Agenda
City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers	**General Councilmembers**
Phyllis Ferguson, Zone 1	Jan Fisk, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Mike Schilling, Zone 3	Andrew Lear, General C
Matthew Simpson, Zone 4	Richard Ollis, General D

Upcoming Council Meeting Agenda
February 10, 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 27, 2020 City Council Meeting, And February 4, 2020 Special City Council Meeting.**

   Documents:

   01-27-2020.PDF
   02-04-20 SPECIAL CITY COUNCIL MEETING.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.**
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.**

7. **Council Bill 2019-104. (Schilling, Hosmer, Ollis, And Simpson) Tabled At The October 21, 2019 City Council Meeting To The February 10, 2020 City Council Meeting.**

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

   Documents:

   2019-104.PDF

8. **Council Bill 2019-104. Substitute No. 1. (McClure) Tabled At The October 21, 2020 City Council Meeting To The February 10, 2020 City Council Meeting.**

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

   Documents:

   2019-104S1.PDF

9. **Council Bill 2019-252. (Ollis, Lear, And McGull) Tabled At The January 13, 2020 City Council Meeting To The February 10, 2020 Council Meeting.**

   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.)

   Documents:

   2019-252.PDF

10. **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

11. **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

12. **RESOLUTIONS.**

13. **EMERGENCY BILLS.**

14. **PUBLIC IMPROVEMENTS.**

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

16. **Council Bill 2020-022. (Hosmer)**

    A special ordinance authorizing the City Manager, or his designee, to accept a pass-through Trade and Economic Transition-National Dislocated Worker Grant in the amount of $154,000 from the Missouri Department of Higher Education and Workforce Development to create a registered apprenticeship training model; to enter into necessary agreements to carry out the grant; amending the budget for the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of $154,000 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

    Documents:

    2020-022.PDF

17. **Council Bill 2020-023. (Ollis)**

    A special ordinance authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Conservation in the amount of $35,000.00, to support native plant establishment and enhancement for the Fassnight Creek Naturalization at the Springfield Art Museum Project; entering into a Cooperative Agreement with the Missouri Department of Conservation; amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of $35,000.00 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

    Documents:

    2020-023.PDF

18. **AMENDED BILLS.**

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

20. **Council Bill 2020-024. (Simpson)**

    A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 0.69 acres of property, generally located at 3750 South Campbell Avenue, from HC, Highway Commercial district to GR, General Retail district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: TRB Kickapoo, LLC; 3750 South Campbell Avenue; Z-1-2020.)

    Documents:

    2020-024.PDF

21. **Council Bill 2020-025. (Schilling)**

    A special ordinance granting Conditional Use Permit No. 441 for the purpose of authorizing an automotive service garage to operate within the GR, General Retail, district located at 216 West Weaver Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval.) (By: McKeen Trust, LLC; 216 West Weaver Road; Conditional Use Permit 441.)

    Documents:

2020-025.PDF

22. **Council Bill 2020-026. (Fisk)**

A general ordinance amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-451 for the purpose of allowing the provision of cosmetology services as a permitted home occupation. (Staff and Planning and Zoning Commission recommend approval.)

Documents:

2020-026.PDF

23. **Council Bill 2020-027. (Ferguson)**

A special ordinance vacating a portion of public right-of-way located in the 200 block of East Phelps Street upon the occurrence of certain conditions. (Staff and Planning and Zoning Commission both recommend approval.) (By: Board of Governors of Missouri State University; 200 blk East Phelps Street; Vacation 814.)

Documents:

2020-027.PDF

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

25. **Council Bill 2019-279. (Ferguson) Tabled At The December 16, 2019 City Council Meeting To The February 10, 2020 City Council Meeting.**

A general ordinance amending Chapter 40 of the City Code, Article II, 'Workable Program,' Section 40-15; for the purpose of modifying the Workable Program's requirements regarding Payments in Lieu of Taxes.

Documents:

2019-279.PDF

26. **Amended Council Bill 2019-252. Substitute No. 1. (Hosmer) Amended And Tabled At The January 27, 2020 City Council Meeting To The February 10, 2020 City Council Meeting.**

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:

AMENDED2019-252S1.PDF

27. **Council Bill 2020-007. (Hosmer) Tabled At The January 27, 2020 City Council Meeting To The February 10, 2020 City Council Meeting.**

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 2020-028. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding between City Utilities of Springfield, Missouri, doing business as "SpringNet" and the City of Springfield, Missouri, to allow alternate methods for permitting and cost recovery for work on City rights-of-way associated with a large, specialized project known as the SpringNet Fiber Optic Expansion Project.

Documents:

2020-028.PDF

29. **Council Bill 2020-029. (Fisk)**

A special ordinance authorizing the City Manager to enter into an addendum to the annual agreement with the Springfield Convention & Visitors Bureau, Inc., executed on July 30, 2019; and amending the City's budget for Fiscal Year 2019-2020 in the amount of $250,000, for the purpose of reflecting current and projected operational changes.

Documents:

2020-029.PDF

30. **Council Bill 2020-030. (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into a Cost Share Agreement between the City of Springfield, Missouri, The Board of Governors of Missouri State University and the Vecino Group for the purpose of apportionment of costs for stormwater improvements through the "Innovation, Design, Entrepreneurships and Arts Commons" development area. (Staff Recommends Approval.)

Documents:

2020-030.PDF

31. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Josephine Grace wishes to address City Council.

32. **NEW BUSINESS.**

The Mayor recommends the following appointment to the Springfield Convention & Visitors Bureau: Bob Belote with term to expire January 1, 2021.

The Mayor recommends the following appointment to the Springfield Convention & Visitors Bureau: Laura Head-Elliott with term to expire January 1, 2023.

The Mayor recommends the following appointment to the Tree City USA Citizen Advisory Committee: Laurel Bryant with term to expire December 1, 2021.

33. **UNFINISHED BUSINESS.**

34. **MISCELLANEOUS.**

35. **CONSENT AGENDA – FIRST READING BILLS. See Item #3.**

36. **Council Bill 2020-031. (Simpson)**

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 Magers Crossroads at 65, generally located at 3525 East Battlefield Road, 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:

2020-031.PDF

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

38. **Council Bill 2020-032. (McClure)**

A resolution confirming the reappointment of John Heitz, Robert Lowe, Jr., and Carl Price to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

Documents:

2020-032.PDF

39. **CONSENT AGENDA – SECOND READING BILLS.**

40. **END OF CONSENT AGENDA.**

41. **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 27, 2020
Springfield, Missouri

The City Council met in regular session January 27, 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: Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, Richard Ollis, Andrew Lear, Abe McGull, and Ken McClure. Absent: None.

Minutes

The minutes of January 13, 2020 were approved as presented.

Consent Agenda

A request was made to remove Council Bill 2020-016 from the Consent Agenda Second Reading Bills and it was added as item number 17.5 under Second Reading Bills. The Consent Agenda was approved as amended by the following vote:

Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

The following item appeared on the agenda under Ceremonial Matters

Sworn In

Anita Cotter, City Clerk swore in Paul Lewis to the Landmarks Board, Shanda Trautman to the Public Building Corporation, Alexandra Sheppard to the Citizens Advisory Committee for Community Development, and Louise Knauer to the Board of Public Utilities.

City Manager Report

Jason Gage, City Manager noted Police Chief Paul Williams provided councilmembers with the year-end Uniform Crime Report for 2019. The report, along with a news release will be provided to the public this week.

Mr. Gage encouraged citizens to mark their calendars regarding upcoming Forward SGF Visioning Workshops. He noted the two-hour event includes a facilitated hands-on group mapping exercise and helps chart the City's course for the future. Additionally, planning consultants from Houseal Lavigne Associates will be presenting their findings, compiled in an Issues and Opportunities report, at a joint City Council Lunch Workshop with the Planning and Zoning Commission on Tuesday, January 28.

Mr. Gage provided an update from the Springfield-Greene County Health Department concerning the Coronavirus. He noted in December 2019, the first cases of what is currently being called the 2019 Novel Coronavirus emerged in Wuhan City, China. To date, there have been two cases of the illness in the United States - in Seattle and Chicago. Both domestic cases had direct travel to Wuhan City. Currently, the CDC recognizes this illness as low risk to the general public. The Springfield-Greene County Health

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Department will shortly be distributing a community response plan to area partners if the virus is identified in our community.

Mr. Gage noted the Mayor's Commission on Human Rights and Community Relations is working to gain feedback from the community on issues of inclusion. Their Community Inclusion Survey is live at tinyurl.com/sgfinclusion.

The following bills appeared on the agenda under Second Reading Bills

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.)

Council Bill 2020-002. Ordinance 6566 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.)

Council Bill 2020-003. Ordinance 6567 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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

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with Conditional Overlay No. 180.)

Council Bill 2020-004. Ordinance 6568 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

Rezoning 3411 South Kansas Avenue

Sponsor: Schilling. 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.)

Council Bill 2020-005. Ordinance 6569 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.)

Councilman Simpson expressed his support for the proposed. He noted the proposed is consistent with both the with the City Comprehensive Plan and Walkability Vision Statement.

Councilman Schilling asked how a connection to Downing Street would be accomplished. Mary Lilly Smith, Director of Planning and Development noted the bill does not establish a street connection, however, a driveway could connect to Downing Street. Councilman Schilling asked if citizens on Downing Street had a chance to weigh-in on the matter. Ms. Smith answered affirmatively.

Councilman Hosmer asked if Holland Street extends to Sunset Street. Ms. Smith noted it does not. He asked where the school was located. Ms. Smith noted it is north on Holland Street. He noted he would not support the proposed, expressing his concern with development in a flood zone, potential increase in traffic, and residential opposition to the proposed.

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Councilman Lear expressed his support for the proposed. He expressed his belief the area will be enhanced by the proposed. He further expressed his belief the character of the neighborhood would be maintained.

Mayor McClure asked if there was a protest petition regarding the rezoning. Anita Cotter, City Clerk answered affirmatively. She noted the signatures received were found to be insufficient at 2.56 percent, therefore, a supermajority vote would not be required to pass the proposed. He asked what the required percentage is to pass a protest petition. Ms. Cotter noted it is 30 percent of property owners within 185 feet of the proposed rezoning. He asked staff if there was an abandoned shopping center across the street. Ms. Smith answered affirmatively.

Councilman Schilling expressed his belief the abandoned shopping center was constructed as part of a federal housing project several decades ago but has since fell into disarray.

Mayor McClure asked if there are apartments to the east of the shopping center. Ms. Smith answered affirmatively.

Council Bill 2020-006. Ordinance 6570 was approved by the following vote: Ayes: Simpson, Fisk, Ollis, Lear, McGull, and McClure. Nays: Schilling, Ferguson, and Hosmer. Absent: None. Abstain: None.

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.

Council Bill 2020-008. Special Ordinance 27269 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Councilman Ollis asked what staff anticipates will happen as the community discusses projects that would enhance quality of place for all citizens. Jason

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Gage, City Manager thanked councilmembers for prioritizing quality of place. He discussed establishing a framework for vetting all projects to define quality of place as well as determine if projects meet that expectation.

Council Bill 2020-009. Special Ordinance 27270 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Council Bill 2020-010. Ordinance 6571 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Councilman Ollis noted he continues to get feedback regarding the permitting process and asked for an update on software to handle permitting.

Jason Gage, City Manager expressed his belief the key is acquiring software that does not let the technology outweigh the human element of being responsive to requests. He noted the importance of having clear policies moving forward that aid the City in being problem solvers.

Councilman Simpson expressed his support for the proposed.

Council Bill 2020-011. Special Ordinance 27271 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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

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necessary hardware to implement a system to record the feeds from City of Springfield owned traffic cameras at a cost of $90,000.00.

Council Bill 2020-012. Special Ordinance 27272 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Councilman McGull noted he serves as Chairman of the Community Foundation of the Ozarks and would therefore abstain.

Council Bill 2020-013. Special Ordinance 27273 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: None. Abstain: McGull.

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.

Councilman Hosmer asked if the proposed is a legal expense action item. Jason Gage, City Manager answered affirmatively and noted Sarah Kerner, Director of Economic Development could elaborate. Ms. Kerner noted the proposed would allow the developer to deposit funds from the City to pay legal fees to explore the funding agreement request. Councilman Hosmer asked if the developer was seeking a blight designation as well as abatement. Ms. Kerner answered affirmatively. He asked if there is a statutory prohibition from having a TIF and abatement at the same time. Ms. Kerner noted it is a discretionary policy.

Councilman Schilling asked for clarity regarding research expenses. Ms. Kerner noted it is common to do a preliminary funding agreement for a TIF request. She expressed her belief the proposed is uncommon, as it amends the boundary of the TIF to remove property. She further noted the expense is incurred by the City due to the request.

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Council Bill 2020-016. Special Ordinance 27274 was approved by the following vote: Ayes: Simpson, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: Schilling. Absent: None. Abstain: None.

The following bill appeared on the agenda under Resolutions

Missouri Department of Natural Resources Grant

Sponsor: Ferguson. Council Bill 2020-019. 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.

Chris Dunnaway, Principal Engineer provided a brief overview of the proposed. He noted if the proposed passed, funds would go toward water quality enhancements, including components above and beyond the current project scope. He further noted the required 40 percent match of the grant would come from the level property tax planned for the project.

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

Council Bill 2020-019. Resolution 10491 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

The following bills appeared on the agenda under First Reading Bills

International Property Maintenance Code Substitute No. 1

Sponsor: Hosmer. Council Bill 2019-252 Substitute No. 1. 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.'

Councilman Hosmer moved to amend Council Bill 2019-252 Substitute No. 1 by striking the word "dwelling" from line 54 and replacing it with the word "structure". Councilman Lear seconded the motion.

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

Harlan Hill, Director of Building Development Services provided a brief overview of the proposed. He noted the 2018 Property Maintenance Code would be kept intact with minor modifications. He expressed his belief the proposed would enhance enforceability of the Code.

Mayor Pro Tem Ferguson asked if a property owner's sewer line was more than 30 feet away from its sewer spillage onto an adjacent property, would it be considered a violation under the proposed. Mr. Hill expressed it was written and intended to address the issue at the source. He further expressed his belief that lines 60 through 62 address immediate and adjacent concerns, but he would consult with the Law Department to provide clarity. She asked if the proposed addresses rodents or insects impacting neighboring homes. Mr. Hill noted Chapter 74 deals with the harborage of rodents, insects, and other infestations. She asked if the third word on line 79, and fifth word on line 80 should read "coated" rather than "coded". Mr. Hill responded affirmatively. She asked how children would be protected from harmful dust or lead-based paint if repairs are not required to the interior of homes under lines 102 and 103. Mr. Hill noted state laws concerning lead-based paint remain enforceable. She expressed her belief staff should look at the issue both from an environmental and maintenance perspective.

Mayor Pro Tem Ferguson moved to amend Council Bill 2019-252 Substitute No. 1 by striking the word "coded" from lines 79 and 80 and replacing it with the word "coated". Councilman Simpson seconded the motion.

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

Mayor Pro Tem Ferguson moved to table Council Bill 2019-252 Substitute No. 1 until the February 10, 2020 City Council Meeting. Councilman McGull seconded the motion.

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

Dangerous, Blighted and Nuisance Building Code

Sponsor: Hosmer. Council Bill 2020-007. 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

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property maintenance code to other listed codes.

Harlan Hill, Director of Building Development Services provided a brief overview of the proposed. He noted the Property Maintenance Code has not historically been listed under Chapter 26. He expressed his belief that doing so would enhance enforceability.

Mayor McClure noted Council Bill 2020-007 is closely linked with Council Bill 2020-252 Substitute No. 1, which was tabled. He asked if it made since to table the proposed. Jason Gage, City Manager answered affirmatively, however, he deferred to Mr. Hill. Mr. Hill agreed tabling the proposed made sense.

Mayor Pro Tem Ferguson asked if the word “foundation” should be added to lines 26 and 29. Mr. Hill answered affirmatively.

Mayor Pro Tem Ferguson moved to table Council Bill 2020-007 until the February 10, 2020 City Council Meeting. Councilman Simpson seconded the motion.

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

Fee Schedule

Sponsor: Lear, Fisk, Schilling, Simpson. Council Bill 2020-020. 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.)

David Holtmann, Director of Finance provided a brief overview of the proposed. He noted 257 fees for services were evaluated, six new fees are recommended to be established, and several are recommended to be increased or reduced.

Councilman McGull asked if the increase in fees is directly related to the City expenditure of time and effort to issue the permit. Mr. Holtmann answered affirmatively.

