bonds of the City designated "Special Obligation Improvement Bonds, Series 2020," aggregating the principal amount of \$[Principal Amount] principal amount of Special Obligation Improvement Bonds, Series 2020 (the "Bonds"), issued by the City to finance the Project and provide for payment of costs of issuance of the Bonds, by, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to a Trust Indenture dated as of February 1, 2020, between the Trustee and the City (the "Indenture") and proceedings duly and legally had by the governing body of the City.

At the option of the City, the Bonds or portions thereof maturing on November 1, 20__, and thereafter may be redeemed and paid prior to maturity on November 1, 20__, and thereafter in whole or in part at any time at the redemption price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the redemption date.

At the option of the City, the Bonds are subject to redemption and payment prior to the stated maturity thereof, in whole or in part on any date upon the occurrence of certain extraordinary events or circumstances as specified in the Indenture, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date.

The Bonds maturing on November 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on November 1, 20__, and on each November 1 thereafter prior to maturity, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose. The obligation of the City to make payments into the Debt Service Fund and any other obligations of the City to make payments under the Indenture do not constitute a general obligation or indebtedness of the City for which the City is obligated

to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (1) out of the income and revenues provided for such year, plus (2) any unencumbered balances for previous years.

The Bonds are issued in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal and interest payments to participants of the Securities Depository, and transfers of principal and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Indenture, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Indenture and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or binding on the City or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon has been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the **CITY OF SPRINGFIELD, MISSOURI** has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its official seal to be affixed or imprinted hereon, and this Bond to be dated as of the Dated Date shown above.

Registration Date: _____

CITY OF SPRINGFIELD, MISSOURI

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture.

By: _____
Title: Mayor

(SEAL)

BOKF, N.A., as trustee

ATTEST:

By: _____
Title: Authorized Signatory

By: _____
Title: City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

agent to transfer the within Bond on the books kept by the Trustee for the registration thereof, with full
power of substitution in the premises.

Dated: _____, _____

NOTICE: The signature to this assignment
must correspond with the name of the Registered
Owner as it appears on the face of the within
Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

NOTICE: Signatures) must be guaranteed by
an eligible guarantor institution as defined by
SEC Rule 17Ad-15 (17 CFR 240.17Ad-15).

EXHIBIT B

Request No.: _____

Date: _____

**WRITTEN REQUEST FOR DISBURSEMENT FROM THE
[COSTS OF ISSUANCE FUND][PROJECT FUND]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2020**

To: BOKF, N.A., as Trustee
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108-2536
Attention: Corporate Trust Department

as Trustee under the Indenture of Trust, dated as of February 1, 2020, from the City of Springfield, Missouri, to said Trustee (the “Indenture”)

Pursuant to Article IV of the Indenture, the City of Springfield, Missouri (the “City”) requests payment from the [Costs of Issuance Fund][Project Fund] in accordance with this request and said Article and hereby states and certifies as follows:

1. The date and number of this request are as set forth above.
2. All terms in this request shall have and are used with the meanings specified in the Indenture.
3. The names of the persons, firms or corporations to whom the payments requested hereby are due, the amounts to be paid and the general classification and description of the costs for which each obligation requested to be paid hereby was incurred are as set forth on Attachment I hereto.
4. These costs have been incurred and are presently due and payable and are reasonable costs that are payable or reimbursable under the Indenture and each item thereof is a proper charge against the [Costs of Issuance Fund][Project Fund].
5. Each item listed above has not previously been paid or reimbursed from moneys in the [Costs of Issuance Fund][Project Fund] and no part thereof has been included in any other Disbursement Request previously filed with the Trustee under the provisions of the Indenture or reimbursed from Bond proceeds.
6. There has not been filed with or served upon the City any notice of any lien, right to a 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.

7. All work for which payment is now or has heretofore been requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) has been performed in accordance with the plans and specifications therefor.
8. Lien waivers for costs for which payment is hereby requested (insofar as such payments relate to the construction, remodeling and renovation portions of the Project) have been received and are on file with the City and will be delivered upon request.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: Authorized City Representative

ATTACHMENT I

**TO WRITTEN REQUEST FOR DISBURSEMENT FROM THE
[COSTS OF ISSUANCE FUND][PROJECT FUND]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2020**

REQUEST NO. _____

DATED _____, ____

SCHEDULE OF PAYMENTS REQUESTED

Person, firm or corporation to whom payment is due	Amount to be paid	General classification and description of the [costs of issuance][Costs of the Project] for which the obligation to be paid was incurred
---	-------------------	--

Exhibit BMoody's Rating: ____
See "RATING" herein**BOOK ENTRY ONLY**

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), (1) the interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax, (2) the interest on the Bonds is exempt from Missouri income taxation by the State of Missouri and (3) the Bonds have not been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX MATTERS" in this Official Statement.

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2020

Dated: Date of Delivery**Due: November 1, as shown
on inside cover page**

The Bonds will be issued as fully registered bonds and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. The Bonds will be available for purchase in denominations of \$5,000 or any integral multiple thereof, under the book-entry system maintained by DTC. DTC will receive all payments with respect to the Bonds from BOKF, N.A., Kansas City, Missouri, as Trustee under the Indenture (defined herein) for the Bonds. DTC is required to remit such payments to DTC Participants for subsequent disbursement to the beneficial owners of the Bonds. Semiannual interest will be payable on May 1 and November 1, beginning November 1, 2020.

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year by the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the City to pay the principal of and interest on the Bonds.

Payment of the principal of and interest on the Bonds is subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation. The fiscal year of the City begins on each July 1 and ends on the following June 30. No property of the City is pledged or encumbered as security for the payment of the Bonds.

Certain risk factors are associated with the purchase of the Bonds. See "RISK FACTORS."

The Bonds are offered when, as and if issued and received by Stifel, Nicolaus & Company, Incorporated, as Underwriter, subject to the approval of legality by Gilmore & Bell, P.C., Kansas City, Missouri, Bond Counsel. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters relating to this Official Statement will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, Missouri, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as Underwriter's Counsel. It is expected that the Bonds will be available for delivery in book-entry form through DTC, New York, New York, on or about February __, 2020.

[STIFEL LOGO]

\$[Principal Amount]*
 CITY OF SPRINGFIELD, MISSOURI
 SPECIAL OBLIGATION IMPROVEMENT BONDS
 SERIES 2020

MATURITY SCHEDULE*

<u>Maturity</u> <u>November 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Price</u>
20	\$,000			
20	,000			
20	,000			
20	,000			
20	,000			
20	,000			
20	,000			
20	,000			
20	,000			
20	,000			
20	,000			
20	,000			

\$ _____ % Term Bond due November 1, 20 __, Priced: _____ to Yield _____ %

CITY OF SPRINGFIELD, MISSOURI

840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801-8368
(417) 864-1001

Mayor

Ken McClure

City Council

Phyllis Ferguson, Zone 1 Councilwoman
Abe McGull, Zone 2 Councilman
Mike Schilling, Zone 3 Councilman
Matthew Simpson, Zone 4 Councilman
Jan Fisk, General Councilwoman A
Craig Hosmer, General Councilman B
Andrew Lear, General Councilman C
Richard Ollis, General Councilman D

City Administration

Jason Gage, City Manager
Collin Quigley, Deputy City Manager
Maurice Jones, Deputy City Manager
Anita Cotter, City Clerk
Rhonda Lewsader, City Attorney
David Holtmann, Director of Finance
Dan Smith, Director of Public Works
Mary Lilly Smith, Director of Planning and Development
Bob Belote, Director of Parks and Recreation
Brian Weiler, Director of Aviation
David Pennington, Fire Chief
Paul F. Williams, Chief of Police
Errin Kemper, Director of Environmental Services

UNDERWRITER

Stifel, Nicolaus & Company, Incorporated
Kansas City, Missouri

BOND COUNSEL

Gilmore & Bell, P.C.
Kansas City, Missouri

CERTIFIED PUBLIC ACCOUNTANTS

RSM US, LLP
Kansas City, Missouri

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or to make any representations with respect to the Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY STATE SECURITIES OR "BLUE SKY" LAWS. THE BONDS ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE CITY AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

This Official Statement contains "forward-looking statements." These forward-looking statements include statements about the City's projections and future plans and strategies, and other statements that are not historical in nature. These forward-looking statements are based on the current expectations of the City. When used in this Official Statement, the words "estimate," "intend," "expect" and similar expressions are intended to identify forward-looking statements. Forward-looking statements involve future risks and uncertainties that could cause actual results and experience to differ materially from the anticipated results or other expectations expressed in forward-looking statements. These future risks and uncertainties include those discussed in the **"RISK FACTORS"** section of this Official Statement as well as under the caption **"SECURITY AND SOURCES OF PAYMENT FOR THE BONDS - Sources of Payment."** The City undertakes no obligation to update any forward-looking statements contained in this Official Statement to reflect future events or developments.

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OFFICIAL STATEMENT

\$(Principal Amount)*
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2020

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

Purpose of this Official Statement

The purpose of this Official Statement is to furnish information relating to (1) the City of Springfield, Missouri (the “City”), and (2) the City’s Special Obligation Improvement Bonds, Series 2020 (the “**Bonds**”).

The City

The City is a constitutional home rule charter city and political subdivision organized and existing under the laws of the State of Missouri. See “**THE CITY.**”

The Bonds

The Bonds are being issued pursuant to the Trust Indenture dated as of February 1, 2020 (the “**Indenture**”), between the City and BOKF, N.A. (the “**Trustee**”). The Bonds are being issued for the purpose of (i) funding the costs of improvements to the City’s stormwater system and certain fire station and public works buildings as further described herein (the “**Project**”), and (ii) paying costs of issuance of the Bonds. See “**PLAN OF FINANCING.**”

Security and Source of Payment

The payment of the principal of and interest on the Bonds and the obligation to make other payments required under the Indenture is subject to annual appropriation by the City. The City is not required or obligated to make any such appropriation. No property of the City is pledged or encumbered to secure payment of the Bonds.

The Bonds and the interest thereon constitute special obligations of the City payable solely from amounts pledged to the Bonds under the Indenture, including funds appropriated in each fiscal year of the City from (i) income and revenues of the City provided for such fiscal year plus (ii) any unencumbered balances from previous fiscal years (“**Appropriated Moneys**”). The City is not obligated to make any such annual appropriation. The fiscal year of the City (the “**Fiscal Year**”) begins on each July 1st and ends on the following June 30th.

The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property of the City to pay the

principal of and interest on the Bonds. See **“SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”**

Financial Statements

Audited financial statements of the City, as of and for the fiscal year ended June 30, 2019, are included in *Appendix D* to this Official Statement. These financial statements have been audited by RSM US, LLP, Kansas City, Missouri, independent certified public accountants, to the extent and for the period indicated in their report, which is also included in *Appendix D*.

Continuing Disclosure Information

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has also agreed to provide to the Municipal Securities Rulemaking Board prompt notice of the occurrence of certain events with respect to the Bonds. See **“CONTINUING DISCLOSURE.”**

Bond Rating

The City has received the rating on the Bonds set forth on the cover page from Moody’s Investors Service. See **“RATING.”**

THE CITY

The City contains approximately 82.9 square miles of area and is located in Greene County in the southwest portion of the State of Missouri. The City is the county seat of Greene County, Missouri (the “County”) and is located approximately 170 miles southeast of Kansas City and 220 miles southwest of St. Louis. The City is located at the junction of Interstate 44, U. S. Highways 65, 60 and 160, and State Routes 13 and 344. The City is the third largest metropolitan area in the State of Missouri and is a major center for trade and commerce in the southwest portion of the State of Missouri.

For further information about the City, see *Appendix A – City of Springfield, Missouri – General, Economic and Financial Information* and *Appendix D – City of Springfield, Missouri Comprehensive Annual Financial Report with Independent Auditor’s Report for the Year Ended June 30, 2019.*

PLAN OF FINANCING

Authorization and Purpose of the Bonds

The Bonds are authorized and being issued pursuant to and in full compliance with the Constitution and statutes of the State of Missouri, the City’s Charter, an ordinance passed by the City Council (the **“Bond Ordinance”**) and the Indenture. The Bonds are being issued for the purpose of funding the costs of the Project and paying costs of issuance for the Bonds.

The Project

A portion of the proceeds of the Bonds will be deposited in the Project Fund established under the Indenture for the purpose of funding the costs of improvements to the City's stormwater system and certain fire station and public works buildings, which Project generally consists of the following improvements:

Jordan Creek Regional Detention Basin Construction	\$850,000
Stormwater Infrastructure Design	500,000
Stormwater Infrastructure Construction	6,000,000
Neighborhood Stormwater Construction	1,750,000
Fire Station 13 Alley Reconstruction	125,000
West- Central Fire Station 13 Construction	2,700,000
Fire Station 4 Construction	2,715,000
Fire Station 10 Improvements	644,000
PW Grounds Maintenance Building Design	44,400
PW Grounds Maintenance Building Construction	<u>\$2,547,000</u>
Total	<u>\$17,875,400</u>

Sources and Uses of Funds*

The following table summarizes the estimated sources and uses of funds for the plan of financing:

Sources of Funds:

Principal of the Bonds	\$(Principal Amount]
Net original issue (discount)/premium	_____
Total.....	\$ _____

Uses of Funds:

Project Fund Deposit	\$ _____
Costs of issuance	_____
Total.....	\$ _____

THE BONDS

The following is a summary of certain terms and provisions of the Bonds. Reference is hereby made to the Bonds and the provisions with respect thereto in the Indenture for the detailed terms and provisions thereof.

Description of the Bonds

The Bonds will be issued in the principal amount of \$[Principal Amount].* The Bonds will be dated the date of initial issuance and delivery thereof, and will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will mature, subject to redemption as described below, on November 1 in the years and in the principal amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable semiannually on May 1 and November 1 in each year, beginning on November 1, 2020. While the Bonds remain in book-entry only form, payments to Beneficial

* Preliminary, subject to change.

Owners (as defined herein) are governed by the rules of DTC as described in *Appendix E*. If DTC ceases to act as securities depository for the Bonds, payment may be made as described in the Indenture.

Redemption*

Optional Redemption. At the option of the City, the Bonds or portions thereof maturing on November 1, 20__ and thereafter may be called for redemption and payment prior to maturity on November 1, 20__ and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. When less than all Bonds are to be redeemed, such Bonds will be redeemed from maturities selected by the City, and Bonds of less than a full maturity will be selected by the Trustee in multiples of \$5,000 principal amount.

Extraordinary Optional Redemption. The Bonds are subject to redemption and payment prior to the stated maturity thereof, at the option of the City, in whole or in part on any date, at a redemption price of 100% of the principal amount of the Bonds being called for redemption, plus accrued interest thereon to the redemption date, upon the occurrence of any of the following conditions or events:

- (1) if title to, or the use for a limited period of, all or substantially all of the improvements is condemned by any authority having the power of eminent domain (other than the City or any entity controlled by or otherwise affiliated with the City);
- (2) if title to all or substantially all of the improvements is found to be deficient or nonexistent to the extent that the efficient utilization of such improvements by the City is impaired;
- (3) if all or substantially all of the improvements are damaged or destroyed by fire or other casualty; or
- (4) if as a result of changes in the Constitution of Missouri, or of legislative or administrative action by the State of Missouri or any political subdivision thereof, or by the United States, or by reason of any action instituted in any court, this Indenture shall become void or unenforceable or impossible of performance without unreasonable delay, or in any other way by reason of such change of circumstances, unreasonable burdens or excessive liabilities are imposed on the City.

Mandatory Sinking Fund Redemption. The Bonds maturing on November 1, 20__ are subject to mandatory sinking fund redemption and payment prior to stated maturity on November 1 in each year, at 100% of the principal amount thereof, plus accrued interest to the redemption date, without premium, in accordance with the mandatory sinking fund schedule determined as set forth below:

* Preliminary, subject to change.

Term Bonds

<u>November 1</u>	<u>Principal Amount</u>
20	\$,000
20	,000
20	,000
20	,000
20	,000
20	,000
20*	,000

*Final maturity.

The Trustee shall make timely selection of such Bonds or portions thereof to be so redeemed in Authorized Denominations of principal amount in such equitable manner as the Trustee may determine and shall give notice thereof without further instructions from the City. At the option of the City, to be exercised on or before the 45th day next preceding each mandatory redemption date, the City may: (1) deliver Bonds to the Trustee for cancellation in the aggregate principal amount desired; or (2) furnish to the Trustee moneys, together with appropriate instructions, for the purpose of purchasing any Bonds from any owner thereof in the open market at a price not in excess of 100% of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Bonds which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation to redeem the related Bonds on the next mandatory redemption date applicable to Bonds that is at least 45 days after receipt by the Trustee of such instructions from the City, and any excess of such amount shall be credited on future mandatory redemption obligations for the related Bonds in chronological order or such other order as the City may designate, and the principal amount of Bonds to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the City will, on or before the 45th day next preceding the applicable mandatory redemption date, furnish the Trustee a certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with in respect to such mandatory redemption payment, and the certificates for the Bonds to be cancelled, if any, pursuant to clause (1) above.

Notice and Effect of Call for Redemption. If any of the Bonds are to be redeemed prior to maturity, the Trustee will give written notice of the City's intention to redeem and pay the Bonds by first-class mail to the original purchaser of the Bonds, and to the Registered Owner of each Bond, said notice to be mailed not less than 30 days prior to the redemption date. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed will become due and payable on the redemption date, at the redemption price therein specified, and from and after the redemption date (unless the City defaults in the payment of the redemption price) such Bonds or portion of Bonds shall cease to bear interest.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent will provide the notices of Bonds to be redeemed to DTC. It is expected that DTC will, in turn, notify the DTC Participants and that the DTC Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of DTC or a DTC Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Paying Agent, a DTC Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, will not affect the validity of the redemption of such Bond.

Book-Entry Only System

Ownership interests in the Bonds will be available to purchasers only through a book-entry only system (the “**Book-Entry Only System**”) described in *Appendix E*.

Registration, Transfer and Exchange of Bonds Upon Discontinuance of Book-Entry Only System

If the Book-Entry Only System is discontinued the following provisions would apply: Each Bond when issued will be registered by the Trustee in the name of the owner thereof on the Bond Register. Bonds are transferable only upon the Bond Register upon presentation and surrender of the Bonds, together with instructions for transfer. Bonds may be exchanged for Bonds in the same aggregate principal amount and maturity upon presentation to the Trustee, subject to the terms, conditions and limitations set forth in the Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, transfer or exchange.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Sources of Payment

Annual Appropriation Obligations. The Bonds and the interest thereon constitute special obligations of the City payable solely from Appropriated Moneys. The Bonds do not constitute general obligations or an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the City does not pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys or property to the City to pay the principal of and interest on the Bonds. See “*Appendix B – Definitions of Words and Terms and Summary of the Indenture.*”

In the Bond Ordinance, the City Council has directed the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals, subject to the provisions of the Indenture, from and after delivery of the Bonds and so long as any of the Bonds are outstanding, to (1) include in each annual budget prepared and presented to the City Council an appropriation of the amount necessary to pay debt service on the Bonds in the next succeeding Fiscal Year, and (2) take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to pay such debt service on the Bonds in the next succeeding Fiscal Year.

The payment of the principal of and interest on the Bonds and other payments by the City under the Indenture are subject to annual appropriation by the City. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council. No property of the City is pledged or encumbered as security for payment of the Bonds.

Possible Source of Repayment for the Bonds.

The City anticipates that Appropriated Moneys will be derived primarily from certain property tax revenues collected by the City. In 1999, and again in 2001, 2004 and 2017, the City submitted to its voters the question of whether or not it should levy a property tax levy of \$.27 per \$100 of assessed valuation (the “**Level Property Tax**” or “**LPT**”) to fund certain public improvements, with the tax levy to stay in place until bonds issued to fund the projects were repaid. The Bonds qualify as bonds issued to fund projects approved in the ballot question because of the use of the proceeds thereof to fund the Project.