Councilman Hosmer asked if the fee study examined “fees in lieu of”. Mr. Holtmann deferred to Dan Smith, Director of Public Works. Mr. Smith noted he would investigate and provide information to councilmembers. He asked if the City collects and uses the fee to offset costs. Jason Gage, City Manager answered affirmatively.

Councilman Lear noted “fees in lieu of” were not in the study but concurred

councilmembers should understand where the fees derived. He asked staff to add that information to their worklist to provide to councilmembers.

Mayor McClure thanked The Finance and Administration Committee as well as staff for their work on the issue.

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

Special Obligation Improvement Bonds

Sponsor: Ollis. Council Bill 2020-021. 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.

David Holtmann, Director of Finance provided a brief overview of the proposed. He noted the bond issue is the first of three planned bonds. He further noted projects were identified by the 2017 Level Property Tax Campaign.

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

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

Did Not Appear

Robert Anderson wishes to address City Council.

The following item appeared on the agenda under 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.

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

DRAFT

The following bill s appeared on the agenda under Consent Agenda
Second 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.)

Council Bill 2020-014. Special Ordinance 27275 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.)

Council Bill 2020-015. Special Ordinance 27276 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Council Bill 2020-017. Special Ordinance 27277 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

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.

Council Bill 2020-018. Special Ordinance 27278 was approved by the following vote: Ayes: Simpson, Schilling, Ferguson, Fisk, Hosmer, Ollis, Lear, McGull, and McClure. Nays: None. Absent: None. Abstain: None.

DRAFT

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

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

END OF CONSENT AGENDA.

Motion to Adjourn Councilman McGull moved to Adjourn. Councilman Simpson seconded the motion, and it was approved by the following vote: Ayes: None. Nays: None. Absent: None. Abstain: None. The meeting adjourned at 7:50 p.m.

Prepared by
Johnathan
Saunders

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

February 4, 2020
Springfield, Missouri

The City Council met in special session February 4, 2020 in the Councilman Denny Whayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call Present: Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, Richard Ollis, Abe McGull, and Ken McClure. Absent: Andrew Lear.

SECOND READING

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

PUBLIC HEARING

FIRST READING

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

CONSENT AGENDA ONE READING BILLS

CONSENT AGENDA SECOND READING

END OF CONSENT AGENDA

Closed Session Councilman Hosmer moved City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups pursuant to Section 610.021(9), RSMo; this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Anita J. Cotter, CMC/MRCC
City Clerk

DRAFT

DRAFT

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 04-16-19

Sponsored by: Schilling, Hosmer, Ollis, and Simpson

First Reading _____ Second Reading _____

COUNCIL BILL 2019-104 GENERAL ORDINANCE_____

AN ORDINANCE

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

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

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

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

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

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

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

NOTE: Language to be added is underlined.

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

Sec. 70-725. – Title.

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

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

City Council finds and declares the following:

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

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

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

Sec. 70-727. – Definitions.

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

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

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

Establishment.

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

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

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

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

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

(c) The permit fees required by the Short-Term Lending Code are intended to defray the costs of investigating and processing the applications for the permits, of any enforcement efforts required by the Short-Term Lending Code, and costs to the public for the economic damage associated with short-term loans.

Sec. 70-729. – Permit required.

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

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

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

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

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

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

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

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

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

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

Sec. 70-731. – Compliance with Code.

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

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

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

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

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

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

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

Sec. 70-735. – Contents of application.

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

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

(b) The business name, street address of the business premises, electronic mail address of the business, and telephone number of the business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 70-738. – Display of permit.

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

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

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

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

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

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

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

(3) The interest rates and fees charged;

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

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

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

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

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

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

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

Sec.70-742. – Revocation or denial.

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

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

Sec.70-743. – Renewal of permit.

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

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

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

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

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

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

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

Passed at meeting: _____

_____
Mayor

Attest:_____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-104

FILED: 04-16-19

ORIGINATING DEPARTMENT: Law

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

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

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

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

Sponsored by: McClure

First Reading _____ Second Reading _____
SUBSTITUTE
COUNCIL BILL 2019-104 GENERAL ORDINANCE _____

AN ORDINANCE

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

_____

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

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

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

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

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

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

NOTE: Language to be added is underlined.

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

Sec. 70-725. – Title.

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

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

City Council finds and declares the following:

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

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

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

Sec. 70-727. – Definitions.

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

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

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

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

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

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

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

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

Sec. 70-729. – Permit required.

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

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

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

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

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

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

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

Sec. 70-731. – Compliance with Code.

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

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

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

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

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

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

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

Sec. 70-735. – Contents of application.

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

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

(b) The business name, street address of the business premises, electronic mail address of the business, and telephone number of the business;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 70-738. – Display of permit.

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

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

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

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

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

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

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

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

(3) The interest rates and fees charged;

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

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

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

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

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

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

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

Sec.70-742. – Revocation or denial.

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

limitation, Section 70-51.

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

Sec.70-743. – Renewal of permit.

(a) All Short-Term Loan Establishment permits shall expire on December 31 of each calendar year. Renewal applications for such permits shall be submitted between October 1 and November 30 of each calendar year. A Short-Term Loan Establishment permit issued under the Short-Term Lending Code may be renewed if an application in the form provided by the Director has been filed with the Director and if the applicant is in compliance with the requirements of the Short-Term Lending Code for an original permit including but not limited to Section 70-736 of the Short-Term Lending Code.

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

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

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

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

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

Passed at meeting: _____

_____
Mayor

Attest:_____, City Clerk

Filed as Ordinance: _____

Approved as to form:_____, City Attorney

Approved for Council action:_____, City Manager

EXPLANATION TO SUBSTITUTE COUNCIL BILL 2019-104

FILED: 04-16-19

ORIGINATING DEPARTMENT: Law

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

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

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

One rdg._____
P. Hrngs._____
Pgs. 7
Filed: 10-29-19

Sponsored by: Ollis, Lear and McGull

First Reading:_____ Second Reading: _____

COUNCIL BILL 2019- 252 GENERAL ORDINANCE _____

AN 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.)

_____

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

Section 1 – Springfield City Code, Chapter 36, Article VII, 'International Property Maintenance Code,' is repealed in its entirety and a new Article VII is enacted in lieu thereof, to read as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

ARTICLE VII. – INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 36-615. – Adoption of 2018 International Property Maintenance Code.

City Council hereby adopts the 2018 International Property Maintenance Code as published by the International Code Council and all referenced standards therein as if spelled out verbatim in this Ordinance, except such portions thereof as are hereinafter deleted, modified, or amended. This code shall be designated as Article VII, 'International Property Maintenance Code,' of Chapter 36 the Springfield City Code, known as the 'Land Development Code.' A copy of the International Property Maintenance Code is on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri.

Sec. 36-616. – Deletions, modifications, amendments, and additions.

The 2018 International Property Maintenance Code, as adopted is hereby amended as follows:

(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.

Section 202 General Definitions

~~BASEMENT. That portion of a building which is partly or completely below grade.~~

~~INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.~~

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.

~~OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.~~

~~PERSON. An individual, corporation, partnership or any other group acting as a unit.~~

VACANT STRUCTURE. ~~A structure that is substantially void of personal belongings and furnishings.~~ A dwelling not occupied or used by a person.

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 301.3.1 A boarded-building-permit fee is established in Article XII section 36-1212 (5). Each time a boarded-building permit expires, the department of building development services may renew the permit and charge an additional $200 permit fee for the renewal.

Section 301.4 Disconnection or removal of required facilities. No owner, operator, or occupant may cause any service, facility, equipment, or utility, required under this article, to be removed from, shut off, or discontinued for any occupied dwelling. However, the director of the Department of Building Development Services may allow a

temporary disconnection or removal of required facilities, if necessary, under the utility-transfer clause of a lease agreement, while actual repairs or alterations are in process, or during temporary emergencies.

Section 301.5 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 to the public or other property owners.

Subsections 302.4 Weeds and 302.8 Motor Vehicles are deleted in their entirety.

Subsections 304.2 Protective treatment and 304.3 Premises identification are deleted in their entirety.

Section 304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials and maintained weatherproof. ~~and properly surface coated where required to prevent deterioration.~~

Section 304.9 Overhang extensions. All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts, shall be maintained in good repair and properly anchored so as to be kept in sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay ~~or rust by periodic application of weather coating materials, such as paint or similar surface treatments~~.

Section 304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair~~. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.~~

Section 304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable. ~~and capable of being held in an open position by window hardware.~~

Section 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 304.17 Guards for basement windows. Every basement window that is openable shall be supplied with ~~rodent shields,~~ storm windows or other approved protection against the entry of rodents.

~~Section 304.19 Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrance shall tightly secure the gates.~~

Section 305 Interior Structure

Subsection 305.3 Interior surfaces is deleted in its entirety.

Section 306 Component Serviceability is deleted it its entirety and replaced with:

Section 306 Use of Cellar or Basement as Habitable Room or Dwelling Unit.

1. No cellar space may be used as a dwelling unit.

2. No cellar or basement space may be used as a habitable room and no basement space may be used as a dwelling unit unless:

   a The floor and walls are impervious to leakage of underground and surface runoff water and are fully insulated against moisture intrusion and dampness;

   b The total window area in each room is equal to at least the minimum window area size as required in Section 402;

   c Such required minimum window area is located entirely above the grade of the ground adjoining such window area; and,

   d 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 some other device affording adequate ventilation, which is approved by the director of the Department of Building Development Services in writing.

3. Notwithstanding the provisions of this section, any basement or cellar space may be used for living, eating, cooking, or sleeping if, for each such use, there are other facilities complying with this article available within the same dwelling for the occupants thereof. The intent of this subsection is to allow any basement or cellar space to be used as a habitable room if it is supplemental to, or in addition to, a dwelling unit or habitable room complying with this article.

Section 308.2.1 Rubbish storage facilities. The owner of every occupied premises containing five or more dwelling units shall supply an approved covered container for rubbish and the owner of the premises shall be responsible for the removal of rubbish.

Section 308.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.

Exception: The owner-supplied garbage container shall only apply to occupied premises containing five or more dwelling units.

Section 602 Heating Facilities

Section 602.3 Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, ~~to~~ shall furnish a heat source permitted by City Code to the occupants thereof ~~shall supply heat~~ during the period from October 1 to April 30 each year ~~to maintain a~~ capable of maintaining a minimum temperature of 68 degrees F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Section 606 Elevators, Escalators and Dumbwaiters is deleted in its entirety.

Sec. 36-617. – Penalty clause.

Any person convicted of: violating this article; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least $200.00 for the first offense, $400.00 for the second offense, and $500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

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

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. 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: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019-252

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: 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.)

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 Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved by Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

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

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.)

WHEREAS, City Code Sec. 2-425 authorizes the City to charge various fees in amounts contained on schedules adopted by Ordinance and on file with the City Clerk; and

WHEREAS, an "Evaluation of Charges for Municipal Services," attached hereto as "Exhibit A" has been compiled by the City's Finance Department; and

WHEREAS, "Exhibit A" contains the Fee Schedule for various City fees to be charged for certain services; and

WHEREAS, the "Evaluation of Charges for Municipal Services," and accompanying Fee Schedules were presented to the Finance and Administration Committee, at the Committee's January 8, 2020 meeting; and

WHEREAS, said Committee recommended that said Evaluation and Fee Schedules be forwarded to City Council for adoption; and

WHEREAS, a public hearing was held on January 27, 2020, concerning the proposed changes to the City's current fee ordinance; and

WHEREAS, all new or revised fees shall be effective July 1, 2020.

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

Section 1 – City Council hereby adopts the Fee Schedule contained within the "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: _____, Assistant City Attorney

Approved for Council action: _____, 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 evalutation 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

CITY OF SPRINGFIELD, MISSOURI

Exhibit A

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.

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 where 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.

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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					
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**	**Comments**
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 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.
		Building Plan Review	$ 410	$ 413	99%	305	$ 125,026	$ 413	0.8%	100%	$ 125,965	$ 939	
		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					
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	Comments
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					
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	Comments
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					
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	Comments
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					
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	Comments
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					
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**	**Comments**
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					
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**	**Comments**
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					
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**	**Comments**
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					
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**	**Comments**
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					
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	Comments
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					
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**	**Comments**
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					
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**	**Comments**
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					
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**	**Comments**
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					
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	Comments
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.

CITY OF
Springfield

CHARGES FOR SERVICES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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	Comments
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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	Comments
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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	Comments
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%	$ -	$ -	
		Battalion Chief per hour	$ 45	$ 44	101%	9	$ 426	$ 44	-1.4%	100%	$ 420	$ (6)	Responses outside the City of Springfield; on-duty personnel the standard rate applies; recalled personnel 125% of the standard rate applies.
		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%	$ -	$ -	Cost of supplies and damaged equipment, actual replacement costs apply.
		Fire Chief per hour	$ 102	$ 98	104%	0	$ -	$ 98	-3.7%	100%	$ -	$ -	
		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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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**	**Comments**
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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	Comments
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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	Comments
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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	Comments
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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	Comments
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					
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	Comments
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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**	**Comments**
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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	Comments
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

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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**	**Comments**
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.

CITY OF
Springfield

ORDINANCE VIOLATION CHARGES

			Current Status Based on FY 18-19 Data					Proposed Fees for FY 20-21					
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**	**Comments**
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					
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**	**Comments**
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				
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	Comments
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				
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	Comments
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				
Department	Fee Category	Service Description	Current Fee	Units of Service	Revenue Generated	Proposed Fee	% Change in Fee	Projected Revenue	Change in Revenue	Comments
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

Exhibit B

BUILDLING DEVELOPMENT SERVICES
CITY OF SPRINGFIELD
(Effective 07/01/2020)

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.

1st 50,000 of **Construction Factor** **x** .005	= Permit Fee	A	+
2nd 50,000 of **Construction Factor** **x** .004	= Permit Fee	B	+
3rd 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**

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

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

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

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

COMMERCIAL AIR TEST ONLY PERMIT FEE $164.00

COMMERCIAL MECHANICAL, ELECTRICAL AND PLUMBING PERMIT FEES WHICH ARE NOT ASSOCIATED WITH A BUILDING PERMIT:

PERMIT FEE $164.00

MECHANICAL REFRIGERATION (COOLER) PERMIT FEE $ 25.00

COMMERCIAL EXHAUST HOOD PERMIT FEE $ 25.00

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 <u>NO CALCS</u> 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**

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**

<u>MISCELLANEOUS FEES</u>

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 1st Re-Inspection	**$100.00**
After the 2nd and 3rd Re-Inspection	**$200.00 /each**
After 4th 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:**

1st 50,000 of **Construction Factor x** 0.004	= Permit Fee	A +
2nd 50,000 of **Construction Factor x** 0.003	= Permit Fee	B +
3rd 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 WHICH ARE NOT ASSOCIATED WITH A BUILDING PERMIT **$ 87.00**

RESIDENTIAL MECHANICAL FURNACE AND / OR AIR CONDITIONER CHANGE OUTS: **$ 37.00**

RESIDENTIAL PLUMBING WATER HEATER CHANGE OUTS: **$ 37.00**
(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 **$116.00**
(Site Plan Approval and Signed Agreement Required)

FAMILY HOME DAY CARE INSPECTION PERMIT FEE: **$116.00**

RESIDENTIAL WHEEL CHAIR RAMP PERMIT FEE **NO COST PERMIT**
(Site Plan and Elevation Slope Approval Required)

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 1st Re-Inspection	**$100.00**
After the 2nd and 3rd Re-Inspection	**$200.00 /each**
After 4th 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)**

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

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

TRUST INDENTURE

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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

Stated Maturity November 1	Principal Amount	Annual Rate of Interest
20	$,000	%
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	

Term Bonds

Stated Maturity November 1	Principal Amount	Annual Rate of Interest
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

November 1	Principal Amount
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 hat 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-Presentment 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	$2,547,000
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 **Registered**
No. R-___ **$_____**

CITY OF SPRINGFIELD, MISSOURI

SPECIAL OBLIGATION IMPROVEMENT BOND
SERIES 2020

Interest Rate	Maturity Date	Dated Date	CUSIP
%	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

By: _____
Title: Mayor

(SEAL)

ATTEST:

By: _____
Title: City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture.

BOKF, N.A., as trustee

By: _____
Title: Authorized Signatory

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

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED FEBRUARY __, 2020

Exhibit B

BOOK ENTRY ONLY

Moody's Rating: ___
See "RATING" herein

*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*

Maturity November 1	Principal Amount	Interest Rate	Yield	Price
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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APPENDIX A: City of Springfield, Missouri – General, Economic and Financial Information

APPENDIX B: Definitions of Words and Terms and Summary of the Indenture

APPENDIX C: Summary of the Continuing Disclosure Agreement

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

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

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	$2,547,000
Total	$17,875,400

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

November 1	Principal Amount
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 overallot 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 shall 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 CONSULSTING MISSOURI LAGERS GASB STATEMENT NO. 68 EMPLOYER REPORTING ACCOUNTING SCHEDULES – 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

BOKF, N.A.,
as Trustee

$[Principal Amount]
City of Springfield, Missouri
Special Obligation Improvement Bonds
Series 2020

TAX COMPLIANCE AGREEMENT

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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 **BOKF, 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	$ 0.00

(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? 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
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? 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
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

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 (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

Year (November 1)	Principal Amount	Interest Rate	Price	Hold-The-Offering-Price Maturities	General Rule Maturities (At least 10% sold at Initial Offering Price)
	$	%	%		

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

City Manager Date

Authorization:

Council Bill No. 2020-021
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed: 02-04-20

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-022 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a pass-through Trade and Economic Transition-National Dislocated Worker Grant in the amount of $154,000 from the Missouri Department of Higher Education and Workforce Development to create a registered apprenticeship training model; to enter into necessary agreements to carry out the grant; amending the budget for the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of $154,000 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, the City has the opportunity, through its Department of Workforce Development, to accept $154,000 in funds allocated by the United States Department of Labor through the Missouri Department of Higher Education and Workforce Development to create a registered apprenticeship training model that anticipates serving 35 individuals during the performance period; and

WHEREAS, an amendment to the budget of the Department of Workforce Development for Fiscal Year 2019-2020 has been approved and recommended by the City Manager.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept to a pass-through Trade and Economic Transition-National Dislocated Worker Grant in the amount of $154,000 from the Missouri Department of Higher Education and Workforce Development to create a registered apprenticeship training model, for receipt and use by the City's Department of Workforce Development, and to do all things necessary to accept and to carry out the grant, including the execution of contracts, provided the form of any such contract is approved by the City Attorney.

Section 2 – The budget of the City's Department of Workforce Development, for

Fiscal Year 2019-2020, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 032, a copy of which is attached hereto and incorporated herein by reference as "Exhibit A."

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-022

FILED 02-04-20

ORIGINATING DEPARTMENT: Workforce Development

PURPOSE: Authorizing the City Manager, or his designee, to accept a Trade and Economic Transition-National Dislocated Worker Grant from the United States Department of Labor and the Missouri Department of Higher Education and Workforce Development to create a registered apprenticeship training model, to enter into necessary agreements to carry out the grant; amending the budget of the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of $154,000 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

BACKGROUND INFORMATION: The funding is passed through the Department of Labor to the Missouri Department of Higher Education and Workforce Development, which shall serve as the project manager of the grant. The Department of Workforce Development shall serve as a partner to the program for the performance period of April 2019 through June 30, 2022.

The purpose of this grant is to create a registered apprenticeship training model that anticipates serving 35 individuals during the performance period. The statewide goal of the program is 300.

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

Recommended by:

Sally Payne, Interim Director
Department of Workforce Development

Approved by:

Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
032

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24100	21	28210	416010			$ 154,000	Trade and Economic Transition - National Dislocated Worker Grant revenues
Net Revenue Adjustment						$ 154,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24100	21	28210	500110			$ 10,900	Base Salaries
24100	21	28210	500210			244	LAGERS Contribution
24100	21	28210	500250			837	FICA Contribution
24100	21	28210	500260			1,910	Health Insurance Contribution
24100	21	28210	500280			109	Workmans Comp Contribution
24100	21	28210	502680			140,000	Occupational Skills Training
Net Expenditure Adjustment						$ 154,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY29-20 budget by appropriating federal grant revenue for the Trade and Economic Transition - National Dislocated Worker program.

Requested By:

Sally Payne 2/5/20
Department Head Date

Approved By:

2/5/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-022
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. X
P. Hrngs. _____
Pgs. 11
Filed: 02-04-20

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 023 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to accept a grant from the Missouri Department of Conservation in the amount of $35,000.00, to support native plant establishment and enhancement for the Fassnight Creek Naturalization at the Springfield Art Museum Project; entering into a Cooperative Agreement with the Missouri Department of Conservation; amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of $35,000.00 to appropriate the grant funds; and declaring that this bill qualifies for approval in one reading.

WHEREAS, City Council passed Resolution 10474 on September 9, 2019, authorizing application for these grant funds; and

WHEREAS, the project will naturalize approximately 1,000 linear feet of creek channel encompassing 1.5 acres of channel and riparian area; and

WHEREAS, the design will incorporate naturalized pools, native plantings, and opportunities for educational signage and usage of the area for educational programming; and

WHEREAS, the City was awarded these funds contingent upon executing the agreement attached hereto as “Exhibit A;” and

WHEREAS, matching funds will be provided through the project budget.

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

Section 1 – The City Manager, or his designee, is hereby authorized to accept grant funds in the amount of $35,000.00, from the Missouri Department of Conservation, for use in the Fassnight Creek Naturalization at the Springfield Art Museum Project, and to do all things necessary to accept and to carry out the grant,

including the execution of “Exhibit A,” which is attached hereto and incorporated herein by this reference, provided the form of any contract is approved by the City Attorney.

Section 2 – The budget of the Department of Public Works, for Fiscal Year 2019-2020, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 031, a copy of which is attached hereto and incorporated herein by reference as “Exhibit B.”

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-023

FILED: 02-04-20

ORIGINATING DEPARTMENT: Art Museum and Public Works

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Department of Conservation in the amount of $35,000.00, to support native plant establishment and enhancement for the Fassnight Creek Naturalization at the Springfield Art Museum Project; entering into a Cooperative Agreement with the Missouri Department of Conservation; and amending the budget of the Department of Public Works for Fiscal Year 2019-2020 in the amount of $35,000.00 to appropriate the grant funds.

BACKGROUND INFORMATION: Resolution 10474, authorized the City to apply for this grant in September 2019. As part of a larger master plan for the Springfield Art Museum, Fassnight Creek will be restored to a naturalized channel for flood mitigation, water quality improvement, and aquatic and terrestrial habitat. The project will naturalize approximately 1,000 linear feet of creek channel encompassing 1.5 acres of channel and riparian area. A Council Bill approving the plans and budgeting funds for construction of the project will be submitted at a later date. The design will incorporate naturalized pools, native plantings, and opportunities for educational signage and usage of the area for educational programming. Funding is needed for native plantings to achieve the habitat and water quality goals of the project.

REMARKS: Matching funds will be provided through the project budget. The Springfield Art Museum and Public Works recommends approval of this Council bill and budget adjustment.

Submitted by:

Carrie Lamb,
Water Quality Compliance Officer

Recommended by:

Nick Nelson,
Director Springfield Art Museum

Dan Smith,
Director of Public Works

Approved by:

Jason Gage,
City Manager

Exhibit A

Missouri Department of Conservation
Community Conservation Grant Program
Cooperative Agreement

Agreement components:

1. Cooperative Grant Agreement
2. Implementation Timeline
3. 15-year Management Plan
4. Map of project location
5. Conservation Practice Information Sheets

COMMUNITY CONSERVATION GRANT AGREEMENT

AGREEMENT BETWEEN MISSOURI DEPARTMENT OF CONSERVATION (MDC) AND:

Landowner/Cooperator Name: City of Springfield, Carrie Lamb (Main contact)			
Address: 840 N. Boonville Ave			
City: Springfield	**State:** MO	**Zip:** 65802	**Phone(s):** 417-864-1996
County: Greene	**Municipality (if applicable):** City of Springfield		

Practice Code (900.A-E):

Observable Outcomes	Date completed
Project mplementation plan	
15-year management plan	
Post-implementation project report	

MDC funding granted	Partner funding dedicated	Partner funding invested	TOTAL
$35,000	$2,101,000		$2,136,000

ATTACHMENTS: Implementation Plan, 15 Year Management Plan, Map, Conservation Practice Information Sheets

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I REQUEST GRANT ASSISTANCE TO INSTALL THE ABOVE DESCRIBED OBSERVABLE OUTCOMES(S). IF FUNDED, **I AGREE TO MAINTAIN** THE OUTCOMES FOR 15 YEARS, AND **I AGREE TO REFUND** ALL OR PART OF THE GRANT ASSISTANCE PAID TO ME IF, BEFORE THE EXPIRATION OF THE SPECIFIED PRACTICE LIFESPAN, I (a) FAIL TO SATISFACTORILY MAINTAIN THE OUTCOME, (b) DESTROY THE APPROVED OUTCOME, OR (c) VOLUNTARILY RELINQUISH CONTROL OR TITLE TO THE LAND ON WHICH THE APPROVED OUTCOME HAS BEEN ESTABLISHED AND THE NEW OWNER AND/OR OPERATOR OF THE LAND DOES NOT MAINTAIN THE OUTCOME FOR THE REMAINDER OF ITS LIFESPAN, WHETHER OR NOT NEW OWNER AGREES TO MAINTAIN THE OUTCOME. I FURTHER UNDERSTAND THAT FAILURE TO COMPLY WITH THIS AGREEMENT MAY MAKE ME INELIGIBLE FOR PARTICIPATION IN FUTURE MDC FUNDING PROGRAMS. FAILED OUTCOMES DUE TO CAUSES BEYOND THE LANDOWNER'S CONTROL (E.G. DROUGHT, FLOOD, ETC.) AS DETERMINED BY THE RESOURCE PLANNER, ARE CONSIDERED "NO-FAULT" TERMINATED. PENDING AVAILABLE FUNDING, LANDOWNER IS ELIGIBLE TO RE-ESTABLISH FAILED OUTCOME AS A NEW OUTCOME, WITH ALL DOCUMENTATION AND TIMELINES REINITIATED.

I CERTIFY THAT THE **FUNDS REQUESTED ABOVE DO NOT DUPLICATE** (although they may be used in conjunction or "piggybacked" with) FUNDS PROVIDED BY OTHER STATE OR FEDERAL COST SHARE PRACTICES AND THAT MULTIPLE PROGRAM ENROLLMENT ON THE SAME ACRE(S) WILL BE FOR COMPLIMENTARY PURPOSES.

IN SIGNING THIS FORM, I ATTEST AND CONFIRM LEGAL OWNERSHIP OF THE PROPERTY WHERE THESE PRACTICES WILL BE IMPLEMENTED, OR CAN LEGALLY REPRESENT THE OWNERSHIP FOR THE PURPOSE OF ENTERING INTO THIS CONTRACT TO IMPLEMENT THESE OUTCOMES AND ACCEPT PAYMENT ON BEHALF OF ALL OWNERS.

LANDOWNER(S) SIGNATURE_____ **DATE**_____

PRACTICE(S) APPROVED (MDC)_____ **DATE**_____

PRACTICE(S) COMPLETED (MDC)_____ **DATE**_____

Region: Southwest	Approved By: (Print Name) Ashley Schnake
Amount of Payment: $35,000	Signature:
WPI number: 308 / Acct Number: 9010	
Object Code Number: 3403	Title: Urban Wildlilfe Biologist
Appropriation: Expense	Date:

Community Conservation Grant Project
Implementation Timeline

Year 1	Practice/ Action
January	
February	Completion of design plans
March	
April	Bidding construction
May	
June	
July	
August	Notice to proceed for construction
September	
October	
November	
December	

Year 2	Practice/ Action
January	
February	Completion of construction
March	Completion of seeding/planting
April	Begin maintenance – first growing season
May	
June	
July	
August	
September	
October	
November	End maintenance – first growing season
December	

Year 3	Practice/ Action
January	
February	
March	
April	Begin maintenance – second growing season
May	
June	
July	
August	
September	
October	
November	End maintenance – second growing season
December	

Community Conservation Grant Project
15-Year Management Plan

1. Site description (*Define the ecological features: forests, open land, and aquatic habitats, fisheries, wildlife, soils, aesthetic, and other relevant resources or features. Suggested length: 1 paragraph*)

   The Springfield Art Museum is located in the heart of Springfield, south of Missouri State University in Phelps Grove Park. Fassnight Creek is currently confined in a concrete channel along the south property line of the museum next to Brookside Drive. Adjacent to the museum is Phelps Grove Park which consist of a mature grove of trees. The museum and park are surrounded by residential neighborhoods and pedestrian activity. Less than a mile to the west, a portion of the creek and riparian corridor has already been naturalized with native plantings.

2. Goals (*Describe the long-term vision for the property, its desired future condition and use. Suggested length: 1 paragraph*)

   As part of a larger master plan for the Springfield Art Museum, Fassnight Creek will be restored to a naturalized channel for flood mitigation, water quality improvement, and aquatic and terrestrial habitat. The project will naturalize approximately 1,000 linear feet of creek channel encompassing 1.5 acres of channel and riparian area.

3. Natural Resource Management (*This is the main portion of the management plan. Include details on vegetation management such as invasive species control, planting, forest stand improvement, prescribed fire, and mowing. Include seasonal timeframe for these activities. Suggested length: 1 page*)

   The concrete channelized portion of Fassnight Creek flowing through the Springfield Art Museum property will be redesigned starting with the removal of the concrete then allowing for the incorporation of naturalized pools and native plantings. See attached photo for design concept.

4. Community Engagement Plan (*Include details on volunteer contributions, recreational use, and educational opportunities that will be part of the project implementation and long-term management. Suggested length: 1-2 paragraphs*)

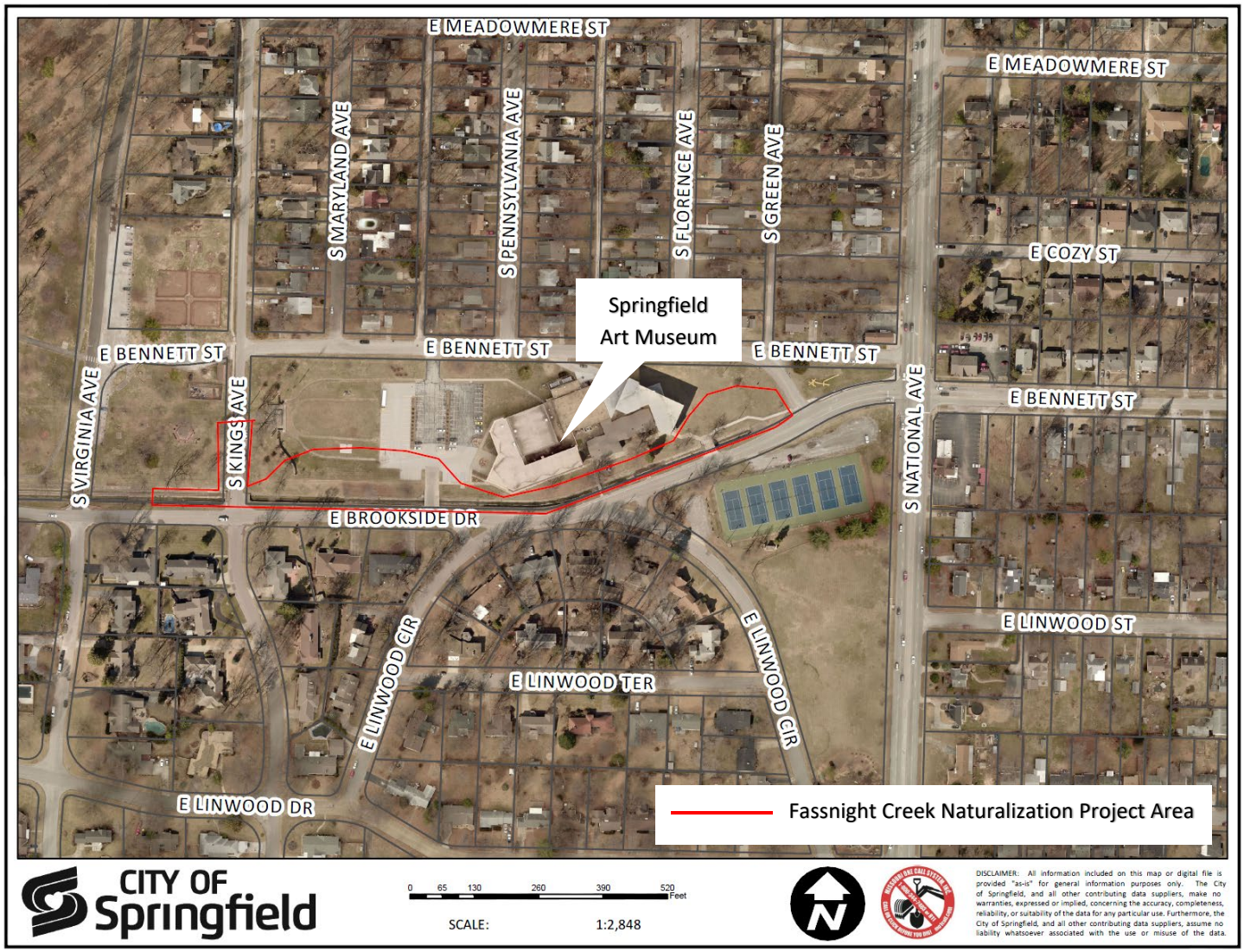
   The project is also expected to have the benefit of increasing awareness and acceptance of native plants due to its visibility by Art Museum visitors and surrounding residents. The project will also enhance the Art Museum as a field trip destination for Science, Technology, Art & Math (STEAM) programs. The Art Museum currently partners with Watershed Committee of the Ozarks on the Placeworks STEAM Residency that uses journaling to connect science and art and includes field trips to the Art Museum. There is also a desire for the Art Museum to serve as a monarch way station to tie in with butterfly habitat efforts at the Botanical Center on the south side of Springfield.