The City currently intends to use a portion of the revenues from the LPT for repayment of the Bonds, subject to annual appropriation. The City currently has other bonds outstanding which it intends to pay from the LPT, and may in the future issue other bonds that it may repay from the LPT without limitation as to amount, or use LPT proceeds for other expenses without issuing bonds.

There can be no assurance that (i) the City Council of the City will appropriate any of the Level Property Tax for the purpose of paying debt service on the Bonds, or (ii) that proceeds of the Level Property Tax will not be used for other purposes, including payment of debt service on other bonds or paying for eligible projects, in lieu of paying debt service on the Bonds. Neither the Level Property Tax nor any other revenues are pledged as security for payment of the Bonds.

For these reasons, **prospective investors should not rely solely upon the City's receipt or use of the Level Property Tax revenues as a source of repayment of the Bonds, but should instead evaluate the likelihood that the City will continue to appropriate moneys from those and/or other available sources sufficient to make payments of principal and interest on the Bonds.**

DEBT SERVICE*

Set forth below are the estimated annual debt service requirements for the Bonds being offered.

[insert debt service schedule]

RISK FACTORS

The following describes certain risk factors affecting the payment of and security for the Bonds. The following discussion is not meant to be an exhaustive list of the risks associated with the purchase of Bonds and does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Bonds. There can be no assurance that other risk factors will not become material in the future.

THE BONDS DO NOT GIVE RISE TO A GENERAL OBLIGATION OR OTHER INDEBTEDNESS OF THE CITY, THE STATE OF MISSOURI, OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER DEBT LIMITATION OR PROVISION.

THE BONDS SHALL BE SPECIAL OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE ANNUAL APPROPRIATION OF FUNDS BY THE CITY FOR THAT PURPOSE AS DESCRIBED HEREIN. IN EACH FISCAL YEAR, PAYMENTS OF PRINCIPAL OF AND INTEREST ON THE BONDS SHALL BE MADE SOLELY FROM THE AMOUNTS APPROPRIATED THEREFOR FROM (1) THE INCOME AND REVENUES OF THE CITY PROVIDED FOR SUCH YEAR PLUS (2) ANY UNENCUMBERED BALANCES FOR PREVIOUS YEARS, AND THE DECISION WHETHER TO MAKE SUCH APPROPRIATION EACH YEAR SHALL BE WITHIN THE SOLE DISCRETION OF THE THEN CURRENT CITY COUNCIL. SUBJECT TO THE PRECEDING SENTENCE, THE OBLIGATIONS OF THE CITY TO MAKE PAYMENTS HEREUNDER AND TO PERFORM AND OBSERVE ANY OTHER COVENANT AND AGREEMENT CONTAINED IN THE INDENTURE SHALL BE ABSOLUTE AND UNCONDITIONAL.

IF THE CITY FAILS TO APPROPRIATE AMOUNTS SUFFICIENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS IN ANY FISCAL YEAR, NO OTHER FUNDS OR PROPERTY WILL BE AVAILABLE TO PAY SUCH PRINCIPAL AND INTEREST. NO PROPERTY

OF THE CITY IS PLEDGED OR ENCUMBERED TO SECURE PAYMENT OF THE BONDS. NO DEBT SERVICE RESERVE FUND HAS BEEN ESTABLISHED FOR THE BONDS.

LEGAL MATTERS

Legal Proceedings

As of the date hereof, there is no controversy, suit or other proceeding of any kind pending or threatened against the City wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act in connection with the authorization, issuance and sale of the Bonds, or the constitutionality or validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof, or which might affect the City's ability to meet its obligations to pay the Bonds.

Approval of Legality

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approving legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, as Bond Counsel to the City. Certain legal matters will be passed upon for the City by the Office of the City Attorney. Certain legal matters will be passed upon for the City by Gilmore & Bell, P.C., Kansas City, as Disclosure Counsel to the City. Certain legal matters will be passed upon for the Underwriter by Armstrong Teasdale LLP, Kansas City, Missouri, as counsel to the Underwriter. The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or for the future performance of parties to such transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel, under the law existing as of the issue date of the Bonds:

Federal and Missouri Tax Exemption. The interest on the Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is exempt from income taxation by the State of Missouri.

Alternative Minimum Tax. Interest on the Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bank Qualification. The Bonds have not been designated as “qualified tax-exempt obligations” within the meaning of Section 265(b) of the Code.

Bond counsel’s opinions are provided as of the date of the original issue of the Bonds, subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Bonds in gross income for federal and Missouri income tax purposes retroactive to the date of issuance of the Bonds. Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Bonds but has reviewed the discussion under the heading “**TAX MATTERS.**”

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount (“OID”) is the excess of the stated redemption price at maturity of a Bond over its issue price. The issue price of a Bond is the first price at which a substantial amount of the Bonds of that maturity have been sold (ignoring sales to bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). Under Section 1288 of the Code, OID on tax-exempt bonds accrues on a compound basis. The amount of OID that accrues to an owner of a Bond during any accrual period generally equals (1) the issue price of that Bond, plus the amount of OID accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Bond during that accrual period. The amount of OID accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner’s tax basis in that Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of OID.

Original Issue Premium. If a Bond is issued at a price that exceeds the stated redemption price at maturity of the Bond, the excess of the purchase price over the stated redemption price at maturity constitutes “premium” on that Bond. Under Section 171 of the Code, the purchaser of that Bond must amortize the premium over the term of the Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in the Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner. This will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange or Retirement of Bonds. Upon the sale, exchange or retirement (including redemption) of a Bond, an owner of the Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Bond. To the extent a Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Bonds, and to the proceeds paid on the sale of the Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Bonds should be aware that ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Bonds, including the possible application of state, local, foreign and other tax laws.

RATING

Moody's Investors Service ("**Moody's**") has assigned the Bonds the rating set forth on the cover page hereof. Such rating reflects only the view of such rating agency at the time such rating is given, and the City will make no representation as to the appropriateness of such rating or that such rating would not be changed, suspended or withdrawn.

Moody's relies on the City, accountants and others for the accuracy and completeness of the information submitted in connection with ratings. A bond rating is not a "market" rating nor a recommendation to buy, hold or sell the Bonds, and such ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of rating could have an adverse effect on the market price and marketability of the Bonds. An explanation of the significance of such ratings may be obtained only from Moody's at the following address: Moody's Investors Service, 99 Church Street, New York, NY 10007.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "**Underwriter**") has agreed, subject to certain conditions, to purchase the Bonds from the City at a price of \$_____ (\$_____ par amount of the Bonds, plus net original issue premium of \$_____, less an underwriting discount of \$_____). The Underwriter is purchasing the Bonds from the City for resale in the normal course of the Underwriter's business activities. The Underwriter will sell certain of the Bonds at a price greater than such purchase price,

as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Bonds to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine.

The Underwriter intends to offer the Bonds to the public initially at the offering prices set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. In connection with this offering, the Underwriter may overallocate or effect transactions which stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has read and participated in the preparation of certain portions of this Official Statement and has supervised the compilation and editing thereof. The Underwriter has not, however, independently verified the factual and financial information contained in this Official Statement and, accordingly, expresses no view as to the sufficiency or accuracy thereof.

To the extent legally permitted, the City has agreed to indemnify the Underwriter against certain civil liabilities, including certain liabilities under the federal securities laws.

CONTINUING DISCLOSURE

General

The City has agreed to provide to the Municipal Securities Rulemaking Board the audited financial statements and certain operating data of the City. The City has agreed to have updated financial information and operating data for the City available within 180 days after the end of each fiscal year of the City. The financial statements of the City are audited by the City's independent certified public accountants. The City has also agreed to provide notice to the Municipal Securities Rulemaking Board of the occurrence of certain material events with respect to the Bonds. These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission. See *Appendix C – Summary of the Continuing Disclosure Agreement*.

Compliance With Prior Continuing Disclosure Undertakings

The City failed to timely file certain operating data required to be provided pursuant to prior undertakings under SEC Rule 15c2-12 for the fiscal years ended June 30, 2015, and June 30, 2016, and failed to file notices of such failure to file. The City filed its audited financial statements on a timely basis for the fiscal years ended June 30, 2015, and June 30, 2016, but did not timely cross-reference the audited financial statements on EMMA to all outstanding issues.

During the past five years the City did not make timely filings of event notices on EMMA relating to certain bond calls, defeasances or rating changes. The City believes this information was disseminated or available through other sources.

MISCELLANEOUS

Certification and Other Matters Regarding Official Statement

Information set forth in this Official Statement has been furnished or reviewed by certain officials of the City, certified public accountants, and other sources, as referred to herein, which are believed to be reliable. Any statements made in this Official Statement involving matters of opinion, estimates or projections, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or projections will be realized.

Simultaneously with the delivery of the Bonds, the City Manager of the City, acting on behalf of the City, will furnish to the Underwriter a certificate that will state, among other things, that to the best knowledge and belief of such officer, this Official Statement (and any amendment or supplement hereto) as of the date of sale and as of the date of delivery of the Bonds does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements herein, in light of the circumstances under which they were made, not misleading in any material respect.

The form of this Official Statement, and its distribution and use by the Underwriter, has been approved by the City. Neither the City nor any of its officers, councilmen or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the financial condition of the City or the City's ability to make payments required of it; and further, neither the City nor its officers, councilmen or employees assumes any duties, responsibilities or obligations in relation to the issuance of the Bonds other than those either expressly or by fair implication imposed on the City by the Indenture.

Additional Information

Additional information regarding the City or the Bonds may be obtained from the Director of Finance, City of Springfield, 840 Boonville Avenue, P.O. Box 8368, Springfield, Missouri 65801-8368 (417-864-1625), or from the Underwriter, Stifel, Nicolaus & Company, Incorporated, Attention: Michael Short, 4801 Main Street, Suite 530, Kansas City, Missouri 64112, (816) 283-5334.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

APPENDIX A
CITY OF SPRINGFIELD, MISSOURI
GENERAL, ECONOMIC AND FINANCIAL INFORMATION

APPENDIX D

CITY OF SPRINGFIELD, MISSOURI

**COMPREHENSIVE ANNUAL FINANCIAL REPORT
WITH INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED JUNE 30, 2019**

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

The following information concerning DTC and DTC's Book-Entry Only System has been obtained from sources that the City believes to be reliable, but is not guaranteed as to accuracy or completeness by and is not to be construed as a representation by the City, the Paying Agent or the Underwriter. The City, the Paying Agent and the Underwriter make no assurances that DTC, Direct Participants, Indirect Participants or other nominees of the Beneficial Owners will act in accordance with the procedures described above or in a timely manner.

1. The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Payments of principal of or redemption price and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

10. The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

None of the Underwriter, the Trustee nor the City will have any responsibility or obligations to any Direct Participants or Indirect Participants or the persons for whom they act with respect to (i) the accuracy of any records maintained by DTC or any such Direct Participant or Indirect Participant; (ii) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal or redemption price or interest on the Bonds; (iii) the delivery by any such Direct Participant or Indirect Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Indenture to be given to owners of the Bonds; (iv) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (v) any consent given or other action taken by DTC as Bondholder.

APPENDIX F

**REPORT OF GRS RETIREMENT CONSULTING MISSOURI LAGERS GASB STATEMENT NO. 68
EMPLOYER REPORTING ACCOUNTING SCHEDULES – JUNE 30, 2019; CITY OF SPRINGFIELD
POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM ACTUARIAL VALUATION
AS OF JUNE 30, 2019; CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS'
RETIREMENT SYSTEM GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2018, TO
JUNE 30, 2019**

**REPORT OF GRS RETIREMENT CONSULTING MISSOURI LAGERS GASB STATEMENT NO.
68 EMPLOYER REPORTING ACCOUNTING SCHEDULES – JUNE 30, 2019**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
ACTUARIAL VALUATION AS OF JUNE 30, 2019**

**CITY OF SPRINGFIELD POLICE OFFICERS' AND FIRE FIGHTERS' RETIREMENT SYSTEM
GASB 67 AND 68 DISCLOSURE FOR FISCAL YEAR JULY 1, 2018 TO JUNE 30, 2019**

Exhibit C

Gilmore & Bell, P.C.
January 7, 2020

TAX COMPLIANCE AGREEMENT

Dated as of [February 1, 2020**]**

Between

CITY OF SPRINGFIELD, MISSOURI,

And

**BOKE, N.A.,
as Trustee**

**[\$[Principal Amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2020**

TAX COMPLIANCE AGREEMENT

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Exhibit A – Debt Service Schedule and Proof of Bond Yield

Exhibit B – IRS Form 8038-G

Exhibit C – Resolution of Official Intent

Exhibit D – Description of Property Comprising the Financed Facility

Exhibit E – Sample Annual Compliance Checklist

Exhibit F – Sample Final Written Allocation

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TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), entered into as of [**February 1, 2020**], between **CITY OF SPRINGFIELD, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “City”) and **BOKE, N.A.**, national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the issuance by the City of \$[Principal Amount] principal amount of Special Obligation Improvement Bonds, Series 2020 (the “Bonds”), under a Trust Indenture dated the date of this Tax Agreement (the “Indenture”) between the City and the Trustee, for the purposes described in this Tax Agreement and in the Indenture.

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 Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, representations, and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

4. The City adopted a Tax-Exempt Financing Compliance Policy and Procedure on May 7, 2012, as it may from time to time be amended (the “Tax Compliance Procedure”) for the purpose of setting out general procedures to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Indenture, 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 Agreement have the following meanings:

“Adjusted Gross Proceeds” means the Gross Proceeds of the Bonds reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period, and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

“Annual Compliance Checklist” means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date as further described in **Section 4.01** and substantially in the form attached as **Exhibit E**.

“Available Construction Proceeds” means the sale proceeds of the Bonds increased by (i) Investment earnings on the sale proceeds, (ii) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Bonds but not funded from the Bonds, and (iii) earnings on such earnings, reduced by sale proceeds (A) in any reasonably required reserve fund or (B) used to pay issuance costs of the Bonds. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (a) the second anniversary of the Issue Date or (b) the date the Financed Facility is substantially completed.

“Bona Fide Debt Service Fund” means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year; and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

“Bond” or **“Bonds”** means any bond or bonds described in the recitals, authenticated and delivered under the Indenture.

“Bond Compliance Officer” means the City’s Director of Finance or other person named in the Tax Compliance Procedure.

“Bond Counsel” means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the City.

“Bond Year” means each one-year period (or shorter period for the first Bond Year) ending May 1, or another one-year period selected by the City.

“City” means the City of Springfield, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

“Code” means the Internal Revenue Code of 1986, as amended.

“Computation Date” means each date on which arbitrage rebate for the Bonds is computed. The City may treat any date as a Computation Date, subject to the following limits:

- (a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

- (b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and
- (c) the date the last Bond is discharged is the final Computation Date.

The City selects February 1, 2025 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

“Final Written Allocation” means the Final Written Allocation of expenditures prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** of this Tax Agreement.

“Financed Facility” means the portion of the Project being financed or refinanced with the proceeds of the Bonds as described on **Exhibit D**.

“Gross Proceeds” means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Project Fund.
- (2) Costs of Issuance Fund.
- (3) Debt Service Fund.
- (4) Rebate Fund (to the extent funded with sale proceeds or Investment proceeds of the Bonds).

“Guaranteed Investment Contract” is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

“Indenture” means the Trust Indenture, dated the date of this Tax Agreement, between the City and the Trustee, as amended and supplemented in accordance with the provisions of the Indenture.

“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 United States Internal Revenue Service.

“Issue Date” means **[**February 26, 2020**]**.

“Management or Service 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 any function of the Financed Facility, such as a contract to manage the entire

Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing, or similar services), however, are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

“Minor Portion” means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

“Net Proceeds” means when used in reference to the Bonds, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Bond proceeds or the Financed Facility are “used” in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility, will constitute use under Regulations § 1.141-3.

“Non-Qualified User” means any person or entity other than a Qualified User.

“Official Intent Date” means _____, 20__ as described in **Section 2.1(i)**.

“Opinion of Bond Counsel” means the written opinion of Gilmore & Bell, P.C. or other nationally recognized firm of bond counsel. Unless otherwise specifically noted herein an Opinion of Bond Counsel must conclude that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

“Output Contract” is defined in Regulations § 1.141-7 and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of Financed Facility. A similar contract with a Qualified User is not an Output Contract.

“Post-Issuance Tax Requirements” means those requirements related to the use of proceeds of the Bonds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date of the Bonds.

“Project” means all of the property being acquired, developed, constructed, renovated, and equipped by the City using Bond proceeds and other money contributed by the City, as described on **Exhibit D**.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“Qualified Use Agreement” means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the City’s governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) 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 Financed Facility 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.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) 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, (2) 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 (3) the Financed Facility 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 Financed Facility 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.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility 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 Financed Facility 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.

“Reasonable Retainage” means Gross Proceeds retained by the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Bonds on the date 18 months after the Issue Date, or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

“Rebate Analyst” means [_____], or any successor rebate analyst selected pursuant to this Tax Agreement.

“Regulations” means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

“Tax Agreement” means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

“Tax Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Policy and Procedure, dated May 7, 2012, as it may from time to time be amended.

“Tax-Exempt Bond File” means documents and records for the Bonds maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

“Transcript” means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

“Trustee” means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Indenture.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, underwriter of the Bonds.

“Yield” means yield on the Bonds, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and covenants as follows:

(a) *Organization and Authority.* The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Indenture, to enter into, execute and deliver the Indenture, the Bonds, and this Tax Agreement and to carry out its obligations under this Tax Agreement and under such documents, and (3) by all necessary action has been duly authorized to execute and deliver the Indenture, the Bonds, and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Representation and Covenants and Allocation of Proceeds to Project.*

(1) In order to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code; (2) will not use or invest, or permit the use or Investment of, any Bond proceeds, other money held under the Indenture, or other funds of the City, in a manner that would violate applicable provisions of the Code; and (3) will not use, or permit the use of, any portion of the Financed Facility in a manner that would cause any Bond to become a “private activity bond” as defined in Code § 141.

(2) The City will finance the Project with Bond proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed

with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Bond proceeds (that is, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds.* Throughout the Measurement Period, all of the Financed Facility is expected to be owned by the City or another Qualified User. Throughout the Measurement Period, no portion of the Financed Facility is expected to be used in a Non-Qualified Use. Throughout the Measurement Period, the City will not permit any Non-Qualified Use of the Financed Facility without first obtaining an Opinion of Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment.* As of the Issue Date, the City expects that none of the principal of and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (i) any interest in property used or to be used for a Non-Qualified Use, or (ii) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the forgoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Bonds without first obtaining an Opinion of Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the Net Proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements.* As of the Issue Date, the City has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the City will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first obtaining an Opinion of Bond Counsel.

(g) *Leases.* As of the Issue Date, the City has not entered into any leases of any portion of the Financed Facility other than Qualified Use Agreements. During the Measurement Period, the City will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Bond Counsel.

(h) *Output Contracts.* As of the Issue Date, the City does not have any Output Contract. During the Measurement Period, the City will not enter into any Output Contract without first obtaining an Opinion of Bond Counsel.

(i) *Limit on Maturity of Bonds.* A list of the assets included in the Financed Facility and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit D**. Based on this computation, the “average maturity” of the Bonds, as computed by Bond Counsel, does not exceed 120% of the average reasonably expected economic life of the Financed Facility.

(j) *Expenditure of Bond Proceeds.*

(1) Allocation. The City will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made

more than 18 months following the later of (i) the date of the expenditure or (ii) the date the Financed Facility was placed in service.

(2) Reimbursement of Expenditures; Official Intent. On the Official Intent Date, the governing body of the City adopted a resolution declaring the intent of the City to finance the Financed Facility with tax-exempt bonds and to reimburse the City for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the resolution is attached to this Tax Agreement as **Exhibit C**. **[**The City will not allocate any proceeds of the Bonds to reimburse and expenditure paid prior to the Issue Date.**]** **[**\$_____ of the proceeds of the Bonds will be allocated to expenditures paid by the City prior to the Issue Date and should be shown on line 45a of Form 8038-G. No portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the resolution was adopted.**]** No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.