5. Monitoring (*To track changes in natural resources over time and assess the effects of management activities, each plan should include a detailed strategy for monitoring the habitat improvements and challenges. Designate who will be responsible for monitoring the site conditions. Suggested length: 1 paragraph*)

   The project will be maintained by the Art Museum in accordance with a maintenance plan that will be developed for the project. It is anticipated that the Art Museum will utilize a contractor who specializes in native plant maintenance. The City has prior experience with procuring the services of native landscape maintenance contractors on the South Creek project. The City also has an in-house water quality maintenance crew that specializes in native plant maintenance and will lend knowledge and experience to the maintenance effort for this project.

Community Conservation Grant Project
Map

See attached for design and master plan



Attachments: NRCA and MDC Conservation Practice Information Sheets and other Resources

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
031

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46150	20	73020	416020	000000	00000	$ 35,000	Missouri Department of Conservation State Grant Revenue for Native Plant Establishment and Enhancement on the Fassnight Creek Naturalization at the Art Museum Project
Net Revenue Adjustment						$ 35,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46150	20	73020	508570	000000	00000	$ 35,000	Native Plant Establishment and Enhancement on the Fassnight Creek Naturalization at the Art Museum Project
Net Expenditure Adjustment						$ 35,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY 2019-2020 budget by appropriating state grant revenues from the Missouri Department of Conservation for native plan establishment and enhancement on the Fassnight Creek Naturalization at the Art Museum Project.

Requested By:

Dan Smith 2/5/20
Department Head Date

Approved By:

2/5/20
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2020-023
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. X
Pgs. 14
Filed: 02-04-20

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-024 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 0.69 acres of property, generally located at 3750 South Campbell Avenue, from HC, Highway Commercial district to GR, General Retail district; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

WHEREAS, an application has been filed for a zoning change of the property generally located at 3750 South Campbell Avenue, and more fully described in "Exhibit A," which is attached hereto and incorporated herein by this reference, from HC, Highway Commercial district to GR, General Retail district; and

WHEREAS, following proper notice, a public hearing was held before the Planning and Zoning Commission on January 9, 2020, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made its recommendation; and

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

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

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

Section 1 – The property described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from HC, Highway Commercial district, or such other zoning district as is designated on the official zoning map adopted by City Council, to GR, General Retail district. Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended,

changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in Springfield Land Development Code, section 36-306, 'Official zoning maps and rules of interpretation.'

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020 -024

FILED: 02-04-20

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 0.69 acres of property generally located at 3750 South Campbell Avenue from HC, Highway Commercial district to GR, General Retail district. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-1-2020

The applicant is proposing to rezone 0.69 acres of property generally located at 3750 South Campbell Avenue from HC, Highway Commercial district to GR, General Retail district.

The applicant intends to redevelop the property and the development standards of the GR district are more suitable for the proposed development.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 9, 2020, and recommended to approve, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Medium Intensity Retail, Office. The GR district is listed as an appropriate zoning district for this land use category.

2. The GR district is consistent with the other properties located along South Campbell Street. The properties located to the south and west of the subject property are zoned GR.

Submitted by:

Michael Sparlin

Michael Sparlin, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Legal Description
Exhibit B, Record of Proceedings
Exhibit C, Development Review Staff Report
ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Neighborhood Meeting Summary

EXHIBIT A

LEGAL DESCRIPTION
ZONING CASE Z-1-2020

ALL OF LOT ONE OF AMENDED PLAT OF TOWN SQUARE ADDITION, SPRINGFIELD, GREENE COUNTY, MISSOURI

EXHIBIT B

RECORD OF PROCEEDINGS
ZONING CASE Z-1-2020
Planning and Zoning Commission – January 9, 2020

Z-1-2020
3750 South Campbell Avenue
Applicant: TRB Kickapoo, LLC

Mr. Hosmer stated that this is a request to rezone approximately 0.69 acres of property generally located at 3750 South Campbell Avenue from HC, Highway Commercial to GR, General Retail District. The Comprehensive Plan identifies this area as an appropriate for Medium Intensity Retail, Offices or Housing. The Transportation Plan classifies South Campbell Avenue as a Primary Arterial roadway. A Traffic Impact Study will not be required as the change in zoning did not increase the trip generations.
A fee in lieu of on-site stormwater detention will not be allowed, and the property is not located in a stream buffer. The GR district is consistent with the Comprehensive Plan which lists GR as an appropriate zoning district. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Geoffrey Butler, 319 N. Main Street, the applicant representative and we are down zoning due to the buffer yard (15 feet) that would use up 6 parking spaces and we need those parking spaces.

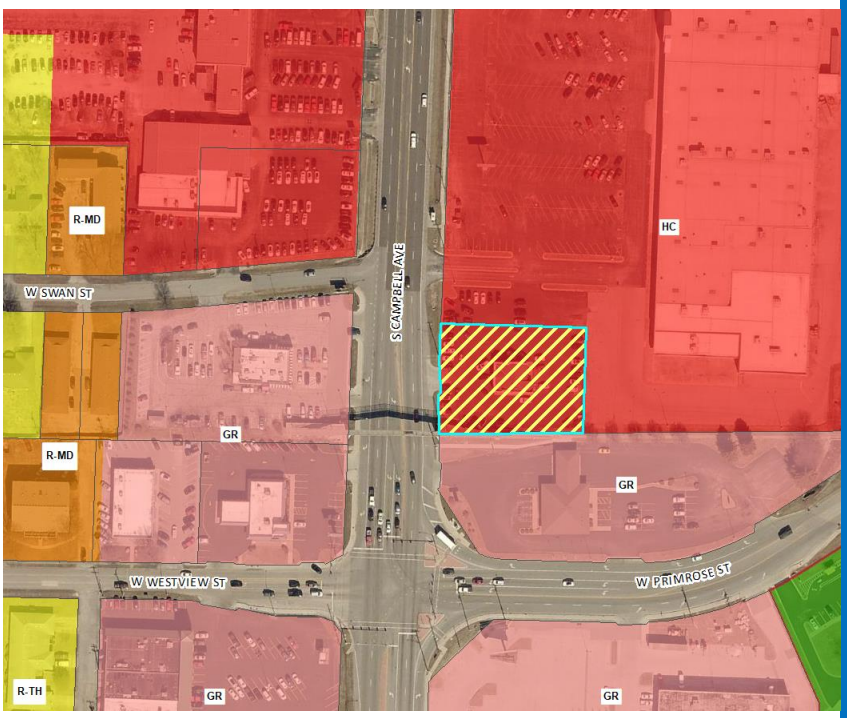
Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** Z-1-2020 (3750 South Campbell Avenue). Mr. Rose seconded the motion.
Ayes: Doennig, Coltrin, Broekhoven, Cox, Thomas, Rose, and Jobe. Nays: None. Abstain: None.
Absent: Shuler and Ogilvy.

Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JANUARY 9, 2020
CITY COUNCIL PUBLIC HEARING:	FEBRUARY 10, 2020



CASE NUMBER:
Z-1-2020

PROJECT LOCATION: 3750 South Campbell Avenue

ACRES: 0.69 acres

EXISTING LAND USE: Vacation commercial structure

APPLICANT: TRB Kickapoo LLC

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

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve Z-1-2020 as submitted.

SUMMARY OF REQUEST:

Request to rezone approximately 0.69 acres of property generally located at 3750 South Campbell Avenue from HC, Highway Commercial to GR, General Retail.

FINDINGS FOR STAFF RECOMMENDATION:

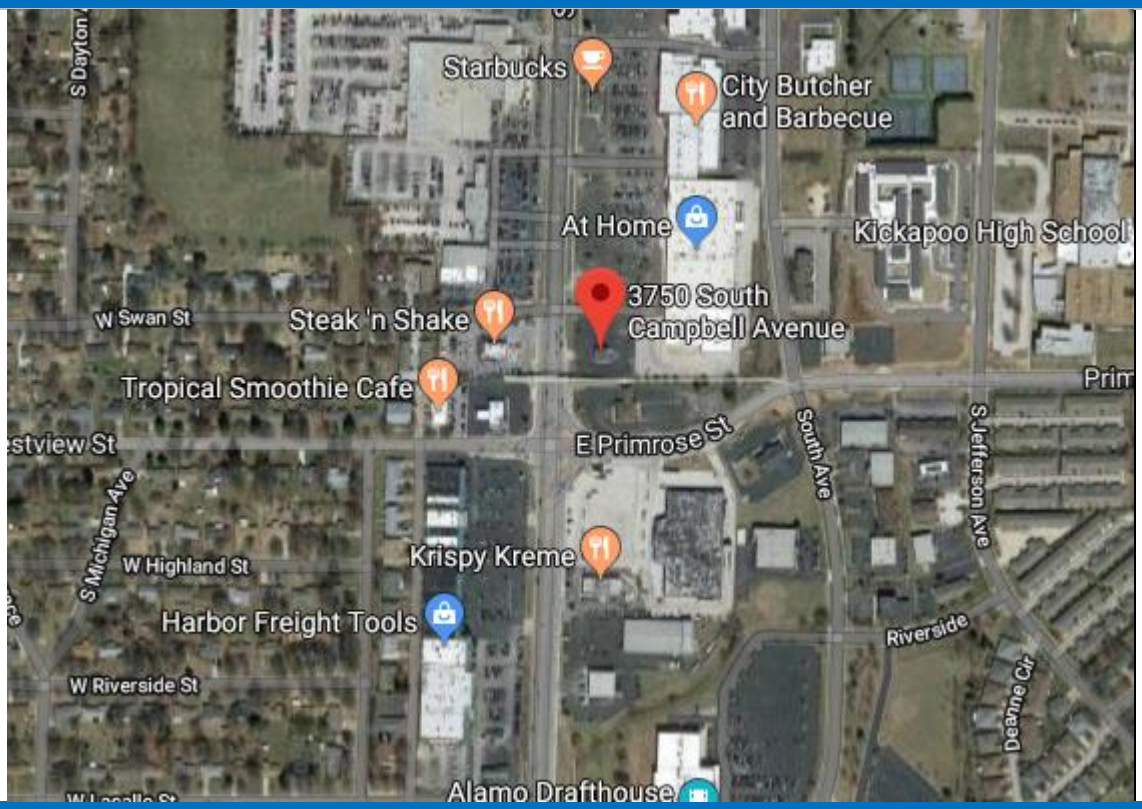
1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Medium Intensity Retail, Office. The GR district is listed as an appropriate zoning district for this land use category.

2. The GR district is consistent with the other properties located along South Campbell Street. The properties located to the south and west of the subject property are zoned GR.

SURROUNDING ZONING AND LAND USES:

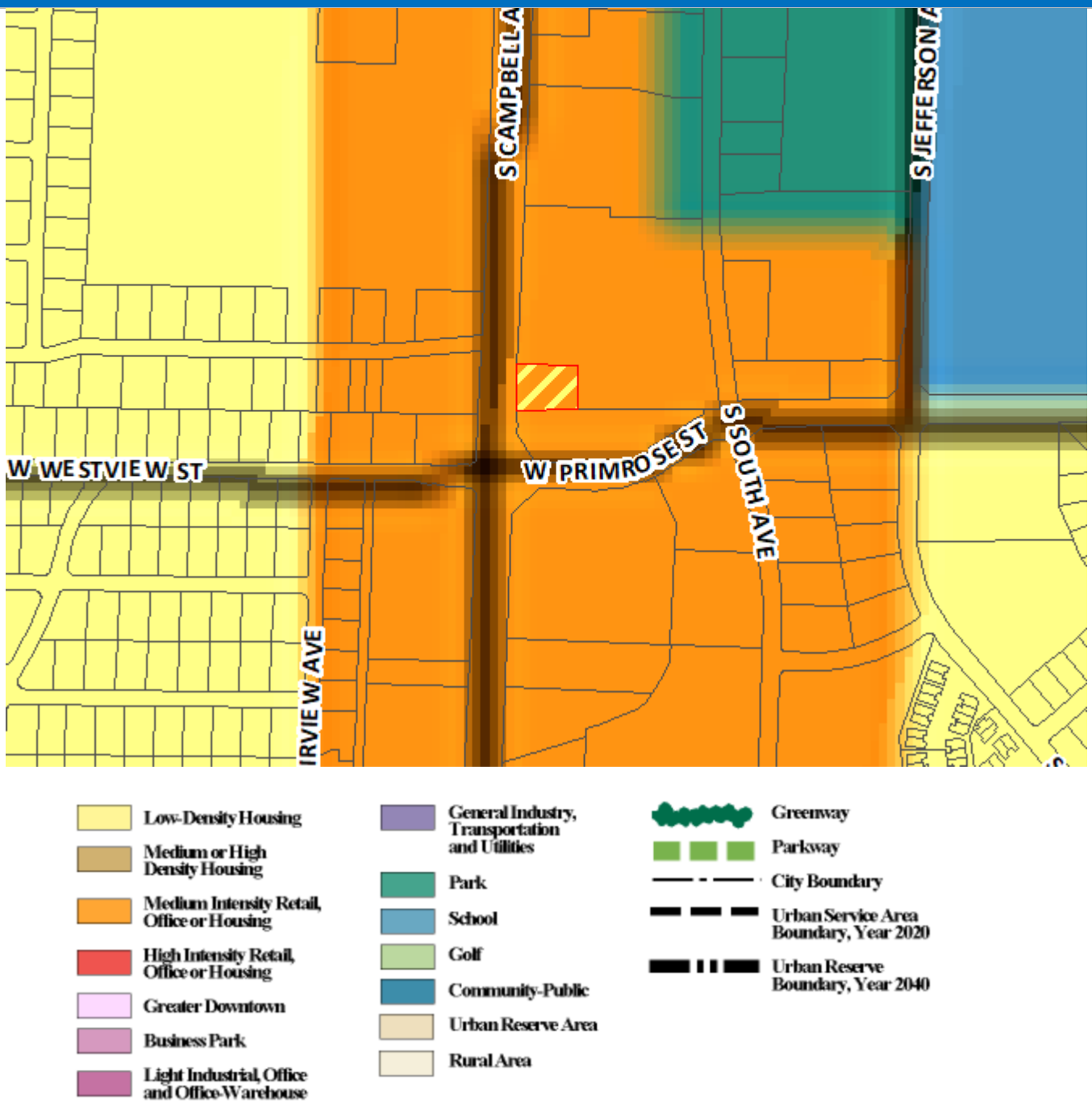
	NORTH	SOUTH	EAST	WEST
ZONING	HC	GR	HC	GR
LAND USE	Retail/Commercial use	Bank	Retail/Commercial use	Restaurant

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 GR with the city-wide remapping in 1995. The property was rezoned to HC in 2002.

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**
None for the subject property 30-degree bulk plane is required adjacent to R-SF zoning.	No bufferyard would be required. Landscaping shall be provided according to Sec. 36-482.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies the subject property as appropriate for Medium Intensity Retail, Office or Housing. City's Transportation Plan classifies South Campbell Avenue as a Primary Arterial roadway

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 0.69 acres of property generally located at 3750 South Campbell Avenue from HC, Highway Commercial to GR, General Retail. The applicant intends to redevelop the property and the development standards of the GR district are more suitable for the proposed development.

2. The GR district is consistent with the other properties located along South Campbell Street. The properties located to the south and west of the subject property are zoned GR.

3. The GR district is consistent with the *Growth Management and Land Use Plan* element which lists it as an appropriate zoning district for the Medium Intensity Retail, Office or Housing land use category.

4. 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.

5. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on December 10, 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: 5 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 the zoning amendment. Public sewer is available to the development.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies S. Campbell Avenue as a Primary Arterial roadway. The standard right-of-way width for S. Campbell Avenue is 50-feet from the centerline. It appears additional right-of-way is not needed along S. Campbell Avenue. A survey is recommended to determine the exact amount of existing right-of-way. S. Campbell Avenue is a city maintained street.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on S. Campbell Avenue south of Battlefield Road is 31,250 vehicles per day. On-street parking is not allowed along S. Campbell Avenue.

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from S. Campbell Avenue. No additional access will be allowed.

SIDEWALK
There is not existing sidewalk along the property frontage of S. Campbell Avenue. Sidewalk is required to be constructed along S. Campbell Avenue to current City Standards as a part of this development/rezoning.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are bus stops along S. Campbell Avenue. 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.

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	S. Campbell Avenue	Primary Arterial	No	60	50

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	16	67	720	NA
***Proposed Trips Generated**	16	67	720	NA
Additional Trips Generated	0	0	0	NA

*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 Ward Branch 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 is not applicable as no impervious area will be added. 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	Ward Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	NA

FIRE DEPARTMENT COMMENTS:

No objections to rezoning.

AFFIDAVIT OF NEIGHBORHOOD NOTIFI ATION AND MEETING SUMMARY

1. Request change to zoning from: **Highway Commercial** to **General Retail**
   (existing zoning) *(proposed zoning)*
2. Meeting Date & Time: **Tuesday December 10, 2019**
3. Meeting Location: **3750 South Campbell**
4. Number of invitations that were sent: **thirty six**
5. How the mailing list was generated: **by City Staff**
6. Number of neighbors in attendance (attach a sign-in sheet): **zero**
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

   No one came.

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

   Nothing to do

I, **Geoffrey Butler** (*print name)*, attest that the neighborhood meeting was held on **December 10, 2019** (*month/date/year),* and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

Geoffrey Butler

Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 02-04-20

Sponsored by: Schilling

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 025 SPECIAL ORDINANCE _____

AN ORDINANCE

GRANTING Conditional Use Permit No. 441 for the purpose of authorizing an automotive service garage to operate within the GR, General Retail, district located at 216 West Weaver Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

_____

WHEREAS, pursuant to Section 36-363 of the Land Development Code of the City of Springfield, Missouri, City Council may grant permits authorizing certain enumerated conditional uses as provided in the various zoning districts; and

WHEREAS, the Planning and Zoning Commission held a public hearing on January 9, 2020, and the Commission found that the necessary conditions existed for issuance of Conditional Use Permit No. 441 for the property located at 216 West Weaver Road ("the Property") and zoned GR, General Retail; and

WHEREAS, City Council finds that sufficient evidence has been presented to satisfy all applicable standards of the Land Development Code for issuance of Conditional Use Permit No. 441; and

WHEREAS, the granting of such permit is deemed proper and it is not found to harm the community or injure the value, lawful use, and reasonable enjoyment of properties in the vicinity of 216 West Weaver Road.

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

Section 1 – Conditional Use Permit No. 441 is hereby granted in accordance with and subject to the provisions of Section 36-363 of the Land Development Code. Conditional Use Permit No. 441 is granted for the purpose of authorizing an automotive service garage to operate as a conditional use within the GR, General Retail district located at the property described in "Exhibit B," which is attached hereto and incorporated herein by this reference, and which is generally located at 216 West Weaver Road.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the "Requirements for Conditional Use Permit 441" described in "Exhibit A," which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in "Exhibit A" and "Exhibit D – Attachment 3" shall govern and control the use and development of the land described in "Exhibit B," in a manner consistent with the attached site plan depicted on "Exhibit D – Attachment 5." "Exhibit D" being attached hereto and incorporated herein by this reference in its entirety.

Section 3 – Any violation of the provisions of this Ordinance shall be grounds for the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.

Section 4 – This Ordinance shall be in full force and effect from and after passage only so long as the Property and any improvements thereon conform to the conditions and requirements described in Section 36-363 of the Land Development Code, and other applicable City regulation or Ordinance, and this Ordinance.

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 2020-025

FILED: 02-04-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Granting Conditional Use Permit No. 441 for the purpose of authorizing an automotive service garage to operate within the GR, General Retail district located at 216 West Weaver Road as a conditional use. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION: CONDITIONAL USE PERMIT NUMBER 441

The applicant is requesting approval of a Conditional Use Permit for an automotive service garage on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automotive service garage. The applicant is proposing a new Firestone Auto Care store.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office and Housing. The GR, General Retail District is one of the appropriate zoning districts recommended for the area.

CONDITIONS:

1. The regulations and standards listed on “Exhibit D - Attachment 3,” shall govern and control the use and development of the land in Conditional Use Permit Number 441 in a manner consistent with the attached site plan (“Exhibit D - Attachment 5”).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application meets the approval standards for a Conditional Use Permit.

2. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 9, 2020, and recommended approval, by a vote of 7 to 0 of the proposed conditional use permit with changes on the tract of land described on the attached sheet (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the proposed conditional use permit be approved (see the attached “Exhibit A”).

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Requirements for Conditional Use Permit 441
Exhibit B, Legal Description
Exhibit C, Record of Proceedings
Exhibit D, Development Review Staff Report
ATTACHMENTS:
- Attachment 1, Department Comments
- Attachment 2, Requirements for Conditional Use Permit 441
- Attachment 3, Standards and Responses for Conditional Use Permits
- Attachment 4, Neighborhood Meeting Summary
- Attachment 5, Site Plan

EXHIBIT A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 441

1. An automotive service garage, as defined in Section 36-321 of the Zoning Ordinance, is permitted in conformance with Attachment 5.

2. The automotive service garage, as defined in Section 36-321 of the Zoning Ordinance, shall comply with all the standards listed in Attachment 3.

3. A bufferyard Type S2, in full compliance with Section 36-482 of the Zoning Ordinance, shall be required along the south property line of the subject property. A solid fence, berm or hedge as described in Section 36-482 shall be required between the off-street parking and vehicular use area and the south property line.

4. Lighting shall be significantly reduced during non-operational building hours, allowing only lighting necessary for security purposes. The lighting plan submitted for review shall note where this distinction occurs.

5. If the property is subdivided, then the requirements contained herein, shall only apply to the particular lot as shown on the attached site plan. The subdivision must follow the current Subdivision Regulations.

6. Any proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454 of the Zoning Ordinance. Signs should be set back so that they are not within a 100-foot by 100-foot sight triangle at the corner of Campbell and Weaver.

7. A cross-access easement must be provided for the existing shared-access drive to the new Weaver Road on terms acceptable by the Director of Public Works.

8. Any new or existing private drive shall not be allowed to connect to W. Weaver Road (outer) to the south.

9. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

EXHIBIT B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT NUMBER 441

Beginning 624.3 feet West of the Southeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section Thirteen (13), Township Twenty-eight (28); Range Twenty-two (22), thence West 467 feet, thence North 467 feet, thence East 467 feet, thence South 467 feet, to the point of beginning except any part used for roads, in Greene County, Missouri.

EXHIBIT C

RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT NUMBER 441
Planning and Zoning Commission – January 9, 2020

Conditional Use Permit 441
216 West Weaver Road
Applicant: McKeen Trust

Mr. Hosmer stated that this is a request to allow an automotive service garage within a GR, General Retail District generally located at 216 West Weaver Road. The Comprehensive Plan identifies this as an appropriate for High Intensity Retail, Office or Housing. General Retail uses are appropriate. The applicant is proposing to build a new Firestone Auto Care store at this location. Automotive service garage requires a Conditional Use Permit. The Major Thoroughfare Plan classifies Campbell Avenue as an Expressway and Weaver as a Secondary Arterial roadway. A Traffic Impact Study was not required as the change in zoning did not increase the trip generations. A fee in lieu of on-site stormwater detention will not be allowed. The property is not located in a stream buffer area.

The CUP will require:

- An automotive service garage in conformance with the site plan and 21 standards in Attachment 3 and 5.
- A buffer yard Type S2 is required along the south property line of the subject property. A solid fence, berm or hedge as described in Section 36-482 is required between the off-street parking and vehicular use area and the south property line.
- Lighting shall be significantly reduced during non-operational building hours, allowing only lighting necessary for security purposes. The lighting plan submitted for review shall note where this distinction occurs.
- If the property is subdivided, then the requirements would only apply to that particular lot as shown on the attached site plan. The subdivision must follow the current Subdivision Regulations.
- The proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454 of the Zoning Ordinance. Signs should be set back so that they are not within a 100-foot by 100-foot sight triangle at the corner of Campbell and Weaver.
- A cross-access easement must be provided for the existing shared-access drive to the new Weaver Road.
- The existing private drive will not be able to be connected to W. Weaver Road (outer) to the south.

Staff recommends approval.

Ms. Cox asked if this CUP pertains to the entire lot or just the section noted.

Mr. Hosmer said it is just for the noted section.

Mr. Doennig opened the public hearing.

Mr. Bob Gage 9010 Overlook Blvd, Brentwood TN. The layout of the project is away from the residences on the south and we plan to put the required screening (southern boundary) in place as well as storm water

retention and water control due to disturbing more than an acre. We are also constructing a cross access drive along Weaver and it will be a shared driveway.

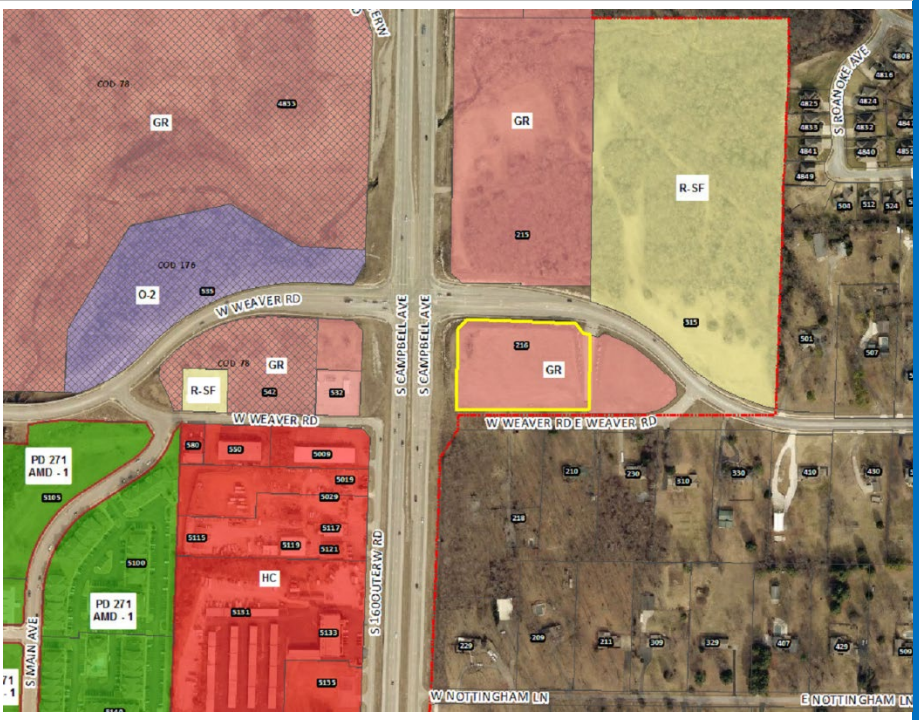
Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** Conditional Use Permit 441 (216 West Weaver Road). Mr. Jobe seconded the motion. Ayes: Doennig, Coltrin, Broekhoven, Cox, Thomas, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler and Ogilvy.

Bob Hosmer, AICP
Planning Manager

Exhibit D

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JANUARY 9, 2020
CITY COUNCIL PUBLIC HEARING:	FEBRUARY 10, 2020



CASE NUMBER:
Conditional Use Permit 441

LOCATION: 216 W. Weaver Rd.

ACRES: Approximately 2.9 acres

EXISTING LAND USE:
Vacant/undeveloped

APPLICANT: McKeen Trust

STAFF: Daniel Neal, Senior Planner

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION:
Move to approve Conditional Use Permit 441 as submitted.

SUMMARY OF REQUEST:

This is a request to allow an automotive service garage within a GR, General Retail District generally located at 216 West Weaver Road.

FINDINGS FOR STAFF RECOMMENDATION:

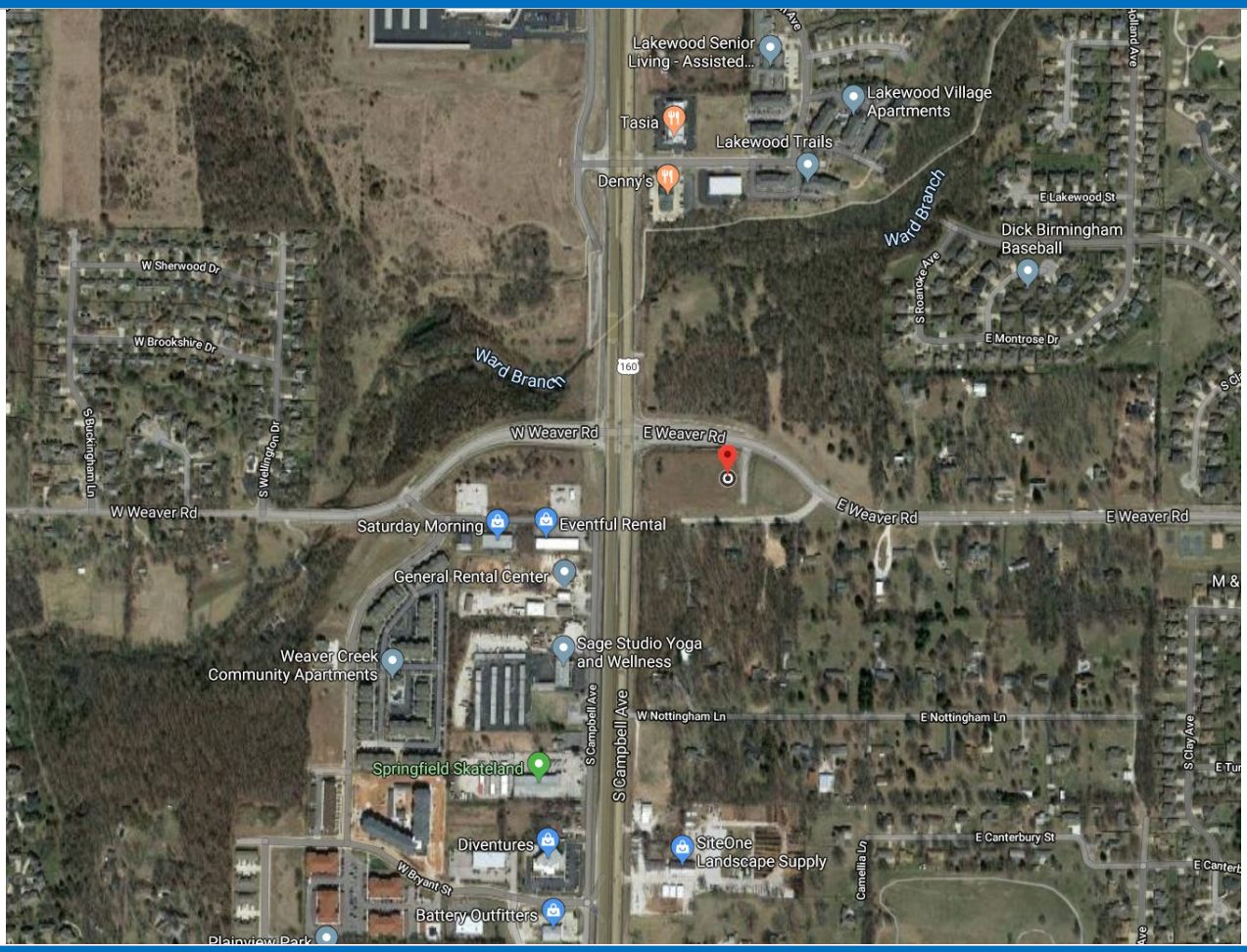
1. This application meets the approval standards for a Conditional Use Permit.