(k) *Registered Bonds.* The Indenture requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(l) *Bonds Not Federally Guaranteed.* The City will not take any action or permit any action to be taken which would cause any Bond to be “federally guaranteed” within the meaning of Code § 149(b).

(m) *IRS Form 8038-G.* Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the City contained in this Tax Agreement or otherwise provided by the City. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City’s records. City agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the “as-filed” copy along with proof of filing will be included as **Exhibit B**.

(n) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within 3 years after the Issue Date, and not more than 50% of the proceeds of the Bonds will be invested in Investments having a substantially guaranteed Yield for 4 years or more.

(o) *Compliance with Future Tax Requirements.* The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(p) *Single Issue; No Other Issues.* The Bonds constitute 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 Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(q) *Interest Rate Swap.* As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Bonds. The City will not enter into any such arrangement in the future without obtaining an Opinion of Bond Counsel.

(r) *Guaranteed Investment Contract.* As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The City will be responsible for complying Section 4.4(d) if it decides to enter into a Guaranteed Investment Contract at a later date.

(s) *Bank Qualified Tax-Exempt Obligation.* The Bonds have not been designated “qualified tax-exempt obligations” under Code § 265(b)(3).

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Bond Counsel, specifically referencing the Bonds and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(b) The Trustee, acting on behalf of the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an Investment banking firm to provide the Trustee with such information as it may request in order to determine all matters relating to (1) the Yield on the Bonds as it relates to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Code § 148, and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds; provided, however, if the Trustee is not retained to serve as bond trustee for any obligation issued to refund the Bonds (a “Refunding Obligation”), then the Trustee may satisfy its record retention duties under this **Section 2.3(c)** by providing copies of all records in its possession related to the Bonds to the bond trustee for the Refunding Obligation or other party agreed upon by the City.

Section 2.3. Survival of Representations and Covenants. All representations, covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** is to certify, under Regulations § 1.148-2(b), the City’s expectations as to the sources, uses and investment of Bond proceeds and other money, in

order to support the City's conclusion that the Bonds are not arbitrage bonds. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this **Article III** are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the City's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Bonds are being issued for the purpose of (a) providing funds to finance the costs of the Financed Facility and (b) paying certain costs of issuing the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established under the Indenture:

- (1) Project Fund.
- (2) Costs of Issuance Fund.
- (3) Debt Service Fund.
- (4) Rebate Fund.

Section 3.5. Amount and Use of Bond Proceeds and Other Money.

(a) *Amount of Bond Proceeds.* The total proceeds to be received by the City from the sale of the Bonds will be as follows:

Principal Amount	\$0.00
Net Original Issue Premium/(Discount)	0.00
Underwriting Discount	(0.00)
Total Proceeds Received by City	<u>\$ 0.00</u>

(b) *Use of Bond Proceeds and other Amounts.* The Bond proceeds and other amounts are expected to be allocated to expenditures as follows:

(1) \$_____ of Bond proceeds will be deposited in the Costs of Issuance Fund and will be used to pay certain costs of issuing the Bonds.

(2) \$_____ of Bond proceeds will be deposited in the Project Fund and will be used to pay costs of the Financed Facility.

Section 3.6. Multipurpose Issue. The City is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes pursuant to Regulations § 1.148-9(h)(3)(i).

Section 3.7. No Refunding. No proceeds of the Bonds will be used to pay principal of or interest on any other debt obligation.

Section 3.8. Project Completion. The City has incurred, or will incur within 6 months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within 3 years after the Issue Date.

Section 3.9. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Fund. Except for the Debt Service Fund, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Fund is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the City expects that the Debt Service Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *Debt Service Reserve Fund.* No reserve or replacement fund has been established for the Bonds.

(b) *No other Replacement or Pledged Funds.* None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead has been or will be used to acquire higher yielding Investments. Except for the Debt Service Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the City encounters financial difficulty.

Section 3.11. Purpose Investment Yield. The proceeds of the Bonds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.12. Issue Price and Yield on Bonds.

(a) *Issue Price.* Based on the Underwriter's certifications in the Underwriter's Receipt for Bonds and Closing Certificate, the City hereby elects to establish the issue prices of the Bonds pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"). Therefore, the aggregate issue price of the Bonds for such purpose is \$_____.

(b) *Bond Yield.* Based on the issue price, the Yield on the Bonds is _____%, as computed by Bond Counsel as shown on **Exhibit A**. The City has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the City, do not exceed the cost of the governmental purpose of the Bonds as described above.

Section 3.14. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an “arbitrage bond” within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The City recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with tax-exempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the City.* The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer.* The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond 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 Bonds or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Bonds and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Indenture or State law.

Section 4.2. Record Keeping; Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until 3 years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (i) ensure an accurate and complete transfer of

the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (ii) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (iii) exhibit a high degree of legibility and readability both electronically and in hardcopy, (iv) provide support for other books and records of the City and (v) 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.

(b) *Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures.* The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Bond proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit F**.

(c) *Annual Compliance Checklist.* Attached as **Exhibit E** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Bond Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any Opinion of Bond Counsel required under the provisions of this Tax Agreement, including any Opinion of Bond Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Project Fund and Costs of Issuance Fund.* Bond proceeds deposited in the Project Fund and Cost of Issuance Fund and investment earnings on those proceeds may be invested without Yield restriction for up to 3 years following the Issue Date. If any unspent proceeds remain in those funds after 3 years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate and yield reduction amounts requirements of Code § 148.

(b) *Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion.* In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair

market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market.* Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City or the Trustee makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(i) The bid specifications are in writing and are timely forwarded to potential providers.

(ii) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(iii) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (A) that the potential provider did not consult with any other potential provider about its bid, (B) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (C) that the bid is not being submitted solely as a courtesy to the City, the Trustee, or any other person, for purposes of satisfying the requirements of the Regulations.

(iv) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(v) The terms of the solicitation take into account the City's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(vi) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(vii) At least three “reasonably competitive providers” are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(i) At least three bids are received from providers that were solicited as described above and that do not have a “material financial interest” in the issue. For this purpose, (A) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (B) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (C) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(ii) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(iii) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker’s fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee retain the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(i) A copy of the Guaranteed Investment Contract.

(ii) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(iii) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(iv) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments.* If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Bonds may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Bonds and will not otherwise affect the application of the Investment limitations described in **Section 4.3**. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** applies even if a portion of the Gross Proceeds of the Bonds is exempt from the rebate requirement. To the extent all or a portion of the Bonds is exempt from rebate the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6**. The City may defer the final rebate Computation Date and the payment of rebate for the Bonds to the extent permitted by Regulations §§ 1.148-7(b)(1) and 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions.*

(1) The City expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City.

(2) The following optional rebate spending exceptions can apply to the Bonds:

- 6-month spending exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).
- 18-month spending exception (Regulations § 1.148-7(d)).
- 2-year spending exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(3) The City expects to earn approximately \$_____ in investment earnings on Bond proceeds in the Project Fund.

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Debt Service Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the fund cannot be taken into account in computing arbitrage rebate and yield reduction amounts (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Bond Year, if the gross earnings on the Debt Service Fund for such Bond Year are less than \$100,000. If the average annual debt service on the Bonds does not exceed \$2,500,000, the \$100,000 earnings test may be treated as satisfied in every Bond Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending

exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Bonds is not taken into account as an expenditure for purposes of meeting any of the spending tests.

(2) The 6-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent within 6 months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within 1 year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Bonds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Adjusted Gross Proceeds Spent
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	Minimum Percentage of Available Construction Proceeds Spent
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2-year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the City uses due diligence to complete the Financed Facility and the failure does not exceed the lesser of 3% of the aggregate issue price the Bonds or \$250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2-year spending exceptions only, the Bonds meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months after the Issue Date in the case of the 18-month exception or 3 years after the Issue Date in the case of the 2-year spending exception.

Section 4.6. Computation and Payment of Arbitrage Rebate and Yield Reduction Amounts.

(a) *Rebate Fund.* The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount.* The Trustee will provide the Rebate Analyst Investment reports relating to each fund held by the Trustee that contains Gross Proceeds of the Bonds at such times as reports are provided to the City, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of Investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Bond Year and not later than ten days following each Computation Date. Each Investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Bonds, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received, and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate following each Computation Date and deliver a written report to the Trustee and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the arbitrage rebate due, the City will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Debt Service Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the City and may be used for any purpose not prohibited by law.

(c) *Rebate Payments.* Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the rebate amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations, and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason and the City fails to appoint a qualified

successor Rebate Analyst within thirty (30) days following notice of such resignation then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Filing Requirements. The Trustee and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Bond Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Indenture to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Bonds.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are cancelled; provided that, the provisions of **Article IV** of this Tax Agreement regarding payment of arbitrage rebate and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of **Section 4.2** relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Bondowners, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Agreement as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive this Opinion of Bond Counsel.

Section 5.3. Opinion of Bond Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Bond Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

Section 5.4. Reliance. In delivering this Tax Agreement the City and the Trustee are making only those certifications, representations and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand 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 Bonds and the exclusion from federal gross income of the interest on the Bonds.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Bonds. Nothing in this Tax Agreement or in the Indenture or the Bonds, express or implied, gives to any person, other than the parties to this Tax Agreement and their successors and assigns, and the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Bondowners or the other party or parties to this Tax Agreement pursuant to the terms of the Indenture or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

THE UNDERSIGNED, parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date of the Bonds.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A., as Trustee

By: _____
Title: _____

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

RESOLUTION OF OFFICIAL INTENT

EXHIBIT D

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITY

EXHIBIT E

SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds (“Bonds”) financing Project:	Special Obligation Improvement Bonds, Series 2020
Issue Date of Bonds:	[**February 26, 2020**]
Placed in service date of Project:	
Name of Bond Compliance Officer:	
Period covered by request (“Annual Period”):	

Item	Question	Response
1 Ownership	Was the entire Project owned by the City during the entire Annual Period?	☐ Yes ☐ No
	If answer above was “No,” was an Opinion of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
2 Leases & Other Rights to Possession	During the Annual Period, was any part of the Project leased 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 Bond Counsel obtained prior to entering into the lease or other arrangement?	☐ Yes ☐ No
	If Yes, include a copy of the Opinion in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond 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 the Project (e.g., cafeteria, gift shop, etc.) been assumed by or transferred to another entity?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the management or service agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Project?	☐ Yes ☐ No
	If answer above was “Yes,” was an Opinion of Bond Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

Item	Question	Response
5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Compliance Agreement been prepared for the current year?	☐ Yes ☐ No
	If No, contact Rebate Analyst and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT F

SAMPLE FINAL WRITTEN ALLOCATION

**[\$[Principal Amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2020]**

Final Written Allocation

The undersigned is the Bond 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 bond issue referenced above (the “Bonds”) 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 Bond 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 Bonds.

Background. The Bonds were issued on [**February 26, 2020**] (the “Issue Date”), by the City. The Bonds were issued in order to provide funds needed to finance improvements to the City’s stormwater system and certain fire stations and public works buildings (the “Project”). The Bonds were issued pursuant to a Trust Indenture between the City and the trustee for the Bonds. Proceeds of the Bonds were deposited to the following accounts:

Project Fund
Costs of Issuance Fund

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. A portion of the costs of the Project was paid from sale proceeds of the Bonds and the remaining portion of the costs of the Project was paid from earnings from the investment of bond sale proceeds as shown on **Schedule 1** to this Final Written Allocation.

Identification of Financed Assets. The portions of the Project financed from Bond proceeds (i.e., the “Financed Facility” referenced in the Tax Compliance Agreement) 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 Bonds 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 the sale of the Bonds and retained as underwriters discount are allocated to that purpose and spent on the Issue Date. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

Placed In Service. The Project 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: (a) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its design level; and (b) 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

[Insert Spreadsheet]

**SCHEDULE 2
TO FINAL WRITTEN ALLOCATION**

**IDENTIFICATION OF PROJECT ASSETS
&
DETAILED LISTING OF EXPENDITURES**

[Insert Spreadsheet]

Exhibit D

Gilmore & Bell, P.C.

January 7, 2020

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CONTINUING DISCLOSURE AGREEMENT

Dated as of February 1, 2020

Between

CITY OF SPRINGFIELD, MISSOURI

And

BOKF, N.A.

**\$(Principal Amount)
Special Obligation Improvement Bonds
Series 2020**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of February 1, 2020 (this “**Continuing Disclosure Agreement**”), is executed and delivered by the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”) and **BOKF, N.A.**, as dissemination agent (the “**Dissemination Agent**”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered in connection with the issuance by the City of \$[Principal Amount] **Special Obligation Improvement Bonds, Series 2020** (the “**Bonds**”), pursuant to Trust Indenture dated as of February 1, 2020, between the City and the Dissemination Agent, as trustee, related to the issuance of the Bonds (the “**Indenture**”).

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City is the only “**obligated person**” with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Agreement.

“**Beneficial Owner**” means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means BOKF, N.A., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not

include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on **July 1** and ending on **June 30** or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3(a)** of this Continuing Disclosure Agreement.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

Section 2. Provision of Annual Reports.

- (a) The City shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending June 30, 2020, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):
 - (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
 - (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Bonds, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City’s Fiscal

Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) Not later than **15** business days prior to the date specified in subsection (a) for filing the Annual Report with the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the trustee for the Bonds (if the trustee is not the Dissemination Agent) with written instructions to file the Annual Report as specified in subsection (a). If by such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the City to determine if the City is in compliance with subsection (a).
- (c) If the Dissemination Agent is unable to verify that the Annual Report has been filed with the MSRB by the date required in subsection (a), the Dissemination Agent shall send a notice in substantially the form attached as **Exhibit B** to the MSRB, of the failure of the City to file the Annual Report by the date specified.
- (d) The Dissemination Agent shall file a report with the City certifying that the Annual Report has been filed pursuant to this Continuing Disclosure Agreement and stating the date it was filed with the MSRB through EMMA.
- (e) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events.

- (a) Not later than **10** Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("**Material Events**"):
 - (1) principal and interest payment delinquencies;
 - (2) non-payment related defaults, if material;
 - (3) unscheduled draws on debt service reserves reflecting financial difficulties;
 - (4) unscheduled draws on credit enhancements reflecting financial difficulties;
 - (5) substitution of credit or liquidity providers, or their failure to perform;
 - (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
 - (7) modifications to rights of bondholders, if material;
 - (8) bond calls, if material, and tender offers;
 - (9) defeasances;
 - (10) release, substitution or sale of property securing repayment of the Bonds, if material;
 - (11) rating changes;
 - (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
 - (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive

- agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
 - (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
 - (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.
- (b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any event that it believes may constitute a Material Event, contact the Director of Finance of the City or his or her designee, or such other person as the City shall designate in writing to the Dissemination Agent from time to time, inform such person of the event, and request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (d). If in response to a request under this subsection (b), the City determines that the event does not constitute a Material Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (d).
- (c) Whenever the City obtains knowledge of the occurrence of a Material Event, because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the City shall promptly notify and instruct the Dissemination Agent in writing to report the occurrence pursuant to subsection (d).
- (d) If the Dissemination Agent receives written instructions from the City to report the occurrence of a Material Event, the Dissemination Agent shall promptly file a notice of such occurrence to the MSRB, with a copy to the City.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the City's obligations under this Continuing Disclosure Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Agreement, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Agreement. The initial Dissemination Agent is BOKF, N.A..

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement and any provision of this Continuing Disclosure Agreement may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the City and the Dissemination Agent with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Agreement.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Agreement, the City shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the City or the Dissemination Agent fails to comply with any provision of this Continuing Disclosure Agreement, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed an event of default under the Indenture or the Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be an action to compel performance.

Section 9. Duties and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and, to the extent permitted by law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The City shall pay the fees, charges and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

Section 10. Notices. Any notices or communications to or among any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by facsimile or by e-mail, receipt confirmed by telephone, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the City: City of Springfield, Missouri
840 Boonville Avenue
P.O. Box 8368
Springfield, Missouri 65801
Attention: Director of Finance
Telephone: (417) 864-1625
Fax: (417) 864-1880

To the Dissemination Agent: BOKF, N.A.
2405 Grand Boulevard, Suite 840
Kansas City, Missouri 64108
Attention: Corporate Trust Department
Telephone: (816) 932-7302
Fax: (816) 932-7315

Any person may, by written notice to the other persons listed above, designate a different address or an e-mail address, or telephone number or facsimile number to which subsequent notices or communications should be sent.

Section 11. Beneficiaries. This Continuing Disclosure Agreement shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Severability. If any provision in this Continuing Disclosure Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15. Governing Law. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City and the Dissemination Agent have caused this Continuing Disclosure Agreement to be executed as of the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Title: City Manager

BOKF, N.A.,
as Dissemination Agent

By: _____
Title: Authorized Officer

EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the following sections and tables contained in Appendix A of the final Official Statement relating to the Bonds:

- DEBT STRUCTURE OF THE CITY
 - Current General Obligation Indebtedness
 - Enterprise Fund Revenue Obligations of the City
 - Capital Lease Obligations
 - Section 108 Loan Guarantee Assistance Program
 - City Utilities Component Unit
 - Lease and Other Special Obligations of the City
- FINANCIAL INFORMATION CONCERNING THE CITY
 - Governmental Funds Summary
 - Sources of Revenue
 - Employee Retirement Systems and Plans
- PROPERTY TAX INFORMATION CONCERNING THE CITY
 - Property Valuations – *Assessed Valuation*
 - Major Property Taxpayers (not less than 10)
 - Property Tax Collections

EXHIBIT B

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Springfield, Missouri

Name of Bond Issue: \$[Principal Amount] Special Obligation Improvement Bonds, Series 2020
(the “Bonds”)

Name of Obligated Person: City of Springfield, Missouri (the “City”)

Date of Issuance: January __, 2020

NOTICE IS HEREBY GIVEN that the City of Springfield, Missouri has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement dated as of February 1, 2020, between the City and BOKF, N.A., as Dissemination Agent. [The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be provided by _____.]

Dated: _____, _____

BOKF, N.A., as Dissemination Agent
on behalf of **CITY OF SPRINGFIELD, MISSOURI**

cc: City of Springfield, Missouri

Exhibit E

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2020

February __, 2020

BOND PURCHASE AGREEMENT

City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, Missouri 65801

Ladies and Gentlemen:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”), hereby offers to purchase from the City of Springfield, Missouri (the “**City**”), a constitutional home rule charter city and political subdivision of the State of Missouri (the “**State**”), \$[principal amount] aggregate principal amount of Special Obligation Improvement Bonds, Series 2020 (the “**Bonds**”). The issuance and sale of the Bonds is authorized by an ordinance (the “**Bond Ordinance**”) adopted by the City Council of the City on February 10, 2020. Capitalized terms not otherwise defined herein have the meaning given such terms in the Bond Ordinance or the Trust Indenture between BOKF, N.A. (the “**Trustee**”) and the City (the “**Indenture**”) under which the Bonds are will be issued.

The Bonds are to be issued by the City pursuant to and in accordance with the provisions of the Constitution and laws of the State and the City’s Charter. The Bonds shall constitute special obligations of the City payable as to both principal and interest from amounts appropriated on an annual basis by the City Council of the City for that purpose. The Bonds do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or requirement but in each fiscal year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years.

The Bonds shall mature on the dates in the years and in the amounts, and shall bear interest at the rates per annum, set forth in **Schedule I** hereto.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 11:00 p.m., Kansas City, Missouri time, on February __, 2020. Upon your acceptance of the offer, the following agreement will be binding upon you and the Underwriter.