2. Approval of this request will provide for development of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

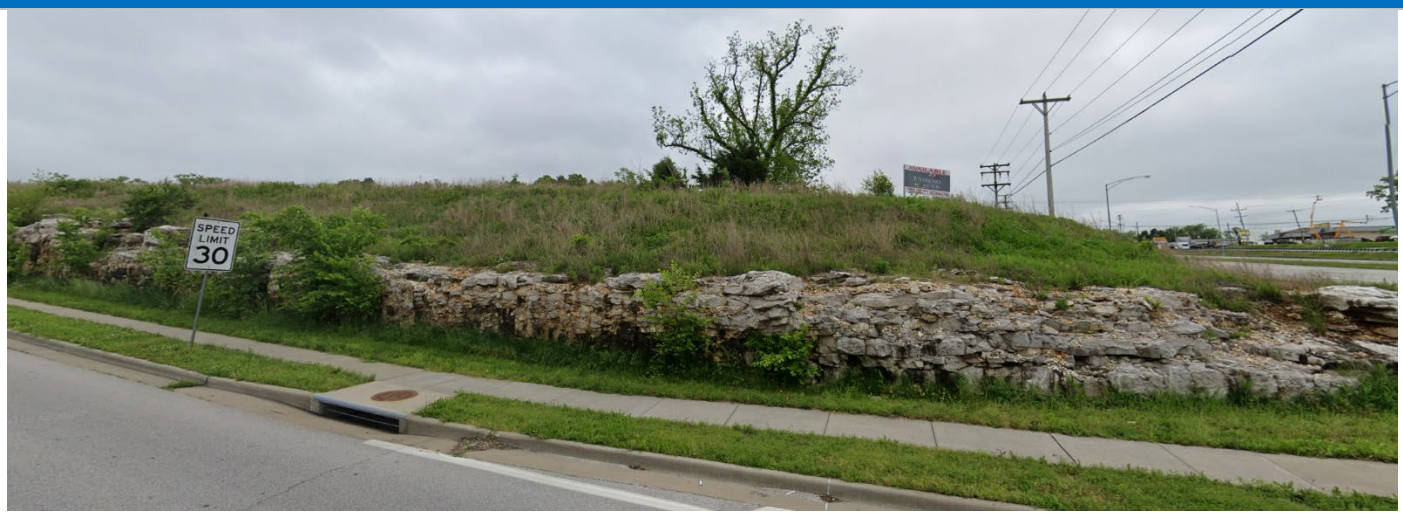
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GR	Greene Co. R-1	GR	GR
LAND USE	Vacant/undeveloped	Single-family residences	Vacant/undeveloped	Natural gas facility and vacant/undev.

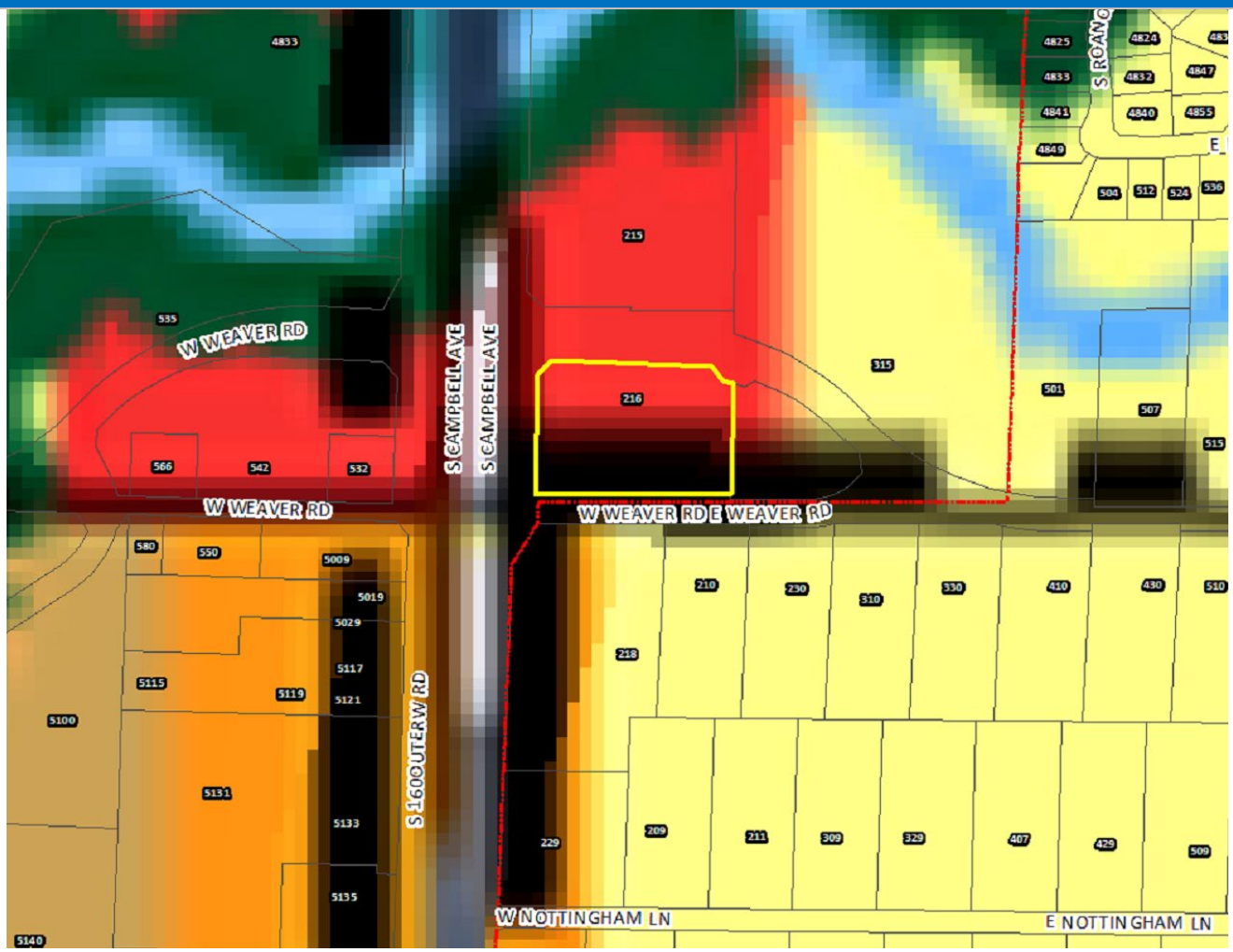
SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):



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 annexed in the City and rezoned to GR, General Retail on February 17, 1998. It was annexed as part of a 51-acre area along the east side of the 4700 block S. Campbell Avenue.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

(1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.

(8) *Period of validity.*

(a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:

1. A building permit is obtained and the erection or alteration of a structure is started; or
2. An occupancy permit is obtained and the conditional use commenced.

The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.

(b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.

d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office or Housing. The intensity of land development in these areas is expected to be greater and General Retail uses are appropriate.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for an automotive service garage on the subject property within a GR, General Retail District. The *Zoning Ordinance* requires a use permit in the GR, General Retail District for an automotive service garage. The applicant is proposing a new Firestone Auto Care store.

2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office and Housing. The GR District is one of the appropriate zoning districts recommended for the area. The intensity of land development in these areas is expected to be greater and General Retail uses are appropriate. The subject property is at the intersection of Campbell Avenue which is classified as an expressway and Weaver Road which is classified as a secondary arterial and is appropriate for high intensity commercial uses.

3. The bufferyard requirement between GR and R-SF zoning is a bufferyard "Type S2" at least fifteen (15) feet wide with required plantings. This bufferyard will be required along the south side of the property. A solid fence, berm or hedge as detailed in Section 36-482 is also required as part of the conditional use permit request. This screening can be provided anywhere between the parking and vehicular use area and the south property line.

4. The maximum structure height for the proposed automotive service garage is based upon its proximity to an R-SF districts to the south and east. No portion of any structure shall be higher than a thirty (30) degree bulk plane where the property adjoins a R-SF or R-TH District. Perimeter landscaping is required as prescribed in Section 36-482 of the Zoning Ordinance.

5. The proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454 of the Zoning Ordinance.

6. If the property is subdivided, then the requirements would only apply to that particular lot as shown on the attached site plan. The subdivision must follow the current Subdivision Regulations. The subject property is currently unplatted so a major subdivision process would be required if subdividing.

7. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the GR, General Retail District requirements.

8. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on December 17, 2019 regarding the request for a Conditional Use Permit. A summary of this meeting is included in 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: 18 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS FOR CONDITIONAL USE PERMIT 440

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with CUP. A short gas main extension may be required to serve the western lot.

CLEAN WATER SERVICES COMMENTS:

No objections to the CUP however this site plan is different from what we reviewed in PREDEV2019-00299. The orientation of the lots has changed from that case and review comments will change accordingly.
Revised review comments;
Critical Issues;
1. To do a lot split as shown will required a public sewer extension to serve the property to the east which will require public improvement plans. Public improvements must be completed and accepted or escrowed prior to approval of the building permit or subdivision.
Standard comments;
2. When building plans are submitted, specify the point of connection to public sewer on the utility plan. Dimension the distance to the up and down stream manholes and the size of the proposed lateral.
3. A sewer impact permit fee will be required for the new building. This fee is based on the size of the proposed water meter(s) according to city code no. 120.246. Specify the size of the proposed water meter on the utility plan.
4. Any commercial development or industrial users may be subject to annual industrial user pretreatment fees exacted by the City. These fee amounts vary dependent upon the volume of water used daily, by type of industry, by various SIC codes, or by any wastewater sampling activities and lab costs incurred by the City, when applicable.
5. The sewer permit would not be able to be issued until the sewer extension is complete even if it is escrowed. Issuance of sewer permit would need to hold up Cert. of Occupancy.

FIRE DEPARTMENT COMMENTS:

No issues.

MODOT COMMENTS:

No comments.

STORMWATER DIVISION COMMENTS:

The property is in the Ward Branch 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 is 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	Ward Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is property located in a stream buffer?	No
Is stormwater fee in lieu an option?	No

TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION
City's Transportation Plan classifies S. Campbell Avenue, W. Weaver Road, and W. Weaver Road (outer) as an Expressway, Secondary Arterial, and Local Street, respectively. The standard right-of-way widths for S. Campbell Avenue, W. Weaver Road, and W. Weaver Road (outer) are 65 feet from centerline, 35 feet from centerline, and 25 feet from centerline, respectively. It does not appear that additional right-of-way is needed on any of the three streets. A survey is recommended to determine the exact amount of existing right-of-way. S. Campbell Avenue is under MODOT jurisdiction, W. Weaver Road is under City of Springfield jurisdiction, and W. Weaver Road (outer) is under Greene County jurisdiction.

TRAFFIC COUNTS & ON-STREET PARKING
The most recent traffic count on S. Campbell Avenue and W. Weaver Road are 35,158 vehicles per day and 4,627 vehicles per day, respectively. There are no recent traffic counts for W. Weaver Road (outer). On-street parking is not allowed along S. Campbell Avenue, nor W. Weaver Road, but is allowed along W. Weaver Road (outer).

DRIVEWAY ACCESS
There is currently one driveway access point onto the property from W. Weaver Road. Additional driveway access will not be permitted to Weaver Road, Campbell Avenue, nor Weaver Road (outer). The driveway access point to/from W. Weaver Road is a shared-access drive. A cross-access easement is required to be provided as a part of the proposed development to ensure that this shared-access is maintained. This can be provided either at the time of development, or the time of subdivision – whichever comes first.

SIDEWALK
There is existing sidewalk along the property frontage of W. Weaver Road. The existing infrastructure meets current City Standards. No additional sidewalk is required to be constructed.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION
The Ward Branch Greenway Trail is just across the street to the north. There are bus stops on Lyon Avenue approximately one block to the northwest. 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. As a part of a separate development, there are plans to make improvements to the intersection of Campbell and Lakewood. These should not impact the development but are in the vicinity.

SITE PLAN
Signs should be set back so that they are not within a 100-foot by 100-foot sight triangle at the corner of Campbell and Weaver. A cross-access easement must be provided for the existing shared-access drive. Please be aware of the substantial grade changes on-around the site. There is a substantial amount of rock making up these grade changes, so grading may be difficult. The existing private drive will not be able to be connected to W. Weaver Road (outer).

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

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	S. Campbell Avenue	Expressway	No	157	65
Street 2	W. Weaver Road	Secondary Arterial	No	59	35
Street 3	W. Weaver Road (Outer)	Local	Yes	45	25

	AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated	23.04	96.48	1036.8	N/A
***Proposed Trips Generated**	17	17	103	N/A
Additional Trips Generated	-6.04	-79.48	-933.8	N/A

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

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2
REQUIREMENTS FOR CONDITIONAL USE PERMIT 441

1. An automotive service garage is permitted in conformance with Attachment 5.

2. The automotive service garage shall comply with all the standards listed in Attachment 3.

3. A bufferyard Type S2 is required along the south property line of the subject property. A solid fence, berm or hedge as described in Section 36-482 is required between the off-street parking and vehicular use area and the south property line.

4. Lighting shall be significantly reduced during non-operational building hours, allowing only lighting necessary for security purposes. The lighting plan submitted for review shall note where this distinction occurs.

5. If the property is subdivided, then the requirements would only apply to that particular lot as shown on the attached site plan. The subdivision must follow the current Subdivision Regulations.

6. The proposed detached sign must be located outside of any right-of-way, easements or sight triangles and meet all requirements of Section 36-454 of the Zoning Ordinance. Signs should be set back so that they are not within a 100-foot by 100-foot sight triangle at the corner of Campbell and Weaver.

7. A cross-access easement must be provided for the existing shared-access drive to the new Weaver Road.

8. The existing private drive will not be able to be connected to W. Weaver Road (outer) to the south.

9. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

STANDARDS FOR CONDITIONAL USE PERMIT 441

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	**Applicant's Response:**	**Staff response:**
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The proposed Firestone store will be consistent with the adopted policies in the Springfield-Greene County Comprehensive Plan; per a conversation with Andrew Menke in Planning, this area is planned for high-intensity retail, office, or housing. Our proposed use would fit into this pattern of future development.	This application is consistent with the *Growth Management and Land Use Plan* of the *Comprehensive Plan* which designates this area as appropriate for High Intensity Retail, Office or Housing. The GR District is one of the appropriate zoning districts recommended for this area. The GR district allows automotive service garages with a Conditional Use Permit.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed Firestone store will allow for safe ingress and egress to and from the site for the motoring public and pedestrians in the immediate area. In the preliminary site planning process, care has been taken to ensure the safety of on-site vehicle and pedestrians movements.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public and of pedestrians. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The developer will continue to work with Robert Manley and the Fire Review Department as well as our architect to ensure that we adhere to IBC 2012 and IFC 2018 codes and adequately provide for safety from fire hazards. We will ensure that our Architect is aware of comments 1-4 from the Pre-Application meeting on November 6, 2019 and incorporates them into the plans.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The site is not in a flood zone nor will the proposed development create adverse conditions; the Developer will continue to work with Julie Hawkins in Public Works/Stormwater Review and Sarah Davis in Sediment Erosion Control Review to ensure that stormwater detention is handled appropriately per code and BMPs.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. The development is required to meet development standards for stormwater management. The submitted site plan shows the location of the stormwater detention.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
		The 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.
5. The proposed conditional use will not have noise characteristics that exceed the sound levels that are typical of uses permitted as a matter of right in the district.	Sound levels generated as a part of operations of this location will dissipate to levels equivalent to that of human speech and will be lost in the ambient noise generated by vehicles travelling on S. Campbell Ave. or E. Weaver Rd. The noise characteristics of the proposed use will be comparable to typical uses allowed by right in the General Retail district, such as Eating and drinking establishments which are allowed in the GR zoning district.	It is not expected that the proposed use will have noise characteristics that exceed Zoning Ordinance standards.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures	The site will allow for adequate screening from the residential use to the south; any glare from vehicles parked facing south will be properly screened. "Box-type"	Bufferyards adjacent to single-family residential zoning will shield vehicular and stationary lights from residential uses.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
to shield or direct such lights to eliminate or mitigate such glare are proposed.	cutoff parking lot lighting heads will be used, and a lighting plan will be engineered to meet all municipal lighting requirements.	
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	A pylon sign is proposed at the northwest corner of the subject property; this will be built within allowable codes and is commensurate with other existing nearby signage along S. Campbell Ave.	The applicant's response provides details on signage. The development will be subject to the signage standards on the Zoning Ordinance.
8. Such signs will not have an adverse effect on any adjacent properties.	The proposed pylon and building signage will not have an adverse effect on any adjacent properties.	The development will be subject to the signage standards on the Zoning Ordinance and is not expected to have an adverse effect on any adjacent properties
9. The street right-of-way and pavement width in the vicinity is or will be adequate for traffic reasonably expected to be generated by the proposed use.	The street right-of-way and pavement width on both S. Campbell Ave. (which is a six-lane highway) and E. Weaver Rd. (with over 80' of ROW) will be adequate for anticipated traffic for this new store.	No additional right-of-way is required for the adjacent streets.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare.	The proposed Firestone store will not be incompatible with the use or enjoyment of adjacent and surrounding property; rather, we believe that this store will be a great addition to this retail corridor and provide a needed service to the residents of Springfield and surrounding communities.	It is not anticipated that the proposed automotive service garage will have an adverse effect or be incompatible with the adjacent and surrounding properties. A bufferyard is required along the south property line which is across the street from residential uses.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to: a. The location, nature and height of buildings, structures, walls and fences on the site; and b. The nature and extent of landscaping and screening on the site.	The location and height of the proposed Firestone store at the northwest corner of the site allows for this building to fit into existing patterns of development along S. Campbell Ave. and not dominate the immediate vicinity. The site will have adequate landscaping and screening as required per code and City staff	The standards of the Zoning Ordinance adequately address these issues. A S2 bufferyard is required along the south property line which includes landscaping and a solid wooden privacy fence. The building must remain below a 30-degree bulk plane from the residential district boundary.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
12. The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The proposed Firestone store will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site.	The applicant's response adequately addresses this condition.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The proposed Firestone store will not result in the destruction of any nature scenic features. Per the City of Springfield GIS Map, the site does not fall into a Historic District nor is the Developer aware of any historic features on this site.	The applicant's response adequately addresses this condition.
14. The proposed conditional use otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed Firestone store otherwise complies with all applicable regulations of the Article, including lot size requirements, bulk regulations, use limitations and performance standards. The Developer will continue to work with Kyle McGinnis in Planning and Ime Usukumah in Building Development Services Review to ensure that the proposed site plan conforms to applicable codes as well as expectations of City staff.	The proposed use complies with applicable regulations with regard to lot size, bulk regulations of 30-degree from the south property line, use limitations and performance standards.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The proposed Firestone store is at a location that will provide a great convenience to the public, bringing a respected national retailer to an area that will benefit from its presence.	The applicant's response adequately addresses this condition.
16. Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36-456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect	Off-street parking and loading areas will be provided in accordance with the standards set out in 36-455, 36- 456 and 36-483 of this Article, and such areas will be screened from any adjoining residential uses and located so as to protect such residential uses from any injurious effect. The Developer will continue to work with Kyle McGinnis in Planning to meet General Comment 6 from the Pre-Application meeting on November 6, 2019, to ensure that proper	The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for High Intensity Retail, Office or Housing. The intensity of land development in these areas is expected to be greater and General Retail uses are appropriate.

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
	vehicle and bicycle parking are accounted for.	
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.	The proposed access road, connecting to the existing driveway on E. Weaver Rd., is designed to prevent traffic hazards and to minimize traffic congestion; there is adequate stacking for cars exiting onto E. Weaver Rd.	Public Works Traffic Division and MODOT have reviewed the proposed site plan and has determined that it meets this condition.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel. Provisions have been made to allow safe ingress/egress for customers and employees as well as the infrequent truck deliveries.	Public Works Traffic Division and MODOT have reviewed the proposed site plan and has determined that it will not create these hazards.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	The proposed Firestone store will not interfere with any easements, roadways, rail lines, utilities or public or private rights-of-way.	The applicant's response adequately addresses this condition.
20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.	This question is not applicable. A new structure is planned for this development.	The applicant's response adequately addresses this condition. The development is required to adhere to all standards of the Zoning Ordinance and other applicable ordinances.
21. The proposed conditional use will be served adequately by essential public facilities and services such as highways, streets, parking spaces, police and fire protection, drainage structures, refuse disposal, water and sewers, and schools; or that the persons or agencies responsible for the establishment of the proposed use will provide adequately for such services.	The proposed Firestone store will be adequately served by an access point off of a side road from E. Weaver Rd. which will adhere to Public Works/Traffic Review's standards, and will be served by water, electric, and gas services from City Utilities, and sewer from Cleanwater Services.	This request will provide for the productive use of the subject property which is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Conditional Use Permit for: Firestone Complete Auto Care
2. Meeting Date & Time: December 17, 2019 4pm-6:30pm
3. Meeting Location: Sleep Inn, 233 E. Camino Alto. Dr.
4. Number of invitations that were sent: 18
5. How was the mailing list generated: City Planning
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
   (City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

   Two neighbors asked about stormwater detention; we addressed their concerns and will work with our Civil Engineer and City Staff during plan review to ensure we are meeting all applicable regulations.

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

   N/A

I, Jason Horowitz *(print name)*, attest that the neighborhood meeting was held on 12/17/19 *(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

Jason Horowitz

Printed name of person completing affidavit

216 W. WEAVER ST. 12/17/19

① Lisa Bayless

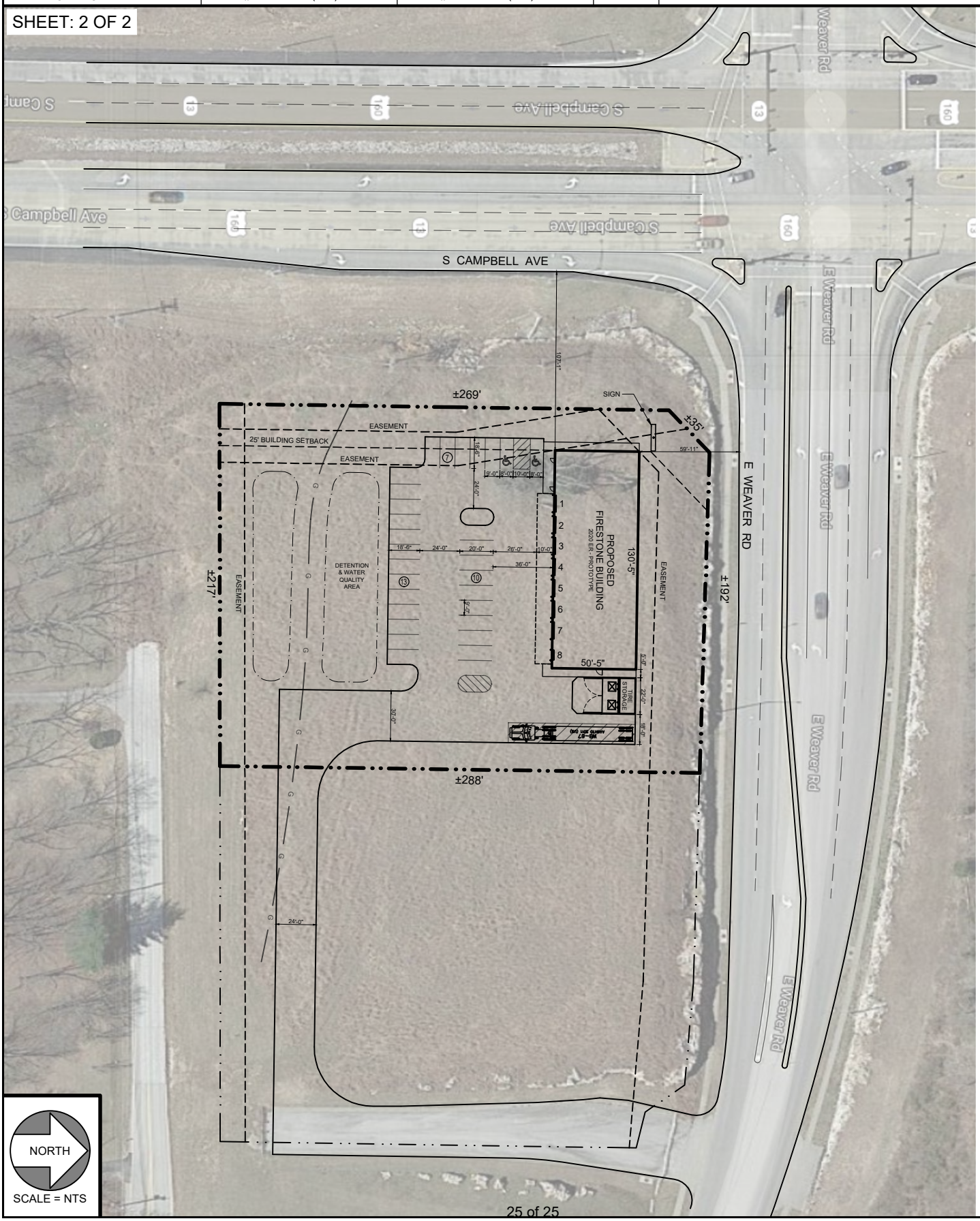
② [illegible]

PRELIMINARY SITE PLAN

SPRINGFIELD, MO
S Campbell Ave & E Weaver Rd

PROTOTYPE:	2020 ER	DEVELOPER		DESIGNER		DATE
BUILDING SIZE (SF):	6,262	Company:	GBT Realty Corp.	Company:	GBT Realty Corp.	11-6-19
ACREAGE:	1.44	Name:	Austin Rogers	Name:	Sarah Holley	
PARKING SPACES:	30	Phone #:	(615) 370-0670	Phone #:	(615) 370-0670	

SHEET: 2 OF 2



One-rdg. _____
P. Hrngs. X
Pgs. 19
Filed: 02-04-20

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL: 2020- 026 GENERAL ORDINANCE: _____

AN ORDINANCE

AMENDING Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-451 for the purpose of allowing the provision of cosmetology services as a permitted home occupation. (Staff and Planning and Zoning Commission recommend approval.)

WHEREAS, City Council, by passage of Resolution 10477 on October 7, 2019, initiated amendments to Chapter 36 of the City Code to allow manicurists and estheticians as home occupations; and

WHEREAS, Resolution 10477 authorized the City Manager to prepare proposed amendments to Chapter 36 to allow manicurists and estheticians as a permitted home occupation as well as prepare any other amendments which may be beneficial or convenient for City Council's consideration; and

WHEREAS, consistent with the intent of Resolution 10477, City staff have prepared proposed amendments on behalf of and for City Council's consideration; and

WHEREAS, pursuant to the provisions of City Charter section 11.17, City Code section 36-367, and Resolution 10477, the Planning and Zoning Commission did review the proposed amendments contemplated by this Ordinance at their January 9, 2020, meeting and recommended approval of the proposed amendments; and

WHEREAS, City Council now desires to consider the adoption of the proposed amendments to section 36-451 contemplated by this Ordinance.

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

Section 1 – Springfield City Code, Chapter 36, Article III, Section 36-451, is hereby amended to read as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

Sec. 36-451. - Home occupations.

(1) *Purpose.* This section is designed to define what constitutes a home occupation and to enumerate the particular home occupations that are permitted. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation. No home occupation shall be permitted if it:

(a) Changes the outside appearance of the dwelling or is visible from the street;

(b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;

(c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or

(d) Results in outside activities, storage, or display.

(2) *Definition.* An activity carried out for compensation in a residential dwelling unit.

(3) *Home occupations permitted.* Home occupations include, but are not limited to, the following occupations:

(a) Home offices for architects, engineers, lawyers, realtors, insurance agents, brokers, ministers, rabbis, priests, salesmen, sales representatives, manufactures representatives, home builders, home repair contractors, trash haulers and similar occupations.

(b) Artists, sculptors, authors, photographers and composers.

(c) Computer programming and data processing.

(d) Direct sale product distribution (Amway, Avon, Tupperware, etc.) provided parties for the purpose of selling merchandise or taking orders shall not be held more than once a month, shall be limited to ten customers and shall be held between the hours of 9:00 a.m. and 10:00 p.m.

(e) Dressmakers, seamstresses, and tailors.

(f) Home crafts, such as model making, rug weaving, woodworking, ceramics (with a kiln up to six cubic feet) and similar activities, provided that no machinery or equipment shall be used or employed other than that which

would customarily be found in the home, including machinery or equipment that would ordinarily be employed in connection with a hobby or avocation not conducted for gain or profit.

(g) Mail order, not including retail sales from site.

(h) Music and art teachers or other tutoring services.

(i) Renting sleeping rooms and serving meals to not more than two persons not members of the family occupying the dwelling unit for more than 30 days provided on off-street parking space is provided for each person.

(j) Telephone answering.

(k) Washing and ironing.

(l) "Work at home" activities where employees of a business, located at another location, perform work for the business in their own residence, provided all physical contact between the business and the employee occurs at the place of business and not the residence, other than the initial installation of any equipment or other work facilities. The work activities of the employee shall conform with all other requirements of this section.

(m) Performing any acts of cosmetology for compensation~~Hair cutting and styling~~, provided:

1. Only one chair is permitted and only one customer is allowed in the home at a time; and

2. Hours of operation for this home occupation shall be limited to 7:00 a.m. to 7:00 p.m.; and

3. Use is limited to single-family homes; and

4. The use complies with all building and other applicable codes, City of Springfield, and State of Missouri regulations and standards.

(4) *Use limitations.*

(a) No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation.

(b) The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building.

(c) No manufacturing or processing of any sort whatsoever shall be done, except as permitted by subsection 36-451(3)(f).

(d) No sign shall advertise the presence or conduct of the home occupation.

(e) No stock in trade shall be displayed or sold.

(f) No stock in trade, except articles produced by members of the family residing on the premises, shall be stored on the premises.

(g) No alteration of the principal residential building shall be made which changes the character thereof as a dwelling, including the creation of a separate entrance to the dwelling or utilization of an existing entrance exclusively for the home occupation <u>unless specifically required by state licensing provisions</u>.

(h) The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily structure, shall constitute a violation of this section.

(i) No mechanical or electrical equipment other than normal domestic or household equipment shall be used.

(j) There shall be no outdoor storage of equipment or materials used in the home occupation.

(k) The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 10,000 pounds or less.

(l) Not more than one vehicle shall be utilized in the business.

(m) No customer waiting areas shall be provided.

(n) No vehicles shall be parked and no equipment or materials shall be stored for trash haulers, home builders, home repair contractors, and similar occupations.

(o) A business license shall be obtained, if required, by other ordinances.

(p) No more than 20 percent of the total floor area of the dwelling unit and garage shall be devoted to the home occupation. A garage shall not be used for a

home occupation if such use has the effect of eliminating required parking.

(q) Appropriate plans, showing conformance with this section, shall be approved by the director of building development services.

(5) *Particular home occupations prohibited.* Permitted home occupations shall not in any event be deemed to include the following types of activities and uses:

(a) Animal hospitals, stables, or kennels.

(b) Auto repairing and painting.

~~(c) Barber shops and beauty parlors.~~

(c~~d~~) Boarding and lodging houses, unless specifically permitted by the district regulations.

(d~~e~~) Dancing schools and studios.

(e~~f~~) Dispatching of transfer and moving vans.

(f~~g~~) Furniture repairing and refinishing.

(g~~h~~) Medical offices for doctors, dentists, and veterinarians.

(h~~i~~) Nursery schools and day care centers, unless specifically permitted by the district regulations.

(i~~j~~) Palm reading or fortune telling.

(j~~k~~) Photofinishing.

(k~~l~~) Portrait studios.

(l~~m~~) Preparation of food for sale.

(m~~n~~) Private clubs.

(n~~o~~) Radio and television repair shops.

(o~~p~~) Raising animals for sale.

(p~~q~~) Restaurants.

(q~~r~~) Shops for contractors and tradesmen, such as electricians, plumbers, and carpenters.

(r~~s~~) Sign painting.

(s~~t~~) Trash hauler operations other than a home office.

(t~~u~~) Escort services.

Section 2 – The City Clerk is authorized to provide different section numbers, subsection numbers, and different internal citation references than those provided in Section 1 when such section numbers, subsection numbers, or internal citation references are in error or contrary to the intent of this Ordinance.

Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired or liability incurred nor any cause or causes of action occurred or existing, under any act or ordinance repealed hereby.

Section 4 – 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. The Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Richard T. Weber, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2020 -026

FILED: 02-04-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending Chapter 36 of the City Code, Article III, 'Zoning Regulations,' Section 36-451 for the purpose of allowing the provision of cosmetology services as a permitted home occupation. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – COSMETOLOGY HOME OCCUPATION AMENDMENTS

City Council initiated amendments to the Zoning Ordinance on Home Occupations for Estheticians and Manicurists on October 7, 2019. City Council desires to consider code changes modifying the home occupation section of the Springfield Land Development Code, Article III, 'Zoning Regulations,' to allow for manicurists and estheticians as a permitted home occupation.