The words “Transaction Documents” when used herein shall mean, individually and collectively, the following: the Bonds; the Bond Ordinance; this Bond Purchase Agreement; the Indenture; the Tax Compliance Agreement between the Trustee and the City (the “**Tax Compliance Agreement**”); the Continuing Disclosure Agreement between the City and the Trustee, as dissemination agent (the “**Continuing**

Disclosure Agreement”); the Preliminary Official Statement (as defined herein); the Official Statement (as defined herein); and any and all other documents or instruments that evidence or are a part of the transactions referred to herein or in the Official Statement or contemplated hereby or by the Official Statement; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a party hereto, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

1. Purchase of Bonds. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City, and the City hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds at a purchase price of \$ _____ (which is equal to the aggregate principal amount of the Bonds, plus a [net original issue premium] of \$ _____, less an underwriting discount of \$ _____).

The City acknowledges and agrees that (i) the primary role of the Underwriter is to purchase securities pursuant to this Bond Purchase Agreement, for resale to investors, in an arm’s-length commercial transaction between the City and the Underwriter and the Underwriter has financial and other interests that differ from those of the City, (ii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed an advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters), (iii) the only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly as set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate.

2. Public Offering. The Underwriter intends to make a bona fide initial public offering of all of the Bonds at prices no higher than set forth on **Schedule I**; provided, however, that the Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Bonds. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the initial offering price or prices set forth in **Schedule I**. The Underwriter also reserves the right to (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

In conjunction with (i) an audit or inquiry by the Internal Revenue Service (the “**IRS**”) or the Securities and Exchange Commission (the “**SEC**”) relating to the pricing of the Bonds, or (ii) the implementation of future regulation or similar guidance from the IRS, the SEC or other federal or state regulatory authority regarding the retention of pricing data for the Bonds, at the request of the City, the Underwriter will provide information explaining the factual basis for the Underwriter’s representations in the Underwriter’s Receipt for Bonds and Closing Certificate relating to the pricing of the Bonds, other than information that would identify customers (e.g., name or account number). This agreement by the Underwriter to provide such information will continue to apply after the Closing Time (as defined herein) but shall not extend to any customer data or other confidential or proprietary information of the Underwriter.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City at Closing (as defined herein) an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications,

substantially in the form attached hereto as **Exhibit A**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in **Schedule I** attached hereto, the City will treat the first price or prices at which 10% of each maturity of the Bonds (the “**10% Test**”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% Test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Time has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “**Initial Offering Price**”) set forth in **Schedule I** attached hereto, except as otherwise set forth therein. **Schedule I** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% Test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the Initial Offering Price to the public of each such maturity as of the sale date as the issue price of that maturity (the “**Hold-The-Offering-Price Rule**”). So long as the Hold-The-Offering-Price Rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the Initial Offering Price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the Initial Offering Price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter;

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Time has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% Test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Time may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the Hold-The-Offering-Price Rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the Hold-The-Offering-Price Rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

4. Preliminary Official Statement and Official Statement. The City consents to and ratifies the use and distribution by the Underwriter prior to the date upon which the Official Statement is executed and available for distribution, of the Preliminary Official Statement dated February __, 2020 (which, together with the cover page, inside cover page and any exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds, is herein called the “**Preliminary Official Statement**”), in connection with the public offering of the Bonds. The City further confirms the authority of the Underwriter to use, and consents to the use of, the final Official Statement with respect to the Bonds in connection with the public offering of the Bonds. The City represents and warrants that the Preliminary Official Statement previously furnished to the Underwriter was “deemed final” by the City as of its date, and the City hereby reaffirms that the Preliminary Official Statement is deemed final, for purposes of Rule 15c2-12(b)(1) (the “**Rule**”) promulgated under the Securities Exchange Act of 1934, as amended, except for the omission of certain information permitted to be omitted by the Rule, such as offering prices, interest rates, selling commission, aggregate principal amount, principal per maturity, delivery date, ratings, and other terms of the Bonds depending on such matters.

The City hereby agrees to deliver to the Underwriter within seven business days after the date hereof, the Official Statement, dated the date hereof, relating to the Bonds (which, together with the cover page, and all exhibits, appendices, maps, pictures, diagrams, reports and statements included therein or attached thereto and any amendments and supplements that may be authorized for use with respect to the Bonds is herein called the “**Official Statement**”) executed on behalf of the City by a duly authorized officer, in such quantity

as the Underwriter may request to enable the Underwriter to provide the Official Statement to potential customers and to comply with any rules of the Municipal Securities Rulemaking Board (the “MSRB”) and the SEC.

The Preliminary Official Statement and/or the Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable MSRB rules and as may be agreed to by the City and the Underwriter. If the Official Statement is prepared for distribution in electronic form, the City hereby confirms that it does not object to distribution of the Official Statement in electronic form.

5. City’s Representations and Warranties. The City hereby agrees with, and makes the following representations and warranties to, the Underwriter as of the date hereof and as of the date of Closing:

(a) Status of the City. The City is, and will be at Closing, a duly organized constitutional home rule charter city and political subdivision of the State created and existing under the laws of the State and its charter with the power and authority to (i) operate, repair and maintain its governmental facilities, (ii) execute and deliver the Transaction Documents, and (iii) carry out and consummate the transactions contemplated by the Transaction Documents.

(b) Authorization to Enter into Transaction Documents. The City is authorized by the laws of the State and its Charter, (i) to issue, sell and deliver the Bonds for the purposes set forth in the opening paragraphs hereof and in the Bond Ordinance, and (ii) to adopt the Bond Ordinance and to enter into and perform its obligations under the Transaction Documents.

(c) Official Action. Prior to the Closing, the City shall have duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Official Statement, (ii) the approval, execution, delivery and receipt by the City of the Transaction Documents and/or 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 hereby and by the Official Statement, and (iii) the approval of the use of the Official Statement.

(d) Documents Legal, Valid and Binding. This Bond Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms. The Bonds when executed, issued, authenticated, delivered and paid for as herein and in the Bond Ordinance and Indenture provided and the Transaction Documents when executed will have been duly authorized and issued and will constitute valid and binding obligations of the City enforceable in accordance with their terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar law or laws affecting the enforcement of creditors’ rights generally or against municipal corporations such as the City from time to time in effect and further subject to the availability of equitable remedies).

(e) No Conflict or Breach. The City is not in breach of or default in any material respect under (i) any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or (ii) any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute an event of default under any such instrument; and neither the execution and delivery of any of the Transaction Documents, or the consummation of the transactions contemplated thereby, nor the fulfillment of or compliance with the terms and conditions thereof conflicts with or constitutes a breach of or default under (i) any applicable law, administrative regulation, judgment

or decree or (ii) the terms of any loan agreement, indenture, bond, note, ordinance, agreement or other instrument to which the City is a party or is otherwise subject; nor shall any such execution, delivery, adoption, fulfillment or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City (i) under the terms of any such law, administrative regulation, judgment or decree or (ii) under the terms of any such loan agreement, indenture, bond, note, ordinance, agreement or other instrument, except as provided by the Transaction Documents.

(f) No Litigation. Except as otherwise set forth in the Official Statement, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body, pending or, to the knowledge of the City, threatened against the City wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated hereby or by the Official Statement, including the status of the interest on the Bonds as excludable from gross income of the owners thereof for federal income tax purposes or as exempt from income taxation in the State, (ii) the validity or enforceability in accordance with their respective terms of the Bonds, the Bond Ordinance, the Indenture, this Bond Purchase Agreement or any agreement or instrument to which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement (nor to the best knowledge of the City, is there any basis therefor), (iii) the existence or powers of the City or the titles of its officers to their respective offices, or (iv) the financial condition of the City or the operation by the City of its property.

(g) No Consents or Approvals Required. The City has received all licenses, permits, or other regulatory approvals required (if any) to execute the Transaction Documents and to perform its obligations thereunder and the City is not in material default, and no event has occurred which would constitute or result in a material default under any such licenses, permits or approvals.

(h) Preliminary Official Statement and Official Statement True and Correct. The descriptions and information contained in the Preliminary Official Statement and the Official Statement are and, as of their respective dates and at the Closing shall be, true and correct and do not, and with respect to the Preliminary Official Statement and the Official Statement, as of their respective dates and at the Closing shall not, contain an untrue statement of a material fact and do not, with respect to the Preliminary Official Statement and Official Statement, as of their respective dates and at the Closing, shall not omit to state a material fact necessary to make any statement made therein, in light of the circumstances under which it was made, not misleading.

(i) No Default Under Transaction Documents. The execution and delivery by the City of the Bonds, the Transaction Documents and the other documents contemplated hereby and by the Official Statement to be executed and delivered by the City, compliance with the provisions thereof, and the approval of the use of the Official Statement do not conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree, order, agreement, ordinance, indenture, mortgage or lease by which the City is or may be bound. No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by the City under the Transaction Documents.

(j) Application of Bond Proceeds. The City represents and warrants that the proceeds of the Bonds shall be used as provided in the Transaction Documents. The City shall not take or omit to take any action which action or omission shall in any way cause or result in the proceeds

from the sale of the Bonds being applied in a manner other than as provided in the Transaction Documents and as described in the Preliminary Official Statement and the Official Statement.

(k) Securities Laws Cooperation. The City agrees to reasonably cooperate with the Underwriter in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such jurisdictions of the United States as the Underwriter may request; provided, however, that the City shall not be required with respect to the offer or sale of the Bonds, or otherwise, to file written consent to suit or to file written consent to service of process in any jurisdiction. The City consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement, by the Underwriter in obtaining such qualifications, subject to the right of the City to withdraw such consent for cause by written notice to the Underwriter.

(l) City Certificate. Any certificate signed by an authorized officer of the City and delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(m) Financial Statements. The financial statements of the City included as Appendix D to the Preliminary Official Statement and the Official Statement and any other later available unaudited financial data of the City furnished to the Underwriter present fairly the financial position of the City as of the dates indicated and the results of its operations for the periods specified in all material respects for the periods involved except as stated in the notes thereto. The financial statements include both the government-wide (the statement of net position and statement of activities) and fund financial statements. The financial statements of the City have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to local governmental units. The City has not since June 30, 2019 incurred any material liabilities and since such date there has been no material adverse change in the financial position of the City or the operation by the City of its property other than as may be set forth in the Preliminary Official Statement and the Official Statement.

Since June 30, 2019, except as described in the Preliminary Official Statement and the Official Statement, there has been no material decrease in the City’s fund balances, no increase in short-term debt or long-term debt of the City and no adverse change, or any development involving a prospective adverse change, in or affecting the general affairs, management, properties, financial position, or results of operations of the City, which in any such case is material to the City.

(n) Supplements to Official Statement. If the Official Statement is supplemented or amended pursuant to **subsection (o)** of this section, at the time of such supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subsection) at all times subsequent thereto including the Closing, the information contained in the Official Statement as provided in **subsection (h)** of this section, as so supplemented or amended, shall not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) Subsequent Events. If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Underwriter, and if in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official

Statement, the City shall, at the expense of the City, supplement or amend the Official Statement in a form and in a manner approved by the Underwriter.

(p) Continuing Disclosure. The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events. Except as otherwise disclosed in the Preliminary Official Statement and the Official Statement, the City has materially complied with all of its previous continuing disclosure obligations under the Rule.

6. Closing. Prior to or at 12:00 noon, Kansas City, Missouri time, on February __, 2020 or at such other time or such other date as shall have been mutually agreed upon by the City and the Underwriter (the “**Closing Time**”), the City will deliver, or cause to be delivered, to the Underwriter, the Bonds, in definitive form duly executed and authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Bonds by delivering to the City immediately available funds payable to the order of the City (or such other arrangement as shall be mutually agreed upon by the City and the Underwriter) in an amount equal to the purchase price. Such payment and delivery is referred to herein as the “**Closing.**”

Payment and delivery of the Bonds as aforesaid shall be made in Kansas City, Missouri, New York, New York, or such other place as is mutually agreed to by the City and the Underwriter. The Bonds will be delivered in denominations as set forth in the Indenture as definitive Bonds in fully registered form. The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company (“**DTC**”). One fully registered Bond certificate for each maturity in the principal amount of such maturity (as set forth in **Schedule I** hereto) will be deposited with DTC, or delivered to the Trustee for “**FAST**” delivery prior to the Closing pursuant to the rules and procedures of DTC.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds.

7. Events Permitting Underwriter to Terminate. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Bond Purchase Agreement, without liability to the Underwriter, by written notice to the City if, between the date of this Bond Purchase Agreement and the Closing, in the Underwriter’s sole and reasonable judgment, any of the following events shall occur (each, a “**Termination Event**”):

(a) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by any of the following events:

(i) Legislation shall be enacted or for the first time actively considered for enactment by the Congress of the United States (“**Congress**”) or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to Congress for passage by the President of the United States or a member of the President’s Cabinet, or a decision shall have been rendered by a federal court of the United States, a State court or the United States Tax Court, or a ruling, Ordinance, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States, the IRS or other federal or State authority with appropriate jurisdiction, with respect to federal or State taxation upon interest or other

income to be derived by the City pursuant to the Transaction Documents, or upon interest on the Bonds or securities of the general character of the Bonds; or

(ii) There shall have occurred a formal declaration of national emergency or war or engagement in military conflict or hostilities whether conventional, nuclear and/or biological, by the United States or by other sovereign state or states against the United States or the occurrence of any military conflict or hostilities whether conventional, nuclear and/or biological, involving the United States without the benefit of a formal declaration of war by the United States or any conflict involving the armed forces of the United States shall have escalated beyond the level of such conflict as of the date hereof, or the occurrence of any acts of terrorists or attacks by terrorists within or outside of the borders of the United States which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or the occurrence of any other national emergency or calamity, including natural disasters or a downgrade in the sovereign debt rating of the United States by any major credit rating agency or a payment default on United States Treasury obligations, which would cause the effective operation of the government of the United States to cease or which would cause the Underwriter to be unable to carry on its regular business; or

(iii) There shall be in force a general suspension of trading or material limitation on the New York Stock Exchange or another major exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(iv) Legislation shall have been enacted by Congress or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds, the Bond Ordinance, the Indenture or the Transaction Documents, or any comparable securities of the City are not exempt from registration, qualification or other requirements of the Securities Act of 1933, as amended (the "**Securities Act**") or the Trust Indenture Act or otherwise, or would be in violation of any provisions of the federal securities laws; or

(v) Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(vi) Any rating (A) on any bonds or other obligations of the City (B) if the Bonds are insured by a bond insurance policy, on the bond insurer, is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(b) Any fact, event or circumstance shall exist that either makes untrue or incorrect any statement or information contained in the Official Statement as then amended or supplemented (other than any statement provided by the Underwriter) or is not reflected in the Official Statement as then amended or supplemented, but should be reflected therein in order to make the statements and information contained therein, in the light of the circumstances under which they were made,

not misleading and, in either such event, the City refuses to permit the Official Statement to be supplemented or corrected in a form and manner approved by the Underwriter or supply such statement or information or if such supplement or correction would, in the opinion of the Underwriter, materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds at the contemplated offering prices; or

(c) A general banking moratorium shall have been declared by federal, State of Missouri or State of New York authorities and be in force; or

(d) A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(e) Other action or events shall have occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the federal income tax consequences of any of the transactions contemplated in connection herewith, or that securities of the general character of the Bonds shall not be exempt from registration under the Securities Act; or

(f) There shall have occurred since June 30, 2019, any material adverse change in the affairs of the City from that reflected in the financial statements of the City provided to the Underwriter in connection with the Bonds, not otherwise disclosed to the Underwriter or in the Official Statement; or

(g) Any representation of the City contained in this Bond Purchase Agreement or in any Transaction Document shall prove to be or to have been false in any material respect; or

(h) Litigation or an administrative proceeding or investigation shall be pending or threatened affecting, contesting, questioning or seeking to restrain or enjoin (i) the issuance or delivery of any of the Bonds or the payment, collection or application of the proceeds of the Bonds or of other moneys or securities pledged or to be pledged under the Transaction Documents, (ii) the validity of the Bonds, (iii) the validity of any of the Transaction Documents or any proceedings taken by the City with respect to any of the foregoing, (iv) the titles to office of any member of the City Council of the City, (v) the incorporation, organization or existence of the City, or (vi) the legal power or authority of the City to enter into and engage in any of the transactions contemplated by the Transaction Documents.

The Underwriter is not aware of any such Termination Event existing as of the date hereof that would permit the Underwriter to terminate its obligations to purchase the Bonds.

Upon the occurrence of a Termination Event and the termination of this Bond Purchase Agreement by the Underwriter, all obligations of the City and the Underwriter under this Bond Purchase Agreement shall terminate, without further liability, except that the City and the Underwriter shall pay their respective expenses as set forth in **Section 10** hereof.

8. Conditions to Closing. The obligations hereunder of each party hereto shall be subject to the performance by the other party of its respective obligations to be performed hereunder at and prior to Closing, to the accuracy in all material respects of the representations and warranties herein of the other party as of the date hereof and as of the Closing Time, and to the following conditions, including the delivery by the appropriate party hereto or other entities of such documents as are enumerated herein:

(a) At the Closing Time, (i) the Transaction Documents shall have been authorized, executed and delivered, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter and the City, the Closing in all events, however, to be deemed such approval, (ii) the proceeds of the sale of the Bonds shall have been deposited and applied as described in the Indenture and the Official Statement, (iii) the City shall have duly adopted and there shall be in full force and effect such ordinances as, in the opinion of Gilmore & Bell, P.C., Kansas City, Missouri (“**Bond Counsel**”), shall be necessary in connection with the transactions contemplated hereby, (iv) the City shall have delivered to the Underwriter the Official Statement within the time period and in a format that complies with the Rule and MSRB rules pursuant to **Section 4** hereof, and (v) the City shall have undertaken, pursuant to the Continuing Disclosure Agreement, to provide annual reports and notice of certain events.

(b) At or prior to the Closing Time, the Underwriter shall have received counterparts, copies or certified copies (as appropriate) of the following documents in form and substance satisfactory to Bond Counsel and the Underwriter:

(i) The approving opinion of Bond Counsel, dated the date of Closing, addressed to the City and the Underwriter, relating to the due authorization, execution and delivery of the Bonds, and the supplemental opinion of Bond Counsel.

(ii) A certificate of the City, dated the date of Closing, signed by authorized officials of the City, to the effect that (A) all representations and warranties of the City contained in this Bond Purchase Agreement are true and correct in all material respects on and as of the date of Closing with the same effect as if made on the date of Closing, (B) the City has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Time, (C) no event affecting the City has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of Closing any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not misleading in any material respect, and (D) there is no action, suit, proceeding or investigation before or by any court or public board or body pending or threatened against the City to restrain or enjoin the issuance, execution or delivery of the Bonds or in any manner questioning the proceedings or authority for the issuance of the Bonds or affecting directly or indirectly the validity of the Bonds or of any provisions made or authorized for their payment or contesting the existence of the City or the title of any of its officers to their respective offices.

(iii) The Official Statement authorized, approved and executed on behalf of the City by a duly authorized official thereof;

(iv) The Bond Ordinance, duly adopted by the City Council of the City.

(v) The Tax Compliance Agreement, duly executed by the City and Trustee;

(vi) The Continuing Disclosure Agreement duly executed by the City and the Dissemination Agent;

(vii) Letter from Moody’s Investors Service, assigning a rating of “_____”;

(viii) The Indenture, duly executed by the City and Trustee;

(ix) A certificate of the Trustee, dated the date of Closing, certifying to the receipt of the Purchase Price of the Bonds, and such other matters as shall be stated therein;

(x) A copy of the Blanket Issuer Letter of Representations; and

(xi) Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance with all legal requirements, the truth and accuracy, as of the Closing, of the representations herein and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied.

The documents to be delivered to the Underwriter pursuant to this Bond Purchase Agreement shall be deemed to be in compliance with the conditions of this Bond Purchase Agreement if, but only if, in the reasonable judgment of the Underwriter, they are satisfactory in form and substance. No condition hereof shall be deemed to have been waived by the Underwriter, unless expressed specifically in writing and signed by the Underwriter.

Unless performance is waived by the party for whose benefit a condition or obligation is intended, if any person shall be unable to satisfy the above conditions to the obligations of any party to this Bond Purchase Agreement, or if the obligations hereunder of any party shall be terminated for any reason permitted by this Bond Purchase Agreement and unless otherwise waived, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder; except that the respective obligations of the City and the Underwriter, as provided in **Section 10** hereof, shall continue in full force and effect.

9. Survival of Representations, Warranties and Agreements. All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of any other party and shall survive the Closing. The obligations of the City and the Underwriter under **Section 10** hereof shall survive any termination of this Bond Purchase Agreement.

10. Expenses. Whether or not the Bonds are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the City's obligations hereunder. If the Bonds are delivered by the City to the Underwriter, the City shall pay, from the proceeds of the Bonds or from other funds of the City, the following expenses: (a) the cost of preparing, duplicating or printing, mailing and delivering the Transaction Documents, including the cost of electronically distributing and printing copies of the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (b) the cost of preparation and printing of the definitive Bonds; (c) the fees and expenses of the City, the Trustee, Bond Counsel and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the City; (d) the charges of any rating agency with respect to the Bonds; (e) the fees and expenses of the City's accountants, if any, in connection with the issuance of the Bonds; and (f) all other fees and expenses reasonably incurred in connection with the preparation of the Transaction Documents and/or the initial offering and sale of the Bonds (including without limitation the fees of counsel to the Underwriter) except those to be paid by the Underwriter pursuant to the last paragraph of this **Section 10**. Unless the City and the Underwriter otherwise agree, the City shall pay from the proceeds of the Bonds or reimburse the Underwriter from its available funds (in either case, if permitted by applicable law) for all incidental costs (excluding entertainment expenses) paid by the Underwriter on behalf of the City in connection with the marketing, issuance and delivery of the Bonds.

If the Bonds are sold to the Underwriter by the City, the City shall pay out of the proceeds of the Bonds the discount of the Underwriter or the purchase price paid for the Bonds shall reflect such discount.

Except as otherwise provided in this **Section 10**, the Underwriter shall pay the cost, if any, of qualifying the Bonds for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Bonds and all other expenses incurred by it in connection with its public offering and distribution of the Bonds, not described above.

11. Amendments to Official Statement. If, after the date of this Bond Purchase Agreement and until the earlier of (a) ninety (90) days after the “end of the underwriting period” (as defined in the Rule) or (b) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, an event relating to or affecting the City shall occur, or come to the attention of the City, the City shall promptly notify the Underwriter and, if as a result of such event, it is necessary, in the opinion of Bond Counsel or the Underwriter, to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances then existing, the City will forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements not misleading. The expenses of preparing such amendment or supplement shall be borne by the City. Thereafter, all references to and representations regarding the Official Statement contained herein shall refer to or regard the Official Statement as so amended or supplemented. For the purpose of this Section, the City will furnish to the Underwriter such information with respect to the City as the Underwriter may from time to time reasonably request. If notification is given by the City, or such information comes to the attention of the Underwriter, after the Closing Time, the City shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

12. Third Party Beneficiaries. The City agrees that the Underwriter is and shall be a third party beneficiary of any and all representations and warranties made by the City in the Transaction Documents, to the same effect as if the City had made such representations and warranties to the Underwriter in this Bond Purchase Agreement.

13. Notices. Any notice or other communication to be given to the City under this Bond Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communications to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to the Underwriter at the following address:

Stifel, Nicolaus & Company, Incorporated
4801 Main St., Suite 530
Kansas City, Missouri 64112
Attention: Public Finance Department

14. Successors. This Bond Purchase Agreement is made for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter) and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

15. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

16. Effectiveness. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

17. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original and all together shall constitute but one and the same instrument.

18. Captions. The captions or headings in this Bond Purchase Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or section of this Bond Purchase Agreement.

19. Electronic Transactions. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Very truly yours,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

By: _____
Name: Michael Short
Title: Managing Director – Public Finance

Accepted and agreed to as of
the date first above written:

CITY OF SPRINGFIELD, MISSOURI

By: _____
Name: Justin Gage
Title: City Manager

SCHEDULE I
TO
BOND PURCHASE AGREEMENT

\$[principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2020

<u>Year</u> <u>(November 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Hold-The-</u> <u>Offering-</u> <u>Price</u> <u>Maturities</u>	<u>General Rule</u> <u>Maturities (At</u> <u>least 10% sold</u> <u>at Initial</u> <u>Offering Price)</u>
	\$	%	%		

EXHIBIT A
TO
BOND PURCHASE AGREEMENT

UNDERWRITER’S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

**[\$principal amount]
CITY OF SPRINGFIELD, MISSOURI
SPECIAL OBLIGATION IMPROVEMENT BONDS
SERIES 2020**

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated (the “Original Purchaser”), as the original purchaser of the above-described bonds (the “Bonds”), being issued on the date of this Certificate by the City of Springfield, Missouri (the “Issuer”), certifies and represents as follows:

1. **Bond Purchase Agreement.** We have entered into a Bond Purchase Agreement (the “Bond Purchase Agreement”), dated February __, 2020 (the “Sale Date”) with the Issuer, providing for the purchase by the Original Purchaser from the Issuer of the Bonds.

2. **Receipt for Bonds.** We acknowledge receipt on the date hereof of the Bonds, consisting of fully registered Bonds numbered from R-1 consecutively upward, in authorized denominations or integral multiples thereof. The Bonds consist of “book-entry-only” certificates in a form acceptable to the Original Purchaser which have been delivered to the Depository Trust Company (“DTC”) or to the Trustee for “FAST” delivery prior to the closing of the Bonds pursuant to the rules and procedures of DTC.

3. **Compliance with Bond Purchase Agreement.** We further acknowledge that we have timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to us pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds (except to the extent we have waived or consented to modification of certain provisions thereof), and that the Issuer has in all respects complied with and satisfied all of its obligations to us which are required under the Bond Purchase Agreement to be complied with and satisfied on or before the date hereof.

4. **Issue Price.**

For purposes of this section the following definitions apply:

“Effective Time” means the time on the Sale Date that the Bond Purchase Agreement to purchase the Bonds became enforceable.

[*“Holding Period” means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the Sale Date; or

- (2) the date and time at which the Original Purchaser has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.*]

“Initial Offering Price” means the price listed on **Schedule A** for each Maturity.

“Maturity” means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

“Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

“Undersold Maturity” or “Undersold Maturities” means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

“Underwriting Firm” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The Original Purchaser represents as follows:

1. Attached as **Attachment 1** is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.
2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.
3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.
4. [*As of the Effective Time there were no Undersold Maturities.*] [*For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.
5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.*]

The Issuer may rely on the foregoing representations in making its certification as to issue price of the Bonds under the Internal Revenue Code of 1986, as amended (the “Code”), and bond counsel may rely

on the foregoing representations in rendering its opinion on the exclusion from federal gross income of the interest on the Bonds. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by Gilmore & Bell, P.C., as bond counsel.

Nothing herein represents our interpretation of any laws or regulations under the Internal Revenue Code of 1986, as amended.

DATED: February ____, 2020.

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**, as underwriter

By: _____
Managing Director

By: _____
Director – Municipal Syndicate

SCHEDULE A

**\$[principal amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2020**

Stated Maturity (November 1)	Principal Amount	Interest Rate	Price
	\$	%	%

ATTACHMENT 1

PRICING WIRE

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit F

Budget Adjustment
030

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
45070	09	14120	414020	000000	00000	\$ 19,000,000	Municipal purpose bond proceeds (estimated)
Net Revenue Adjustment						\$ 19,000,000	

Expenditures:

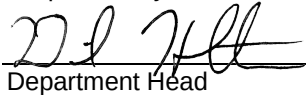
Fund	Dept	Org	Account	P&G	Location	Amount	Description
45070	20	73020	509110	000000	00000	\$ 18,500,000	Municipal purpose bond proceeds (estimated)
45070	09	14120	509350	000000	00000	500,000	Issuance cost and underwriter's discount (estimated)
Net Expenditure Adjustment						\$ 19,000,000	

Fund Balance Appropriation:

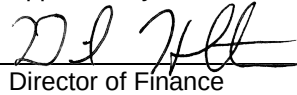
Fund	Title	Amount

Explanation: To appropriate Special Obligation Improvement Bonds, Series 2020 for the purpose of providing improvements to the city's stormwater system, certain fire stations, and public works buildings. Bond principal amount not to exceed \$19,000,000.

Requested By:

 1/22/20
Department Head Date

Approved By:

 1/22/20
Director of Finance Date

Authorization:

Council Bill No. 2020-021
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 13
Filed: 01-07-20

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 014

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Mayor to execute a deed to convey a portion of the property
2 generally located at 2136 East Turner Street. (Planning and Zoning
3 Commission and staff recommend approval.)
4 _____
5

6 WHEREAS, City Utilities has requested the disposal of approximately 0.24 acres
7 of City property generally located at 2136 East Turner Street; and
8

9 WHEREAS, the City, in 1969, condemned a 30 foot by 350 foot strip of property
10 to use for Turner Street improvements; however, the legal description of the property
11 used was not correct and the condemned strip is in the middle of the property; and
12

13 WHEREAS, City Council desires to clean up this error and at the same time
14 acquire right-of-way for Turner Street and Barnes Avenue; and
15

16 WHEREAS, at the December 12, 2019, meeting of the Planning and Zoning
17 Commission, the requested disposal of City-owned property was approved by the
18 Commission; and
19

20 WHEREAS, the strip is to be conveyed to the owner of 2136 East Turner Street.
21

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

25 Section 1 – City Council hereby authorizes the Mayor to execute, on behalf of the
26 City of Springfield, a deed to be in substantial conformance with “Exhibit C,” which is
27 attached hereto and incorporated herein by this reference.
28

29 Section 2 – This Ordinance shall be in full force and effect from and after
30 passage.
31

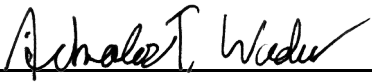
32 Passed at meeting: _____
33

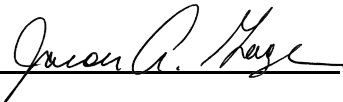
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2020-014

FILED: 01-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the Mayor to execute a deed to convey a portion of the property generally located at 2136 East Turner Street. (Planning and Zoning Commission and staff recommend approval).

BACKGROUND INFORMATION: REQUEST TO DISPOSE #525

The City of Springfield proposes to dispose of a portion of the property located at 2136 East Turner Street. In 1969, the City condemned a 30 foot by 350 foot strip of property to use for Turner Street improvements; however, the description used was incorrect. As a result, the strip of property condemned sits in the middle of the property. The City hopes to clean up this discrepancy and at the same time acquire right-of-way for Turner and Barnes.

FINDINGS FOR STAFF RECOMMENDATION:

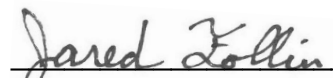
1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property is to be bought by the property owner of 2136 East Turner Street.

The Planning and Zoning Commission held a public hearing on December 12, 2019, and recommended approval, by a vote of 7 to 0, of the proposed property disposal on the tract of land described on the attached sheet (see the attached "Exhibit B," Record of Proceedings).

REMARKS:

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

Submitted by:

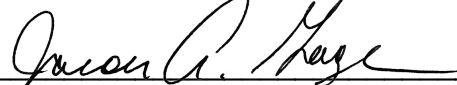

Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Quit Claim Deed
Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Staff Comments
Attachment 2, Land Disposal Policy
Attachment 3, Legal Description
Attachment 4, Quit-Claim Exhibit

EXHIBIT A

LEGAL DESCRIPTION
REQUEST TO DISPOSE NUMBER NO. 525

The east 350 feet of the south 30 feet of the SE $\frac{1}{4}$, North $\frac{1}{2}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$, Township 29N, Range 21W

EXHIBIT B

RECORD OF PROCEEDINGS
REQUEST TO DISPOSE NUMBER NO. 525
Planning and Zoning Commission – December 12, 2019

Request to Dispose 525
2136 East Turner Street
Applicant: City of Springfield

COMMISSION ACTION:

Ms. Cox motioned to **approve** Request to Dispose 525 (2136 East Turner Street). Ms. Broekhoven seconded the motion. Ayes: Coltrin, Ogilvy, Shuler, Broekhoven, Cox, Rose, and Jobe. Nays: None. Abstain: None. Absent: Doennig and Thomas.



Bob Hosmer, AICP
Planning Manager

Exhibit C

QUIT CLAIM DEED

THIS INDENTURE, made on the ____ day of _____, 2020, A.D. by and between the City of Springfield, Missouri, a municipal corporation, of the County of Greene in the State of Missouri, hereinafter referred to as "Grantor", and **STAR TERMINAL, L.L.C.**; 2023 S Glenstone, Springfield, MO 65804, hereinafter referred to as "Grantee" whether singular or plural. Grantor's address is 840 Boonville, Springfield, MO, 65802.

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents remise, release and forever, quit claim unto the said Grantee, the following described lot, tract or parcel of land, lying being and situate in the County of Greene, State of Missouri, to-wit:

The East 350 feet of the South 30 feet of the SE1/4, North 1/2, NE1/4, NW1/4, Section 8, Township 29N, Range 21W.

TO HAVE AND TO HOLD, the same with all rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and Grantee's successors and assigns forever, so that neither the said Grantor nor its successors and assigns, nor any other person or persons for it or in its name or in its behalf, shall or will hereafter claim or demand any right or title to the aforesaid premise or any part thereof, but they, and every one of them, shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed on the date first above written.

CITY OF SPRINGFIELD, MISSOURI

Ken McClure, Mayor

Attest: _____
Anita J. Cotter, City Clerk

Approved as to form: _____
Thomas Rykowski, Assistant City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI

ss

COUNTY OF GREENE

On this _____ day of _____, 2020, before me personally appeared Ken McClure, to me personally known, who being by me duly sworn, did say that he is Mayor of the City of Springfield, Missouri, a municipal corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation and that said instrument was signed and sealed in behalf of said municipal corporation by authority of its City Council and said Mayor, acknowledged said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, the day and year first above written.

My commission expires:

Notary Public

Exhibit D

LANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING: JANUARY 13, 2020



CASE NUMBER:
Disposition No. 525

LOCATION: 2136 East Turner Street

ACRES: ~10,500 square feet

EXISTING LAND USE: Vacant

APPLICANT: City of Springfield

STAFF: Jared Follin, 864-1612

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Disposition No. 525

SUMMARY OF REQUEST:

City of Springfield proposes to dispose of a portion of the property located at 2136 East Turner Street. In 1969, the City condemned a 30' x 350' strip of property to use for Turner Street improvements; however, the description used was incorrect. As a result, the strip of property condemned sits in the middle of the property. The City hopes to clean up this discrepancy and at the same time acquire right-of-way for Turner and Barnes.

FINDINGS FOR STAFF RECOMMENDATION:

1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect the City of Springfield's operations.
3. The subject property is to be bought by the property owner of 2136 East Turner Street.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	HC	HM	GM	HM
LAND USE	Bank/Car Wash	Distribution/Manufacturing Uses	Car Wash	Manufacturing Uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



ATTACHMENT 1: STAFF COMMENTS:

1. The subject property is within the city limits of the City of Springfield.
2. The proposed disposal will not adversely affect City of Springfield's operations.
3. The property was never intended to be condemned, therefore the City has no use of the it.
4. The disposed portion of the property will be bought by the adjacent property owner.
5. The disposal is necessary to fix the discrepancy created in 1969. The property owner is working with the City to correct the issue.

ATTACHMENT 2: LAND DISPOSAL POLICY:

Planning and Zoning Commission adopted the following policy statement for land disposals by public bodies:

1. Where is the property located?

2136 East Turner – NW corner of Turner St and Barnes Ave.

2. Legal description.

See Below

3. Why doesn't the City of Springfield need the property anymore?

Turner Street is not within the area described.

4. When was the current building erected?

There is no building on the property.

5. Why was property acquired? What did the city originally intend to do with the property?

This property was acquired by Condemnation in 1969 to improve Turner, but the legal description is incorrect. This does not cover the location of Turner Street.

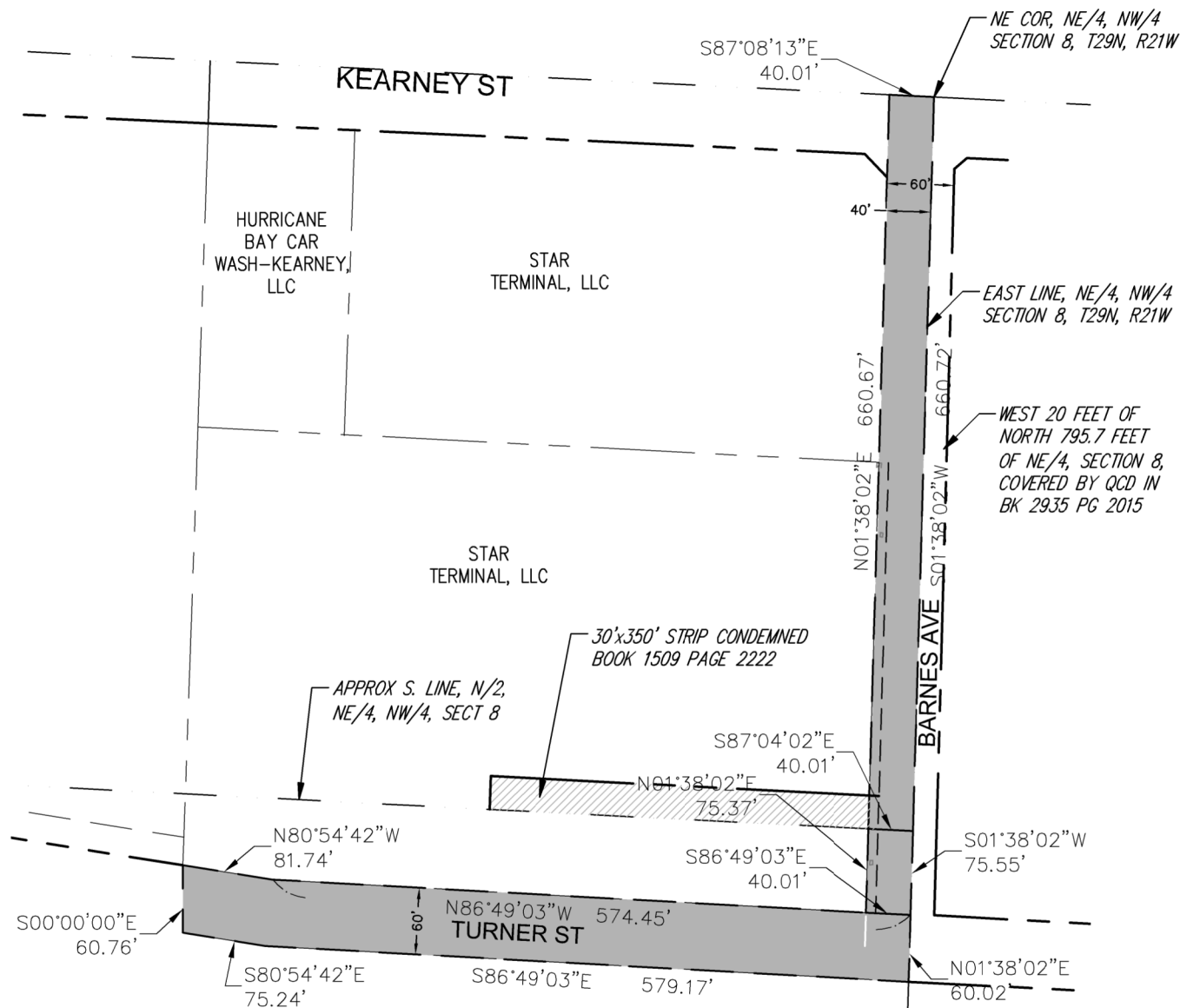
6. Who will purchase property?

Star Terminal, LLC – owner of property at Turner St and Barnes Ave., and will Quitclaim to City for Public Street, part of existing Turner St and Barnes Ave.

ATTACHMENT 3: LEGAL DESCRIPTION:

The east 350 feet of the south 30 feet of the SE $\frac{1}{4}$, North $\frac{1}{2}$, NE $\frac{1}{4}$, NW $\frac{1}{4}$, Township 29N, Range 21W

ATTACHMENT 4



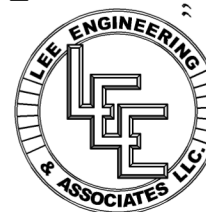
- STRIP ERRONEOUSLY CONDEMNED
- STRIP(S) TO BE QUIT-CLAIMED TO CITY



NOTE: THIS DRAWING HAS BEEN PREPARED ONLY AS AN EXHIBIT TO ILLUSTRATE NEW EASEMENTS TO BE DEDICATED BY RECORDED INSTRUMENTS AND IS NOT TO BE CONSTRUED TO REPRESENT A PROPERTY BOUNDARY SURVEY.

LEE Engineering & Associates, L.L.C.

1200 E. Woodhurst Dr., Suite D200
Springfield, Missouri 65807
417-886-9100 (phone)
417-886-9336 (fax)
dlee@leeengineering.biz



"Engineering with Integrity"

QUIT-CLAIM EXHIBIT
BARNES AVENUE
TURNER STREET
CITY OF SPRINGFIELD,
GREENE COUNTY, MO

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

DATE:

11/21/2019

PROJECT NO.:

1840

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed: 01-07-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020-015

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication
2 of public streets and easements to the City of Springfield,
3 Missouri, as shown on the Preliminary Plat of Kay Pointe
4 Place, generally located at 3652 West Kay Pointe Boulevard and
5 901 South West Bypass, upon the filing and recording of a final plat
6 which substantially conforms to the preliminary plat; and authorizing
7 the City Clerk to sign the final plat upon compliance with all the
8 terms of this Ordinance. (Staff recommends that City Council
9 accept the public streets and easements.)

10
11
12 WHEREAS, an original Preliminary Plat of Kay Pointe Place Subdivision dated
13 October 31, 2019, is on file in the Department of Planning and Development; and
14

15 WHEREAS, on December 12, 2019, the Planning and Zoning Commission of the
16 City of Springfield, Missouri, approved the Preliminary Plat of Kay Pointe Place
17 Subdivision which is generally located at 3652 West Kay Pointe Boulevard and 901
18 South West Bypass.

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

22
23 Section 1 – City Council hereby authorizes the Director of Planning and
24 Development, on behalf of the City of Springfield, to accept the dedication of public
25 streets and easements as shown on the Preliminary Plat of Kay Pointe Place, which is
26 generally located at 3652 West Kay Pointe Boulevard and 901 South West Bypass, as
27 approved by the Planning and Zoning Commission. The original plat of Kay Pointe
28 Place is on file in the Department of Planning and Development (“Approved Preliminary
29 Plat”), a reduced version of which is attached hereto for general reference as “Exhibit B
30 – Attachment 3” and all of “Exhibit B,” including any and all attachments, is incorporated
31 herein by this reference.

32
33 Section 2 – The Director of Planning and Development shall be authorized to

34 accept the land, easements, and improvements dedicated to the City, as shown on the
35 Approved Preliminary plat, upon the filing and recording of a final plat in accordance
36 with this Ordinance and the Subdivision Regulations of the City, which final plat shall
37 substantially conform to the Approved Preliminary Plat, including those conditions
38 described in "Exhibit B – Attachment 2" and upon the Director of Public Works certifying
39 to the Director of Planning and Development and the City Clerk that the public
40 improvements have been made in accordance with City standards and specifications.
41 Said public improvements shall not be accepted until the occurrence of the above
42 written conditions.

43
44 Section 3 – The final plat shall not be recorded until: (1) the public improvements
45 relating to the Approved Preliminary Plat have been constructed according to the
46 specifications of the City of Springfield, Missouri, and are approved by the Director of
47 Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned
48 by or in connection with the construction of said improvements have been paid to the
49 City; or (2) in lieu of the construction of the improvements, that the Applicant has filed
50 with the City Manager, according to the terms of the Subdivision Regulations of the City,
51 the prescribed financial assurances in a form acceptable to the City to ensure the
52 construction of the improvements and the payment to the City of all engineering fees,
53 permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the
54 construction of the improvements.

55
56 Section 4 – Upon compliance with all the requirements of this Ordinance,
57 including the conditions described in "Exhibit B – Attachment 2" the City Clerk is hereby
58 authorized to endorse City Council's approval upon the final plat pursuant to Section
59 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public
60 Improvements contained therein.

61
62 Section 5 – This Ordinance shall be in full force and effect from and after its
63 passage and is subject to Section 36-226 of the Land Development Code.

64
65 Passed at meeting: _____

66
67
68 _____
69 Mayor

70 Attest: _____, City Clerk

71
72
73 Filed as Ordinance: _____

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

76
77
78 Approved for Council action: Jason A. Hays, City Manager
79

EXPLANATION TO COUNCIL BILL 2020 - 015

FILED: 01-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Kay Pointe Place, generally located at 3652 West Kay Pointe Boulevard and 901 South West Bypass, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

An original Preliminary Plat of Kay Pointe Place Subdivision dated October 31, 2019, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 3.

The Planning and Zoning Commission held a public hearing on December 12, 2019, and approved the preliminary plat by a vote of 7 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of

the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.
7. The portion of property zoned Highway Commercial w/COD #2 shall be rezoned in order to make all proposed residential lots zoned Single-Family Residential and to rework the Conditional Overlay District to better suite future development of the site.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

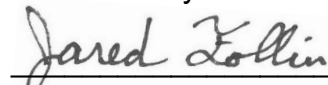
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The *Growth Management and Land Use Plan* element of the Comprehensive Plan identifies this as an appropriate area for Low-Density Housing. Single-Family Residential is an appropriate district for this classification. The proximity of Rutledge-Wilson Park and the current/proposed greenway trails will promote health lifestyles and foster well-being with future residents of Kay Pointe Place.

REMARKS:

Staff recommends approval.

Submitted by:



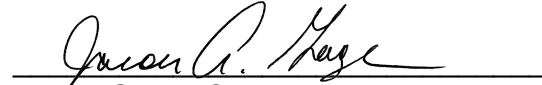
Jared Follin, Associate Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Zoning and Subdivision Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – STUBBS SUBDIVISION
Planning and Zoning Commission – December 12, 2019

Preliminary Plat of Kay Pointe Place
3652 West Kay Pointe Boulevard and 901 South West Bypass
Applicant: Hoppy LLC and D. Denton

Mr. Hosmer stated that this is a request to approve a 29.7 acre 48-lot subdivision Single-Family/High Commercial subdivision located at 3652 West Kay Point Boulevard. The Comprehensive Plan identifies this area as appropriate for Low-Density Housing uses and Greenway. The Major Thoroughfare Plan classifies West Bypass as an Expressway. The Major Thoroughfare Plan shows Grand Street being extended to the west of West Bypass. Public Works has determined that the extension of Grand Street is not feasible. This will be removed from the Major Thoroughfare Plan. The extension of Grand Street is not a requirement of this plat. This plat does not meet the requirements of Conditional Overlay District #2. The COD will need to be rezoned in order to remove requirements that no longer apply to the site (Grand connections). Several proposed residential lots are located in the Highway Commercial zoning district. These properties must be rezoned to Single-Family Residential before the Final Plat can be recorded. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. If Planning and Zoning Commission approves the preliminary plat, the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. Staff recommends approval.

Mr. Coltrin opened the public hearing.

Mr. Rick Wilson, Wilson Survey representing the LLC, property has been waiting to be developed and has been renewed a couple of times. He stated that at this time they are not sure what will be developed on the east side of the land.

Mr. Coltrin closed the public hearing.

COMMISSION ACTION:

Ms. Cox motioned to **approve** Preliminary Plat of Kay Pointe Place (3652 West Kay Pointe Boulevard and 901 South West Bypass). Mr. Rose seconded the motion. Ayes: Coltrin, Ogilvy, Shuler, Cox, Rose, Broekhoven, and Jobe. Nays: None. Abstain: None. Absent: Doennig and Thomas.



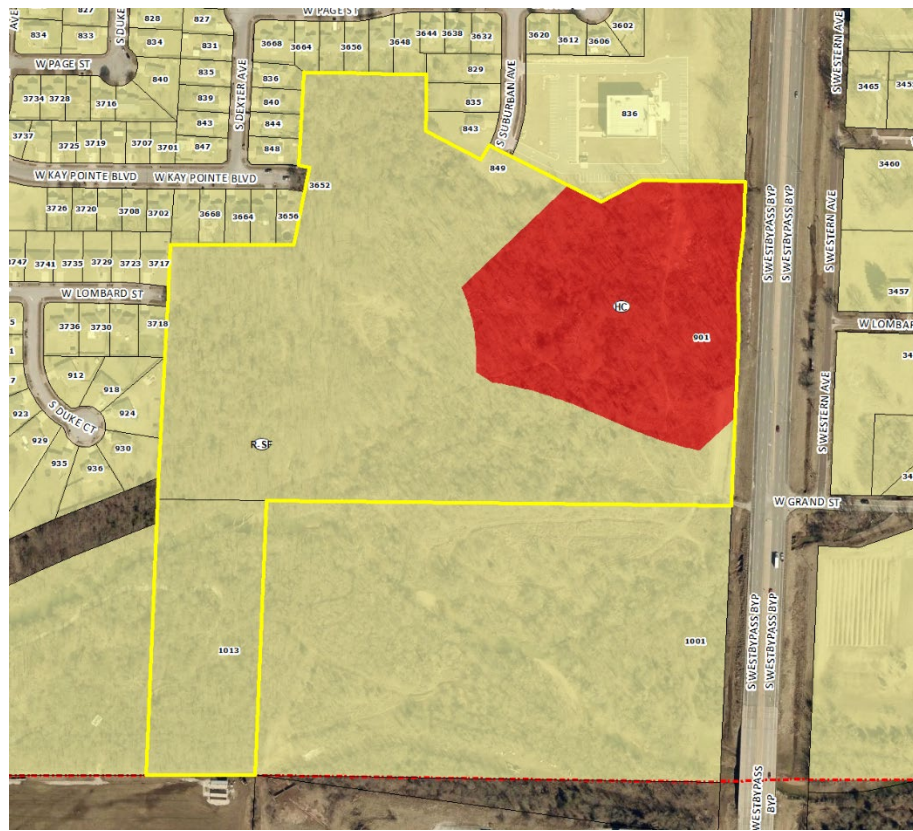
Planning Manager

Bob Hosmer, AICP

PLANNING AND ZONING COMMISSION PUBLIC HEARING: DECEMBER 12, 2019

CITY COUNCIL PUBLIC HEARING:

JANUARY 13, 2019

**CASE NUMBER:**

Preliminary Plat of Kay Pointe Place

LOCATION:3652 West Kay Pointe Boulevard/
901 South West Bypass**ACRES:**

Approximately 29.7 acres

EXISTING LAND USE:

Vacant land

APPLICANT:

Hoppy LLC, D. Denton

STAFF:

Jared Follin, 864-1612

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION:

Move to approve preliminary plat with conditions.

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a 48-lot subdivision named "Kay Pointe Place".

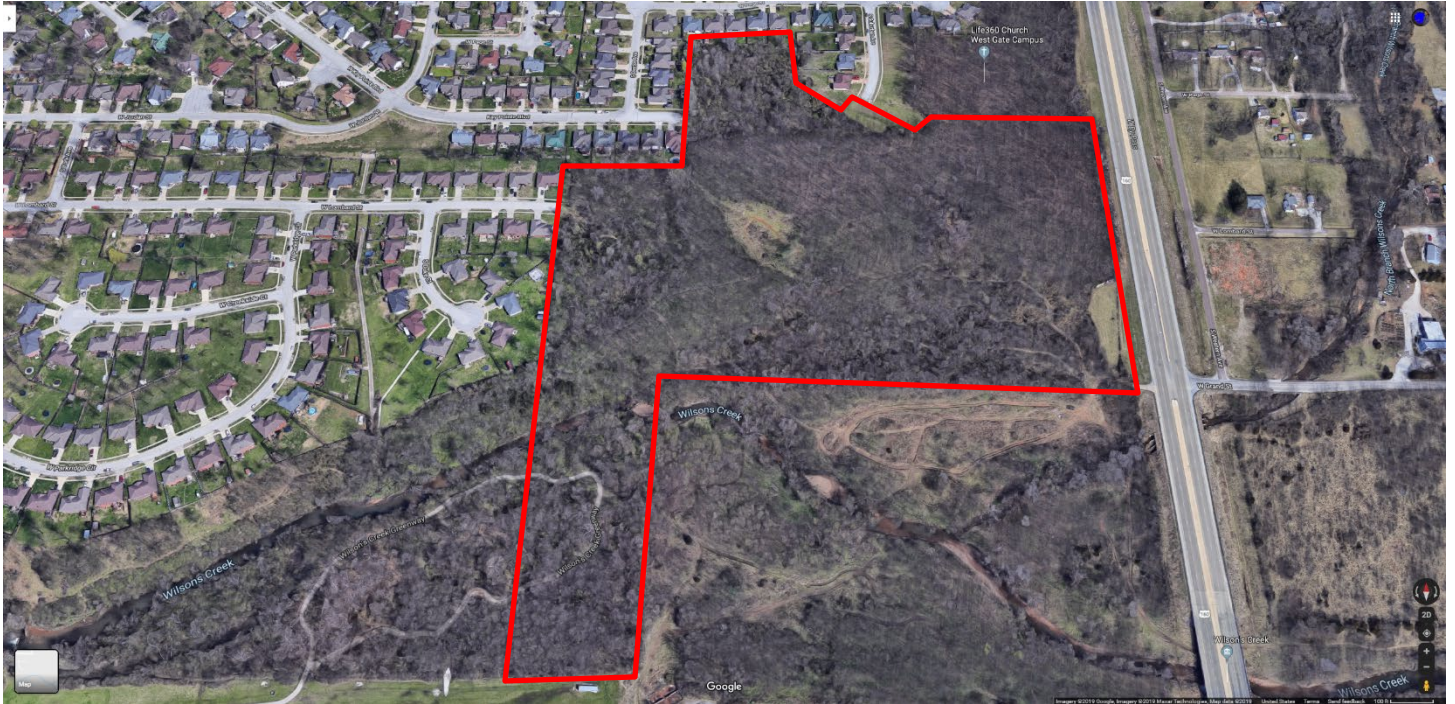
FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant's proposal, with the conditions listed below is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Single-family residences/Church Uses	Vacant	Single-family residences	Single-family residences

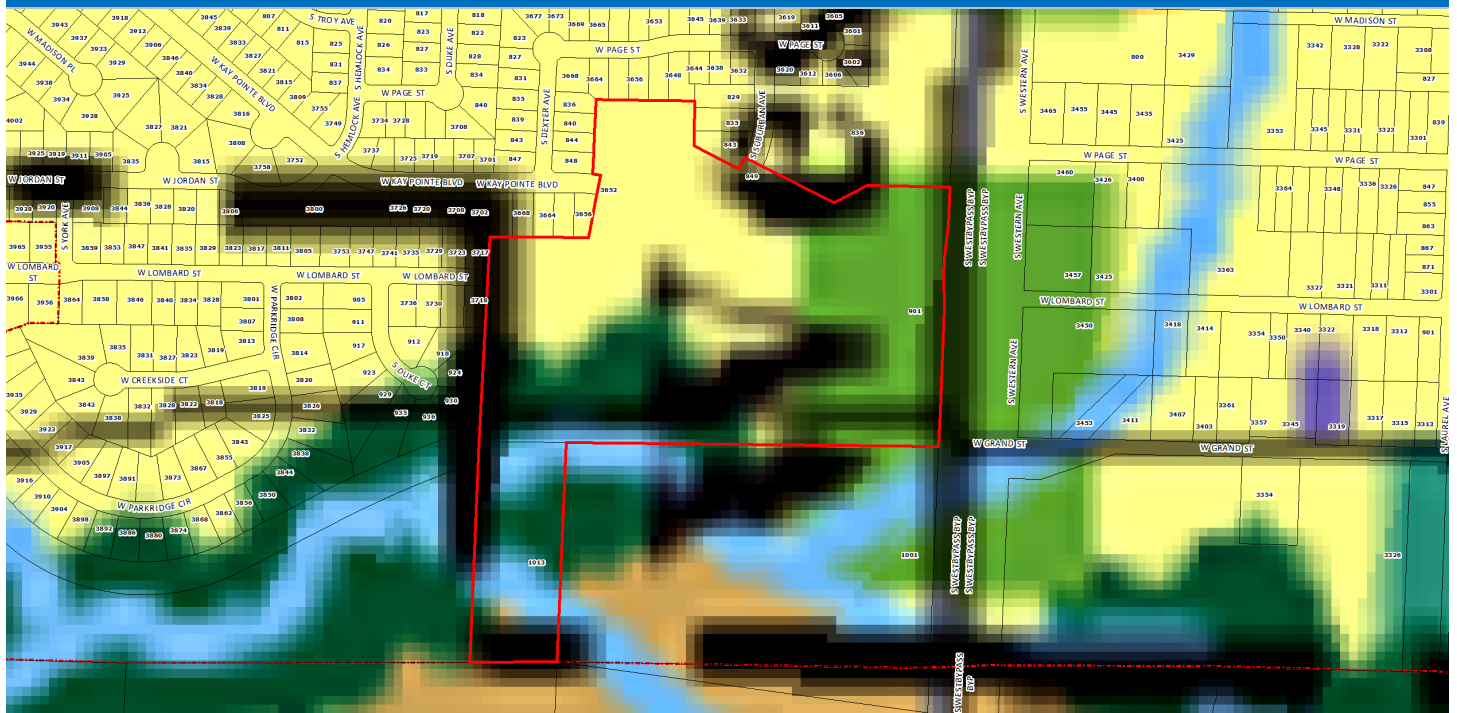
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



GOOGLE MAPS STREET VIEW:



GROWTH MANAGEMENT AND LAND USE PLAN:



- | | | |
|---|--|---|
|  Low-Density Housing |  General Industry, Transportation and Utilities |  Greenway |
|  Medium or High Density Housing |  Park |  Parkway |
|  Medium Intensity Retail, Office or Housing |  School |  City Boundary |
|  High Intensity Retail, Office or Housing |  Golf |  Urban Service Area Boundary, Year 2020 |
|  Greater Downtown |  Community-Public |  Urban Reserve Boundary, Year 2040 |
|  Business Park |  Urban Reserve Area | |
|  Light Industrial, Office and Office-Warehouse |  Rural Area | |

PROPERTY HISTORY:

The subject property was annexed into Springfield city limits partly in 1968 and partly in 1988. A portion of the property was rezoned to Highway Commercial with Conditional Overlay District #2 in 2007. The requirements of the conditional overlay district are not intended to be met with this Major Subdivision.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR R-SF
Use Limitations	N/A
Maximum Structure Height	35 feet or two and one-half stores above the finished grade, when side yards are less than 15 feet in width. 45 feet or three stories above the finished grade, when side yards are 15 feet in width or more.
Front Yard Setback	15 feet along a street classified as a local street
Side and Rear Setbacks	Side yard: 5 feet Rear: 10 percent of lot depth
Open Space Requirement	Not less than 30 percent
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING
<i>See Maximum Structure Height</i>	N/A

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing and Parks & Greenways. Single-Family Residential is an appropriate district for this classification. The proximity of Rutledge-Wilson Park and the current/proposed greenway trails will promote healthy lifestyles and foster well-being with future residents of Kay Pointe Place.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 29.7 acres into a 48-lot subdivision named "Kay Pointe Place".
2. Several proposed residential lots are located in the Highway Commercial zoning district. These properties must be rezoned to Single-Family Residential before the Final Plat can be approved.
3. This plat does not fulfill the requirements of Conditional Overlay District #2. The COD will need to be reworked as part of the rezoning of the Highway Commercial District in order to remove requirements that no longer apply to the site.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.
5. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

ATTACHMENT 1: DEPARTMENT COMMENTS

CITY UTILITIES:

Prelim plat is acceptable.

Final alignment of new Electric/Gas/Water mains and laterals will be determined by CU Engineering Department.

Contact Josh @ 417-831-8816 as needed.

CLEAN WATER SERVICES COMMENTS:

Need to submit public improvement plans designed and constructed to city design standards for the proposed public sewer shown on the plat. Public improvements must be constructed and accepted or escrowed before plat can be approved. If public sewer improvements are escrowed, sewer permits cannot be issued until the improvements are actually completed.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

There are no issues with preliminary plat, but we have the following comments when this becomes a final plat.

1. Water quality will need to be shown in a common area since this will serve all the lots.
2. Stating that a fee in lieu of constructing detention should be on the plat sheet.
3. There is existing detention at the end of Suburban Ave that needs to be shown in a common area with the final plat.
4. There are multiple channels on this property that may need to be shown in drainage easements - address this with the next submittal.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

1. Please add a trail easement in conjunction with the existing trail in the southern portion of the property.
2. The final plat cannot be approved until public improvements have been approved and improvements constructed or escrowed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies S. West Bypass as an Expressway roadway. The standard right-of-way width for S. West Bypass is 65 feet from the centerline. It appears additional right-of-way is not needed along S. West Bypass. A survey is recommended to determine the exact amount of existing right-of-way. S. West Bypass is a MoDOT maintained street.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from S. West Bypass and no access will be allowed to any lot on this plat.

SIDEWALK

There is not existing sidewalk along the property frontage of S. West Bypass. The existing infrastructure meets current City Standards. Sidewalk is required to be constructed along both sides of the extensions of Kay Point Boulevard, Lombard Street, Dexter Court and Kay Court. A trail easement at the southern portion of the property is also required.

IMPROVEMENTS

Kay Pointe Blvd, Dexter Court, Kay Court and Lombard Street are all required to be extended and constructed to existing city standards. These street improvements are required to be constructed or escrowed prior to approval of the final plat.

TRAFFIC - TABLE 1: PLATTING DETAILS

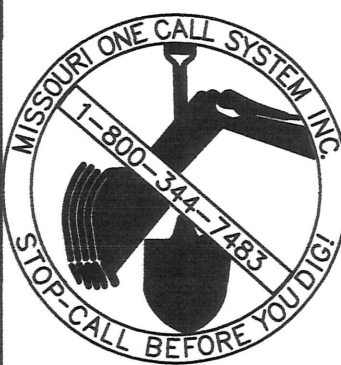
	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. West Bypass	Expressway	No	95	65
Street 2	Lombard Street	Local	No	N/A	25
Street 3	Dexter Court	Local	No	N/A	25
Street 4	Kay Pointe Boulevard	Local	No	N/A	25
Street 5	Kay Court	Local	No	N/A	25

ATTACHMENT 2: CONDITIONS OF PLAT APPROVAL

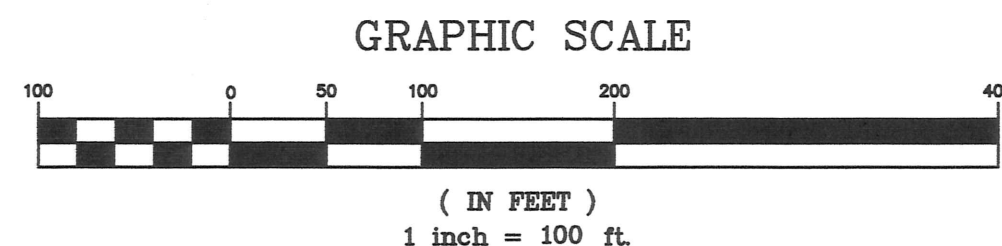
Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.
7. The portion of property zoned Highway Commercial w/COD #2 shall be rezoned in order to make all proposed residential lots zoned Single-Family Residential and to rework the Conditional Overlay District to better suite future development of the property.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

**CAUTION:**

INFORMATION ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO.

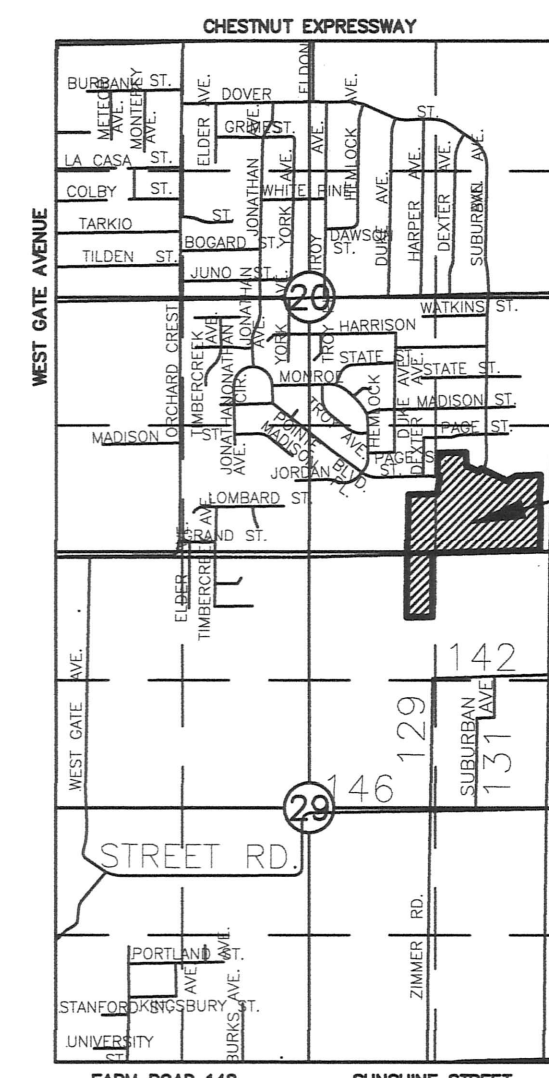


PRELIMINARY PLAT OF KAY POINTE PLACE

A SUBDIVISION IN GREENE COUNTY, MISSOURI

OWNER
HOPPY LLC
200 W RUDASILL RD
TUCSON, AZ 85716

DEVELOPER
CARLETON RESOURCES LLC
6303 S KISSICK
OZARK, MO 65721
PHONE: (417) 827-8589
CONTACT: KEVIN CARLETON



GRID NORTH
MISSOURI STATE
PLANE,
CENTRAL ZONE
NAD83

SOURCE OF DESCRIPTION
BOOK 2509 PAGE 2302

HOGAN LAND TITLE
TITLE REPORT NO.: 1905038
EFFECTIVE DATE: MAY 1, 2019

**RESOURCE MATERIALS USED
FOR BOUNDARY DETERMINATION**

TIMERCREEK 6TH ADDITION
FINAL PLAT

WESTWOOD HILLS FIRST ADDITION
FINAL PLAT

WESTWOOD HILLS SECOND ADDITION
FINAL PLAT

DEEDS AS SHOWN

LEGEND

- = PERMANENT MONUMENT
- ⊗ = SEWER MANHOLE
- ⊗ = FIRE HYDRANT
- S — = SANITARY SEWER LINE
- W — = WATER LINE
- — — = STORM DRAIN LINE
- ||||| = FLOODWAY
- ||||| = FLOOD ZONE AE
- ||||| = EASEMENTS AS SHOWN ON PLAT OF WESTWOOD HILLS SECOND ADDITION

LOCATION MAP

SECTIONS 20 & 29
TOWNSHIP 29 RANGE 22
APPROX. SCALE: 1"=2000'

DEVELOPMENT NOTES

Total Area	1,295,239 sq. ft. (29.7 acres)
Proposed Area	481,626 sq. ft. (11.1 acres)
Total No. of Lots	47
Smallest Lot	Lot 37-6,075 Sq. Ft.
Largest Lot	Lot 4-13,967 Sq. Ft.
Density	4 UNITS/ACRE
Proposed Land Use	SINGLE FAMILY HOME SITES
Current Zoning	R-1 (SUBURBAN RESIDENCE DISTRICT)
Source of Title	Book 2509 Page 2302
Street Classifications	Local
5' Sidewalks	Shall Be Constructed When Developed
10' Utility Easements	Behind ROW on All Lots
Required Setbacks	
Front Yard	15 ft. (Except Where Noted)
Side Yard	5 ft.
Side Yard On Corners	12.5 ft.
Rear Yard	15 ft.

UTILITIES

SANITARY SEWER TO BE PROVIDED BY
CITY OF SPRINGFIELD
840 BOONVILLE AVENUE
SPRINGFIELD, MISSOURI 65802
(417) 864-1900

ELECTRIC, NATURAL GAS AND WATER TO BE SUPPLIED BY

CITY UTILITIES OF SPRINGFIELD, MO
301 E. CENTRAL STREET
SPRINGFIELD, MISSOURI 65802
(417) 863-9000

TELEPHONE SERVICE TO BE PROVIDED BY
SBC
1010 PINE
ST. LOUIS MISSOURI 63101
(800) 464-7928

CABLE TELEVISION TO BE PROVIDED BY
MEDIACOM
1533 S. ENTERPRISE AVENUE
SPRINGFIELD, MISSOURI 65804
(417) 875-5500

UTILITY NOTES

Proposed Water Mains	8" PVC
Proposed Sewer Mains	8" PVC

PROPERTY DESCRIPTION

THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 20, TOWNSHIP 29, RANGE 22, LESS THAT PART TAKEN FOR HIGHWAY PURPOSES; AND THE EAST 264 FEET OF THE NORTH 660 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 20, TOWNSHIP 29, RANGE 22; AND THE EAST 264 FEET OF THE SOUTH 660 FEET OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SE1/4) OF SECTION 20, TOWNSHIP 29, RANGE 22; AND THE EAST 264 FEET OF THE NORTH 660 FEET OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, TOWNSHIP 29, RANGE 22, SITUATED IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR USED FOR ROAD PURPOSES.

SURVEYORS DECLARATION

KNOW ALL MEN BY THESE PRESENTS:
THAT I, RICK WILSON, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION FROM AN ACTUAL SURVEY OF THE LAND HEREIN DESCRIBED PREPARED BY WILSON SURVEYING CO., INC. DATED OCTOBER 31, 2019 AND SIGNED BY RICK WILSON, L. S. NO. 1970 AND THAT THE CORNER MONUMENTS AND LOT CORNER PINS SHOWN HEREIN WERE PLACED UNDER THE PERSONAL SUPERVISION OF RICK WILSON, L. S. NO. 1970 IN ACCORDANCE WITH MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AND IN ACCORDANCE WITH SECTION 410.5 OF THE SUBDIVISION REGULATIONS, ARTICLE II, CHAPTER 36, OF THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SIGNATURE

RICK WILSON
WILSON SURVEYING CO., INC. LC 2670
BY RICK WILSON LS 1970

DATE PREPARED: OCTOBER 31, 2019

PREPARED BY

WILSON SURVEYING CO., INC.

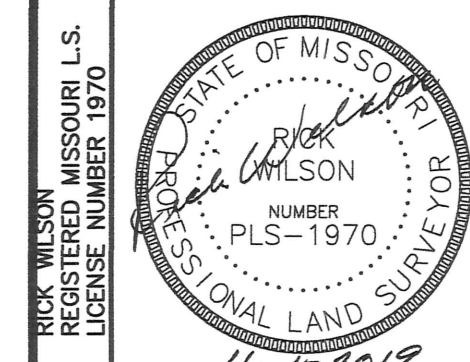
SURVEYING / ENGINEERING / LAND PLANNING
1835 S. STEWART AVENUE, SUITE 124
Springfield, Missouri 65804
TELE: (417) 522-7870 FAX: (417) 522-7874
EMAIL: RICK.WILSON@WILSONSURVEYING.COM

DRAWING NO.: WD-105-419

JOB NO.: 18116

DRAWN BY: RHW

DATE: OCTOBER 31, 2019



Property Line Curve Table					
Curve #	Length	Radius	Δ Delta	Chord Direction	Chord Length
C1	10.51	15.00	40°09'22"	N22°32'20"E	10.30
C2	10.30	60.00	9°50'25"	S37°41'48"W	10.29
C3	50.01	60.00	47°45'21"	S08°53'55"W	48.57
C4	37.74	60.00	36°02'06"	S32°59'49"E	37.12
C5	37.74	60.00	36°02'06"	S69°01'56"E	37.12
C6	37.74	60.00	36°02'06"	N74°55'56"E	37.12
C7	37.74	60.00	36°02'06"	N38°53'47"E	37.12
C8	48.60	60.00	46°24'18"	N02°19'28"W	47.28
C9	46.51	60.00	44°24'47"	N47°43'58"W	45.35
C10	18.95	15.00	72°23'59"	S33°44'22"E	17.72
C11	20.72	325.00	3°39'08"	S86°58'27"E	20.71
C12	17.14	330.00	2°58'35"	N45°42'38"E	17.14
C13	39.81	270.00	8°26'56"	N30°41'41"E	39.78
C14	10.90	15.00	41°36'59"	S38°47'11"W	10.66
C15	37.41	50.00	42°52'15"	N48°33'47"E	36.55
C16	45.79	50.00	52°28'12"	N00°53'33"E	44.21
C17	46.56	49.88	53°28'35"	N52°02'54"W	44.88
C18	46.97	49.81	54°01'52"	S74°24'50"W	45.25
C19	46.76	49.97	53°36'54"	S20°41'39"W	45.07
C20	24.38	50.00	27°56'11"	S20°04'25"E	24.14
C21	12.43	15.00	47°27'50"	N05°45'16"W	12.07
C22	26.13	424.34	3°31'42"	N80°49'06"W	26.13

Centerline of Road Curve Table					
Curve #	Length	Radius	Δ Delta	Chord Direction	Chord Length
[CL1]	246.65	390.00	36°14'09"	N60°55'09"W	242.56
[CL2]	108.53	300.00	20°43'42"	N36°50'04"E	107.94
[CL3]	249.51	300.00	47°39'12"	N71°01'31"E	242.38

Lot Data Table			Lot Data Table		
Lot #	Area (Sq. Ft.)	Min. FF Elev.	Lot #	Area (Sq. Ft.)	Min. FF Elev.
1	7,714		25	9,301	
2	10,519		26	8,318	
3	11,068		27	6,782	
4	13,967		28	8,628	1198.50
5	11,778		29	7,386	1198.25
6	11,075		30	10,655	1198.00
7	8,022		31	12,064	
8	6,659		32	6,792	
9	7,267		33	7,142	
10	10,624		34	7,207	
11	7,893		35	7,204	
12	7,108		36	7,446	
13	7,278		37	6,075	
14	7,278		38	6,239	
15	8,330		39	6,167	
16	8,340		40	6,410	
17	7,774		41	6,652	
18	8,198		42	6,199	
19	8,366		43	6,346	
20	8,480		44	6,396	
21	8,306		45	8,349	
22	8,103		46	7,216	
23	8,060		47	8,920	
24	7,201				

Property Line Line Table		
Line #	Line Direction	Line Length
L1	S02°27'38"W	16.70
L2	N41°20'41"W	14.41
L3	N48°45'58"E	13.87
L4	N47°11'55"E	6.33
L5	N55°19'36"E	35.36
L6	N34°01'25"E	21.94
L7	S89°05'51"E	14.46
L8	S25°27'45"E	14.54
L9	N60°32'51"E	14.78
L10	S79°02'14"E	44.48
L11	S00°43'21"W	13.77

State Plane Coordinates

Monument #	Northing	Easting
▲	151888.670	424275.130
▲	151947.673	424338.846

COORDINATES LISTED ARE METERS

THE PROPERTY SHOWN HEREON LIES IN A FLOOD ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) 29077C0328E, EFFECTIVE DECEMBER 17, 2010.

Emer. _____
P. Hmgs. _____
Pgs. 10
Filed: 01-07-20

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 016

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or designee, to execute a Preliminary Funding
2 Agreement between the City of Springfield, Missouri, and Prosperiti
3 Development, LLC; and amending the budget for Fiscal Year 2019-
4 2020 in the amount of \$10,000 for the purpose of funding the
5 preparation and review of amendments to the Commercial Street
6 Tax Increment Financing Plan.
7 _____
8

9 WHEREAS, the owners of the former campus of the Kitchen on Commercial
10 Street, which includes the historic Missouri Hotel, have asked the City to consider an
11 amendment to the Commercial Street Tax Increment Financing Plan; and
12

13 WHEREAS, said amendment would remove the former Kitchen campus from the
14 Tax Increment Financing Redevelopment Area to allow for the provision of other
15 economic development incentives that are not available within Tax Increment Financing
16 Redevelopment Areas; and
17

18 WHEREAS, the City desires to retain certain consultants to assist in evaluating
19 the proposal and to prepare certain documents in connection therewith; and
20

21 WHEREAS, the City does not have a source of funds to finance costs to retain
22 such consultants, and Prosperiti Development, LLC, has agreed to deposit funds with
23 the City for that purpose; and
24

25 WHEREAS, the City and Prosperiti Development, LLC, desire to enter into a
26 Preliminary Funding Agreement to establish the terms of such deposit of funds; and
27

28 WHEREAS, City Council desires to amend the budget for Fiscal Year 2019-2020
29 in connection with said Preliminary Funding Agreement.
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 designee, is hereby authorized to execute a
35 Preliminary Funding Agreement with Prosperiti Development, LLC, said agreement to
36 be substantially in the same form and content as that document attached hereto and
37 incorporated herein by reference as “Exhibit A.”
38

39 Section 2 – The City Manager, City Clerk, and other appropriate officers of the
40 City are hereby authorized and directed to execute, attest, acknowledge, and deliver for
41 and on behalf of, and as the act and deed of the City, the Preliminary Funding
42 Agreement and such other documents, certificates, and instruments as may be
43 necessary or desirable to carry out and comply with the intent of this Ordinance.
44

45 Section 3 – The budget for Fiscal Year 2019-2020 is hereby amended in the
46 accounts and in the amounts as shown on Budget Adjustment No. 029, a copy of which
47 is attached hereto and incorporated herein by reference as “Exhibit B.”
48

49 Section 4 – The City Manager is directed to cause the appropriate accounting
50 entries to be made in the books and records of the City.
51

52 Section 5 – This Ordinance shall be in full force and effect from and after
53 passage.
54

55 Passed at meeting: _____
56

57 _____
58 Mayor
59

60 Attest: _____, City Clerk
61

62 Filed as Ordinance: _____
63

64 Approved as to form: Duke M. Donald, Assistant City Attorney
65
66

67 Approved for Council Action: Jason A. Hays, City Manager
68

EXPLANATION TO COUNCIL BILL 2020-016

FILED: 01-07-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To authorize the City Manager, or designee, to enter into a Preliminary Funding Agreement with Prosperiti Development, LLC; and amending the budget for Fiscal Year 2019-2020 in the amount of \$10,000 for the purpose of funding the preparation and review of amendments to the Commercial Street Tax Increment Financing Plan.

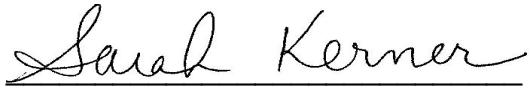
BACKGROUND INFORMATION: The City's Economic Development Incentives Policy Manual states that proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo. will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

REMARKS: The owners/developers of the former campus of The Kitchen on Commercial Street, which includes the historic Missouri Hotel, have requested that the City of Springfield consider preparing an amendment to the Commercial Street Tax Increment Financing ("TIF") Plan to remove their property from the TIF Redevelopment Area. The purpose of this amendment is to allow the developers to pursue City approval of other incentives that are not available within a TIF area. This Ordinance would approve a preliminary funding agreement whereby the developers would pay for the City's legal work and representation associated with a TIF amendment. The preliminary funding agreement establishes a mechanism for the developers to deposit funds with the City for paying legal fees and hiring consultants for this project, and for replenishing that fund as fees are paid.

Approval of this funding agreement does not approve an amendment to the Commercial Street TIF or any other incentive. The funding agreement expressly provides in paragraph 8 that the consideration of a TIF amendment is subject to legislative discretion. Accordingly, once the TIF Plan is prepared, it will go through the normal process of public hearings and consideration at the TIF Commission and City Council.

The preliminary funding agreement requires that the developers deposit \$5,000 with the City and that the account be replenished as needed to retain a \$5,000 balance. The budget adjustment for \$10,000 is intended to allow for the periodic replenishment of the preliminary funding agreement account balance.

Submitted by:

A handwritten signature in cursive script, reading "Sarah Kerner", written over a horizontal line.

Sarah Kerner, Economic Development Director

Recommended by:

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

Mary Lilly Smith, Director

Approved by:

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

Jason Gage, City Manager

PRELIMINARY FUNDING AGREEMENT

This **PRELIMINARY FUNDING AGREEMENT** (“**Agreement**”) is entered into this _____ day of ____, 20__, among the **CITY OF SPRINGFIELD, MISSOURI** (the “**City**”), and Prosperiti Development, LLC, a Missouri Limited Liability Company (the “**Developer**”) (collectively the “**Parties**”).

RECITALS

WHEREAS, the City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the Developer is the owner or has the right to purchase approximately ____ acres of real property generally located at the southwest corner of Commercial Street and Benton Avenue, and proposes to redevelop this property for a mixed-use development (the “**Development**”); and

WHEREAS, the Developer is a Missouri Limited Liability Company and is authorized to conduct business in the State of Missouri; and

WHEREAS, Developer is working with the City to develop a public incentive plan to make this project financially feasible for the developer, in accordance with Missouri law and applicable City Code requirements; and

WHEREAS, Developer desires to consider amendments to the Tax Increment Financing Plan that currently overlays the Development site; and

WHEREAS, in order for the City to fully consider and evaluate Developer’s proposed amendments, the City will need to engage consultants to research and analyze applicable law regarding economic incentive tools and financing options and work with Developer and City staff to arrange for the most appropriate mix of funding sources for the public improvements; and

WHEREAS, the City does not have a source of funds to pay for costs incurred for additional legal, financial and other consultants or for direct out-of-pocket expenses and other costs resulting from services to research, analyze and plan for the most appropriate mix of public funding sources; and

WHEREAS, it is the City’s policy that landowners and developers who desire assistance from the City in a public-private partnership or through the use of economic incentive tools must demonstrate the financial ability to allow for the full and fair evaluation by the City of all development proposals and requests for economic incentives from the City; and

WHEREAS, Developer seeks to deposit funds with the City to be used by the City to pay for administrative expenses and actual consultant expenses necessary to research, analyze, plan for and develop the incentive tools and financing options for the public improvements that will serve the Development.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services to be Performed by the City.** The City shall:

A. Consult with Developer and arrange for the research, analysis and development of amendments to the existing Commercial Street TIF Plan, in accordance with applicable law;

B. Provide necessary staff, legal, financial, and other assistance to plan for the most appropriate mix of economic incentive tools and financing options;

C. Engage appropriate outside consultants and attorneys to carry out the tasks described above.

2. **Initial Deposit.** The City acknowledges receipt of Five Thousand Dollars (\$5,000.00) (the “Deposit”) from the Developer upon the execution of this Agreement. The City shall disburse the Deposit as set forth in **Section 4** and shall bill the Developer pursuant to **Section 3** to re-establish the Deposit so that there is always a minimum cash balance of Five Thousand Dollars (\$5,000.00) available, from which additional disbursements may be made as required. Estimated legal fees for this project are \$10,000.

3. **Additional Funding.**

A. The City shall submit an itemized statement for actual expenses incurred to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City in accordance with this Agreement. Such statements shall be submitted on a regular periodic basis, but no more often than monthly. Developer shall pay the City the amounts set forth on such statements (the “Additional Funds”) within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and City shall be relieved of any and all obligations hereunder until paid or may terminate this Agreement pursuant to **Section 5**. Developer shall supply the Additional Funds in a timely manner so that City activities may continue without interruption.

B. Developer shall reimburse the City for its administrative expenses and actual out-of-pocket expenses necessary to perform the City’s obligations hereunder, using Gilmore & Bell, P.C., for special legal counsel, and other consultants as approved according to this paragraph. The City shall advise Developer in writing if it intends to utilize the services of any other consultant to perform its obligations under the terms of this Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected. If Developer, in writing, within five (5) business days from receipt of the City’s notice, objects to either the consultant named or the service to be performed, the City and Developer shall negotiate in good faith to resolve Developer’s objections. If the Parties cannot agree on the consultant to be used or the service to be performed, the City shall have no obligation to perform that service under the terms of this Agreement and Developer shall have no obligation to pay for such service under the terms of this Agreement.

C. The parties agree that the funds advanced to the City under this Agreement shall be reimbursed to Developer, to the extent allowed by law, through any economic incentive tools that may result from the discussions and approved by the City Council.

4. **Disbursement of Funds.** The City shall disburse the Deposit and Additional Funds for reimbursement of costs to the City on or before the thirtieth (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the City in connection with the

performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the City shall make its records available for inspection by the Property Owners and the Developer with respect to such disbursements.

5. **Termination.**

A. In the event Developer fails to perform any of its obligations herein, and if Developer fails to cure the default within ten (10) days after written notice of the default is sent by the City to Developer, then the City may terminate this Agreement at its sole discretion. Termination by the City shall also terminate any duties and obligations of the City with respect to this Agreement.

B. Developer may abandon its plans for the Development and Developer may terminate this agreement upon the delivery of written notice to the City.

C. Upon termination of this Agreement, in the event the Deposit and Additional Funds are insufficient to reimburse the City for the outstanding expenses of the City payable hereunder, the Property Owners and the Developer shall reimburse the City as set forth in **Section 3**. After termination of this Agreement, the City shall retain the Deposit and Additional Funds, if any, necessary to reimburse the City for all expenses incurred under this Agreement to the date of termination. After all amounts have been paid to consultants by the City, the remainder of such funds shall be delivered to Developer.

D. The Parties acknowledge that a subsequent funding arrangement among the City and Developer may be entered into, whereby the City's expenses going forward will be reimbursed pursuant to that arrangement. In the event that such other agreement is executed, this Agreement may terminate in accordance with that subsequent agreement.

6. **Notice.** Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

City of Springfield
840 North Boonville
Springfield, Missouri 65802
Attn: City Manager

With a copy to:

David Martin
Gilmore & Bell, P.C., Suite 1100
2405 Grand Blvd.
Kansas City, Missouri 64108

To Developer:

With a copy to:

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

7. **City Requirements and Prior Approval.** Developer agrees to comply with all applicable laws and City ordinances, including, but not limited to, the City's zoning ordinances, subdivision regulations and all planning or infrastructure requirements related to the development of any property. Developer agrees that execution of this Agreement in no way constitutes a waiver of any requirements of applicable City ordinances or policies with which Developer must comply and does not in any way constitute prior approval of any future proposal for development. Developer acknowledges that the City may not lawfully contract away its police powers and that approval of any zoning, subdivision and similar development applications cannot be contractually guaranteed. This Agreement does not alter or diminish the City's ability to exercise its legislative discretion to consider any application in accordance with all applicable laws with respect to the development of any property.

[Remainder of this Page Intentionally Left Blank]

The parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF SPRINGFIELD, MISSOURI

By: _____
Jason Gage, City Manager

(SEAL)

ATTEST:

City Clerk

PROSPERITI DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit
B

Budget Adjustment
029

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22500	17	60210	414100	100156	00000	10,000.00	Commercial Street TIF Amendment
Net Revenue Adjustment						10,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22500	17	60210	504580	100156	00000	10,000.00	Commercial Street TIF Amendment
Net Expenditure Adjustment						10,000.00	

Fund Balance Appropriation:

Fund	Title	Amount
		-

Explanation: This budget adjustment is to pay legal fees to prepare an amendment to the Commercial Street TIF.

Requested By: Mary Kelley Smith 1-8/2020 1/8/20
Department Head Date Director of Finance or Acting Director Date

Approved By: [Signature]
City Manager Date

Authorization:
Council Bill No. 2020-016
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hmgs. _____
Pgs. 7
Filed: 01-07-20

Sponsor: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 017

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a Services Agreement
2 with Greene County, Missouri, for the City to continue to monitor and
3 maintain the County Storm Warning Sirens.
4 _____
5

6 WHEREAS, the City of Springfield and Greene County have jointly installed storm
7 warning sirens in the City and County adjacent to the City, and Greene County desires to
8 have the City continue to monitor and maintain the County warning sirens; and
9

10 WHEREAS, the Services Agreement has been renewed triennially since the
11 installation of the sirens in 1999; and
12

13 WHEREAS, the Services Agreement sets forth the provisions and conditions for the
14 City to continue monitoring and maintaining services for the County storm warning sirens;
15 and
16

17 WHEREAS, Greene County reimburses the City for these services as set forth in the
18 Services Agreement.
19

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

23 Section 1 – The City Manager, or his designee, is hereby authorized to enter into a
24 Services Agreement with Greene County for the purpose of the City monitoring and
25 maintaining County storm warning sirens, said agreement to be substantially in the form and
26 content as set forth in “Exhibit A,” which is attached hereto and incorporated herein by this
27 reference.
28

29 Section 2 – This Ordinance shall be in full force and effect from and after passage.
30

31 Passed at Meeting: _____
32

33
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Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to Form: , Assistant City Attorney

Approved for Council Action: , City Manager

EXPLANATION TO COUNCIL BILL 2020- 017

FILED: 01-07-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a Services Agreement with Greene County, Missouri, for the City to continue to monitor and maintain the County Storm Warning Sirens.

BACKGROUND INFORMATION: The City and County have jointly installed storm warning sirens in the city and densely populated portions of the county adjacent to the city. The County desires the City to continue to monitor and maintain the 28 county storm warning sirens.

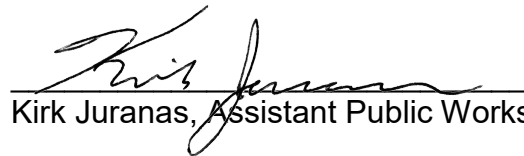
The City replaced aging storm warning sirens throughout the city in 1999. The County partnered with the City at that time and added 27 to serve those neighborhoods in the County that were just outside the City. Since that time one additional storm siren has been added in the County for a total of 28. The City purchased equipment and materials to monitor and maintain the replacement system. The County opted to purchase only spare parts and, rather than duplicate the expensive control equipment, requested the City to perform the monitoring and maintenance. This agreement has been renewed triennially ever since. This current agreement sets forth the provisions and conditions for the City to continue monitoring and maintenance services for the County's storm warning sirens. In return the County will agree to reimburse the City, \$45 per siren per month, for these services. If specific repairs of any storm siren are required, the County will pay the City the costs of all parts not covered by warranty and labor at the rate of \$32 per hour, plus mileage to and from the location at applicable IRS mileage rates.

Supports the following City Council Priorities:

- Fiscal Sustainability and Accountability
- Economic vitality
- Public Safety

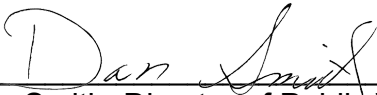
REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:



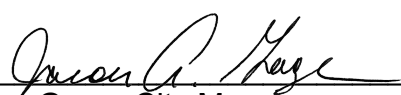
Kirk Juranas, Assistant Public Works Director

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417-864-1952 Fax: 417-864-1139 Attn: Gail Fangrow, Municipal Facilities		Springfield-Greene County Office of Emergency Management 330 W. Scott Street Springfield, MO 65802 Phone: 417-829-6551 Fax: Attn: Larry Woods	

SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the City of Springfield, a municipal corporation of the State of Missouri, hereafter referred to as "City", and the County of Greene in the State of Missouri, hereafter referred to as "County."

WITNESSETH:

THAT, WHEREAS, the City and County desire to enter into an agreement to cooperate in the maintenance and storage of twenty-eight (28) storm warning sirens owned by the County, installed and located outside the City of Springfield in Greene County, as identified in Exhibit A, and two (2) complete spare siren units, two (2) base repair kits, and two (2) additional spare parts adder kits owned by the County, in association with the Springfield-Greene County Office of Emergency Management; and

WHEREAS, such cooperation is authorized by Section 70.220 of the Revised Statutes of Missouri; and

WHEREAS, the benefits of maintaining the storm warning sirens will benefit the citizens of both the City and the County.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the County as follows:

1. Basic Maintenance and Repairs. City agrees to provide basic maintenance and repairs for the twenty-eight (28) storm warning sirens listed on Exhibit B, which are installed at various locations outside the City in Greene County, Missouri, on the basis set forth in the agreement. City, by and through its Department of Public Works, agrees to respond to the County storm siren locations when maintenance or repair is shown to be required for a particular storm siren by the computerized system which was installed for such purpose, or when a specific problem has been reported to the Department of Public Works by County. City agrees to store the storm siren spare units and parts referred to above owned by the County, and County agrees that City may use the same as required. County agrees City may obtain on County's behalf any replacement parts from the manufacturer available under warranty for use to repair County storm sirens. City will return the storm siren spare kits to County, if unused, upon termination of this agreement.

2. Reimbursement to City. During the term of this agreement, County agrees to pay to City the sum of **Forty-five and 00/100 Dollars (\$45.00)** per siren per month for monitoring and performing any general maintenance on the storm sirens which are listed on Exhibit A. If specific repairs of any storm siren are required, County will pay to City within forty-five (45) days of receipt of invoice, the costs of all parts not covered by warranty and labor at the rate of **Thirty-two and 00/100 Dollars (\$32.00)** per hour, plus mileage to and from the location at applicable IRS mileage rates.

3. Timeliness of Repairs. City agrees to perform required repairs or maintenance as promptly as is practical upon receipt of notification of the need for repair or maintenance. In the event of a system-wide failure, it is agreed that priority in performing repairs

will be based upon the respective population density of the areas being served by the storm sirens, with the most populated areas being given the highest priority.

4. **License to Enter Upon County Property.** City and County acknowledge that this agreement gives to City no interest in right-of-way or property of the County for the storm sirens or the property upon which they are located, County agreeing only that City, its agents and employees, shall have a license to enter upon such property as necessary to fulfill its obligations under this agreement.

5. **Indemnification.** City agrees that it will furnish to County the same quality of repair and maintenance to provides for the storm sirens owned by the City. If City has complied with the foregoing obligation, County agrees that it will indemnify, defend, and hold the City harmless from and against all claims, suits, or actions which might be brought against the City, its employees or agents, arising out of the failure of any storm siren, unless City has not furnished such quality of repair and maintenance as set forth above, provided that the County's liability for indemnification for any such occurrence at each location shall not exceed the sovereign immunity limits in effect when the claim arises as established pursuant to Section 537.610, Revised Statutes of Missouri and regulated by the Missouri Department of Insurance, and provided further that the County's duty to defend the City or its employees and agents shall cease when the limits of liability in Section 537.610, Revised Statutes of Missouri have been exhausted by payment of any judgment or settlement of any claim.

6. **Term.** The term of this agreement shall be for a period of three (3) years, September 10, 2019 through September 9, 2022 and may be extended upon mutual agreement of both parties in writing signed before the expiration hereof.

7. **Conflicts.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

8. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City at 840 Boonville, Springfield, Missouri 65802, and County at 923 N. Robberson, Springfield, Missouri 65802. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

9. **Jurisdiction.** 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 adjudicated, venue shall be property only in the Circuit Court of Greene County, Missouri.

10. **Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

11. **Assignment.** This agreement shall not be subject to assignment by either party hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

GREENE COUNTY, MISSOURI

By: _____
Presiding Commissioner

By: _____
Commissioner, 1st District

By: _____
Commissioner, 2nd District

By: _____
Highway Administrator

APPROVED AS TO FORM

County Attorney or designee

Auditor 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.

Auditor

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

APPROVED AS TO FORM

City Attorney or designee

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

Director of Finance or Acting Director

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 01-07-20

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2020- 018

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant from the
2 Walmart Community Grant Program to participate in the annual
3 Shop with a Hero Program; and amending the budget of the Police
4 Department for Fiscal Year 2019-2020 in the amount of
5 \$13,500.00.
6 _____
7

8 WHEREAS, the Springfield Police Department ("SPD"), received a grant from the
9 Walmart Community Grant Program to participate in the annual Shop with a Hero
10 Program; and
11

12 WHEREAS, the Shop with a Hero Program provides the opportunity each year
13 for underprivileged children in our community to go Christmas shopping with law
14 enforcement, fire and military personnel; and
15

16 WHEREAS, SPD was awarded \$13,500.00 to participate in the program, along
17 with members of the Springfield Fire Department.
18

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

22 Section 1 – The City Manager, or his designee, is hereby authorized to accept
23 grant funds in the amount of \$13,500.00 from the Walmart Community Grant Program,
24 for use by the Police Department to participate in the Shop with a Hero Program, and to
25 do all things necessary to accept and to carry out the grants, including the execution of
26 contracts, provided the form of any such contract is approved by the City Attorney, or
27 designee.
28

29 Section 2 – The budget of the Police Department, for Fiscal Year 2019-2020, is
30 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
31 No. 027 in the Amount of \$13,500.00, a copy of which is attached hereto and
32 incorporated herein by reference as "Exhibit A."
33

34 Section 3 – City Council finds that the budget adjustment made above has been
35 recommended by the City Manager.
36

37 Section 4 – The City Manager is directed to cause the appropriate accounting
38 entries to be made in the books and records of the City. In the event additional funding
39 is provided under this grant by the grantor, the Director of Finance is hereby authorized
40 to adjust this appropriation by an amount not to exceed 20 percent.
41

42 Section 5 – This Ordinance shall be in full force and effect from and after
43 passage.
44

45 Passed at meeting: _____
46

47 _____
48 Mayor
49

50 Attest: _____, City Clerk
51

52 Filed as Ordinance: _____
53

54 _____
55 Approved as to form: _____, Assistant City Attorney
56

57 _____
58 Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 - 018

FILED: 01-07-20

ORIGINATING DEPARTMENT: Police

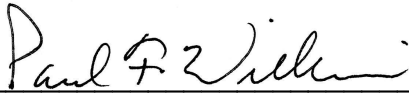
PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Walmart Community Grant Program to participate in the annual Shop with a Hero Program, and amending the budget of the Police Department for Fiscal Year 2019-2020 in the amount of \$13,500.00.

BACKGROUND INFORMATION:

The Springfield Police Department ("SPD") has participated for several years in the Shop with a Hero program, which allows underprivileged children in our community an opportunity to go Christmas shopping with local law enforcement, fire, and military personnel.

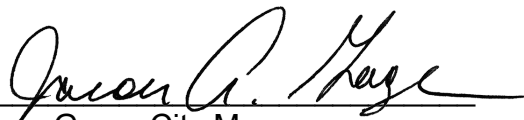
Each year Walmart provides grants to support the costs of participating in the program. Members of both the Police and Fire Departments participate in the program. This year the City of Springfield was awarded \$13,500.00 to support the program.

Submitted by:



Paul Williams, Chief of Police

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
027

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	18	90110	414110	000000	00000	\$ 13,500	FY19-20 Shop with a Hero Grant Program
Net Revenue Adjustment						\$ 13,500	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	18	90110	501260	000000	00000	\$ 13,500	FY19-20 Shop with a Hero Grant Program
Net Expenditure Adjustment						\$ 13,500	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2019-20 budget and appropriating grant revenue from the Wal-Mart Community Grant Program for the Shop with a Hero Program.

Requested By:

Paul F. Zwick 1/8/20
Department Head Date

Approved By:

DL Hill 1/8/20
Director of Finance Date

Authorization:

Council Bill No. 2020-018
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date