After review of best practices from other municipalities, staff has prepared amendments to the Home Occupation Section 36-451 of the Zoning Ordinance to allow the performing of cosmetology for compensation as a one chair operation with the same restrictions as hair cutting and styling which is already permitted as a home occupation. The State defines cosmetology as performing or offering to engage in any acts of the classified occupations of cosmetology for compensation, which shall include "Class CH – hairdresser," "Class MO – manicurist," "Class CA – hairdressing and manicuring" and "Class E – estheticians." The current home occupation restrictions include:

1. Only one chair is permitted and only one customer is allowed in the home at a time; and

2. Hours of operation for this home occupation shall be limited to 7:00 a.m. to 7:00 p.m.; and

3. Use is limited to single-family homes; and

4. The use complies with all building and other applicable codes, City of Springfield, and State of Missouri regulations and standards.

A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory

building. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in Chapter 74, of the Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.

Staff is proposing to remove the prohibition on barber shops and beauty salons as home occupation uses which is already contrary to the current hair cutting and styling requirements. This amendment would also allow for the new esthetician and manicurist uses. The amendment also clarifies that a separate entrance to the dwelling is permitted for home occupations that require a separate entrance for State licensing. This is a current requirement of state licensing laws for cosmetology uses like hairdressers, manicurists and estheticians. There will still be provisions that the home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors, or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily structure, shall constitute a violation of this section. Violations of this section may result in the loss of the ability to operate the home occupation.

Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment.

The Growth and Development Advisory Council ("GDAC"), Downtown Springfield Association ("DSA"), Commercial Club and all Registered Neighborhood Associations were notified of these amendments.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will add all cosmetology services to the list of permitted uses in a home occupation with the same requirements which currently apply to hair cutting and styling.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 9, 2020, and recommended approval, by a vote of 7 to 0, of the proposed changes to the Zoning Ordinance.

The Planning and Development Staff recommends approval of the proposed amendments.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report
ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Proposed Amendments

EXHIBIT A

RECORD OF PROCEEDINGS
COSMETOLOGY HOME OCCUPATION AMENDMENTS
RECORD OF PROCEEDINGS
Planning and Zoning Commission – January 9, 2020

Cosmetology Home Occupation Amendments
Citywide
Applicant: City of Springfield

Mr. Hosmer stated that City council had initiated amendments to the Zoning Ordinance on Home Occupations for Estheticians and Manicurists on October 7, 2019. The amendments to the home occupation section would allow cosmetology services (hairdressers, estheticians and manicurists) similar to the requirements of hair cutting and styling.

Section 36-451 Home Occupations. Note: Ordinance language to be added is underlined and language removed is ~~stricken~~.

(m) Performing any acts of cosmetology for compensation ~~Hair and styling~~, provided:
1. Only chair is permitted and only one customer is allowed in the home at a time; and
2. House of operation for this home occupation shall be limited to 7:00am to 7:00pm; and
3. Use is limited to single-family homes; and
4. The use complies with all building and other applicable codes, City of Springfield, and State of Missouri regulations and standards.

(g) No alteration of the principal residential building shall be made which changes the character thereof as a dwelling, including the creation of a separate entrance to the dwelling or utilization of an existing entrance exclusively for the home occupation unless specifically required by state licensing provisions.

(5) Particular home occupations prohibited. Permitted home occupations shall not in any event be deemed to include the following types of activities and uses:
   (a) Animal hospitals, stables, or kennels.
   (b) Auto repairing and painting.
   ~~(c) Barber shops and beauty parlors~~.

Staff recommends approval.

Mr. Jobe noted his concerns regarding the striking of hair cutting and styling from the definition section and replacing with cosmetology for compensation. He wanted to make sure that cosmetology is inclusive of hair cutting and styling.

Mr. Hosmer noted that this is defined in the state statutes and this is how staff has determined to define.

Ms. Cox asked if this can incorporate hair, nails, etc.

Mrs. Smith read from the Missouri State Statutes Section 329-010 of the definition of cosmetology for compensation which covers manicurist, hairstylists, hair dressing, estheticians etc.

Mr. Doennig opened the public hearing.

No speakers.

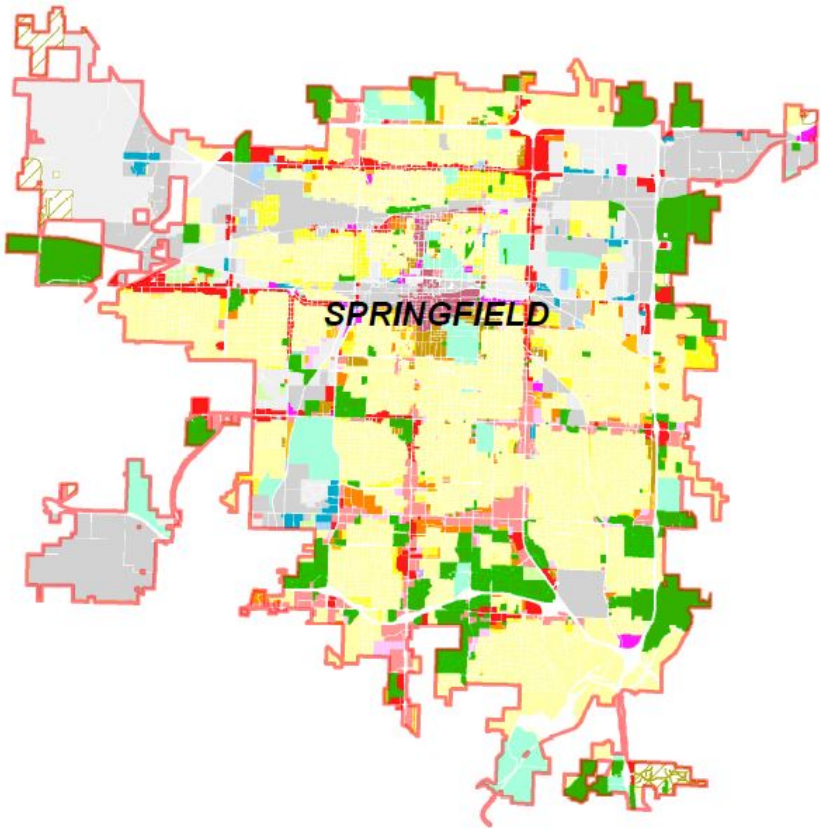
Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** Cosmetology Home Occupation Amendments (Citywide). Ms. Broekhoven seconded the motion. Ayes: Doennig, Coltrin, Broekhoven, Cox, Thomas, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler and Ogilvy.

Bob Hosmer, AICP
Planning Manager

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JANUARY 9, 2020
CITY COUNCIL PUBLIC HEARING:	FEBRUARY 10, 2020



CASE:
Cosmetology Home Occupation Amendments

STAFF:
Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:
Approve

PROPOSED MOTION:
Move to approve the proposed amendments to the Zoning Ordinance as submitted in the staff report

SUMMARY OF REQUEST:

1. Staff is requesting amendments to the home occupation section of the Springfield Land Development Code, Article III, 'Zoning Regulations,' Section 36-451, Home Occupations, to allow cosmetology services (hairdressers, estheticians and manicurists) as a home occupation.

FINDINGS FOR STAFF RECOMMENDATION:

1. The proposed amendments will add all cosmetology services to the list of permitted uses in a home occupation similar to the requirements of hair cutting and styling.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* encourages innovative development and redevelopment through the use of incentives and appropriate regulations, to achieve desired residential and nonresidential development patterns.

SUMMARY OF PROPOSED TEXT AMENDMENT:

1. City Council initiated amendments to the Zoning Ordinance on Home Occupations for Estheticians and Manicurists on October 7, 2019. City Council desires to consider code changes modifying the home occupation section of the Springfield Land Development Code, Article III, 'Zoning Regulations,' to allow for manicurists and estheticians as a permitted home occupation.

2. After review of best practices from other municipalities, staff has prepared amendments to the Home Occupation Section 36-451 of the Zoning Ordinance to allow the performing of cosmetology for compensation as a one chair operation with the same restrictions as hair cutting and styling which is already permitted as a home occupation. The State defines cosmetology as performing or offering to engage in any acts of the classified occupations of cosmetology for compensation, which shall include "Class CH – hairdresser", "Class MO – manicurist", "Class CA – hairdressing and manicuring" and "Class E – estheticians". The current home occupation restrictions include:

   1. Only one chair is permitted and only one customer is allowed in the home at a time; and

   2. Hours of operation for this home occupation shall be limited to 7:00 a.m. to 7:00 p.m.; and

   3. Use is limited to single-family homes; and

   4. The use complies with all building and other applicable codes, City of Springfield, and State of Missouri regulations and standards.

3. A home occupation is an activity carried out for compensation in a residential dwelling unit. No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation. The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation.

4. Staff is proposing to remove the prohibition on barber shops and beauty salons as home occupation uses which is already contrary to the current hair cutting and styling requirements. This would also allow for the new esthetician and manicurist uses. Staff will also be clarifying that a separate entrance to the dwelling is permitted for home occupations that require a separate entrance for State licensing. This is a current requirement of state licensing laws for cosmetology uses like hairdressers, manicurists and estheticians. There will still be provisions that the home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily structure, shall constitute a violation of this section. Violations of this section may result in the loss of the ability to operate the home occupation.

5. Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless City Council elects to refer a matter back to the Planning and Zoning Commission for further review.

STAFF COMMENTS:

Staff requests that Commission approve amendments to the Zoning Ordinance of the city code as specified.

PUBLIC COMMENTS:

The Growth and Development Advisory Council, Downtown Springfield Association (DSA), Commercial Club and all Registered Neighborhood Associations were notified of these amendments and public hearing dates.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No comments.

CLEAN WATER SERVICES DIVISION COMMENTS:

No objections to proposed language.

FIRE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

There is no issue with stormwater for zoning amendment.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with the proposed zoning text amendment.

REQUIREMENTS FOR APPROVAL:

Attachment 2

Note: Language to be added is underlined or removed is ~~stricken~~.

Sec. 36-451. - Home occupations.

(1) *Purpose.* This section is designed to define what constitutes a home occupation and to enumerate the particular home occupations that are permitted. A home occupation is a privilege granted to a resident which should not be a nuisance to other residents. A home occupation may be continued for only so long as it is conducted lawfully and does not produce a condition which causes a nuisance including, but not limited to, those enumerated in chapter 74, Springfield City Code. Violations of this section may result in the loss of the ability to operate the home occupation. No home occupation shall be permitted if it:

(a) Changes the outside appearance of the dwelling or is visible from the street;

(b) Generates traffic, parking, sewage, water use, or noise in excess of what is normal in a residential neighborhood;

(c) Creates a hazard to person or property, results in electrical interference or becomes a nuisance; or

(d) Results in outside activities, storage, or display.

(2) *Definition.* An activity carried out for compensation in a residential dwelling unit.

(3) *Home occupations permitted.* Home occupations include, but are not limited to, the following occupations:

(a) Home offices for architects, engineers, lawyers, realtors, insurance agents, brokers, ministers, rabbis, priests, salesmen, sales representatives, manufactures representatives, home builders, home repair contractors, trash haulers and similar occupations.

(b) Artists, sculptors, authors, photographers and composers.

(c) Computer programming and data processing.

(d) Direct sale product distribution (Amway, Avon, Tupperware, etc.) provided parties for the purpose of selling merchandise or taking orders shall not be held more than once a month, shall be limited to ten customers and shall be held between the hours of 9:00 a.m. and 10:00 p.m.

(e) Dressmakers, seamstresses, and tailors.

(f) Home crafts, such as model making, rug weaving, woodworking, ceramics (with a kiln up to six cubic feet) and similar activities, provided that no machinery or equipment shall be used or employed other than that which would customarily be found in the home, including machinery or equipment that would ordinarily be employed in connection with a hobby or avocation not conducted for gain or profit.

(g) Mail order, not including retail sales from site.

(h) Music and art teachers or other tutoring services.

(i) Renting sleeping rooms and serving meals to not more than two persons not members of the family occupying the dwelling unit for more than 30 days provided on off-street parking space is provided for each person.

(j) Telephone answering.

(k) Washing and ironing.

(l) "Work at home" activities where employees of a business, located at another location, perform work for the business in their own residence, provided all physical contact between the business and the employee occurs at the place of business and not the residence, other than the initial installation of any equipment or other work facilities. The work activities of the employee shall conform with all other requirements of this section.

(m) Performing any acts of cosmetology for compensation~~Hair cutting and styling~~, provided:

1. Only one chair is permitted and only one customer is allowed in the home at a time; and
2. Hours of operation for this home occupation shall be limited to 7:00 a.m. to 7:00 p.m.; and
3. Use is limited to single-family homes; and
4. The use complies with all building and other applicable codes, City of Springfield, and State of Missouri regulations and standards.

(4) *Use limitations.*

(a) No person other than someone related by blood, marriage, adoption, or custodial relationship to the person conducting the home occupation and who also resides in the dwelling unit shall be employed in the home occupation.

(b) The home occupation shall be conducted entirely within the principal residential building or in a permitted accessory building.

(c) No manufacturing or processing of any sort whatsoever shall be done, except as permitted by subsection 36-451(3)(f).

(d) No sign shall advertise the presence or conduct of the home occupation.

(e) No stock in trade shall be displayed or sold.

(f) No stock in trade, except articles produced by members of the family residing on the premises, shall be stored on the premises.

(g) No alteration of the principal residential building shall be made which changes the character thereof as a dwelling, including the creation of a separate entrance to the dwelling or utilization of an existing entrance exclusively for the home occupation unless specifically required by state licensing provisions.

(h) The home occupation shall not produce offensive noise, vibration, smoke, electrical interference, dust, odors or heat. Any noise, vibration, smoke, electrical interference, dust odors, or heat detectable beyond the property lines or beyond the walls of the dwelling unit, if the unit is part of a multifamily structure, shall constitute a violation of this section.

(i) No mechanical or electrical equipment other than normal domestic or household equipment shall be used.

(j) There shall be no outdoor storage of equipment or materials used in the home occupation.

(k) The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to the United States mail, similar parcel delivery service, or private vehicles with a gross vehicle weight rating of 10,000 pounds or less.

(l) Not more than one vehicle shall be utilized in the business.

(m) No customer waiting areas shall be provided.

(n) No vehicles shall be parked and no equipment or materials shall be stored for trash haulers, home builders, home repair contractors, and similar occupations.

(o) A business license shall be obtained, if required, by other ordinances.

(p) No more than 20 percent of the total floor area of the dwelling unit and garage shall be devoted to the home occupation. A garage shall not be used for a home occupation if such use has the effect of eliminating required parking.

(q) Appropriate plans, showing conformance with this section, shall be approved by the director of building development services.

(5) *Particular home occupations prohibited.* Permitted home occupations shall not in any event be deemed to include the following types of activities and uses:

(a) Animal hospitals, stables, or kennels.

(b) Auto repairing and painting.

~~(c) Barber shops and beauty parlors.~~

(c~~d~~) Boarding and lodging houses, unless specifically permitted by the district regulations.

(d~~e~~) Dancing schools and studios.

(e~~f~~) Dispatching of transfer and moving vans.

(f~~g~~) Furniture repairing and refinishing.

(g~~h~~) Medical offices for doctors, dentists, and veterinarians.

(h~~i~~) Nursery schools and day care centers, unless specifically permitted by the district regulations.

(i~~j~~) Palm reading or fortune telling.

(j~~k~~) Photofinishing.

(k~~l~~) Portrait studios.

(l~~m~~) Preparation of food for sale.

(m~~n~~) Private clubs.

(n~~o~~) Radio and television repair shops.

(o~~p~~) Raising animals for sale.

(p~~q~~) Restaurants.

(q~~r~~) Shops for contractors and tradesmen, such as electricians, plumbers, and carpenters.

(r~~s~~) Sign painting.

(s~~t~~) Trash hauler operations other than a home office.

(t~~u~~) Escort services.

From: Erin Gray
To: Neal, Daniel
Subject: Re: COMMENTS REQUESTED - Proposed Text Amendments to P&Z and CC
Date: Wednesday, December 18, 2019 1:59:32 PM

Is the current cosmetology language limiting the business to one chair?

I would actually suggest making this two chairs and no more than two or three customers at a time. I grew up down the street from a lovely and successful small business salon run by my neighbor. Allowing only one client at a time inside would be a barrier to business because you are often setting a first client when moving to the next appointment. And often folks come together when going to these places. If an Aunt and Mother want to come and watch while a bride gets her hair or nails done, that would be a problem?

I also think saying they can't employ a second or assistant who isn't a blood relative could also be a barrier to service. What if someone wanted to have a small home salon business with their best friend? I think if it's going to be so constrained for these folks then home come half the finished basements in Springfield have Lularoe racks and lots of people come to shop.

I guess I'm just thinking that Trudy from Steel Magnolias had a whole lot of people and chairs in her business. Just two chairs and and two employees couldn't get close.

Thanks,

Erin Gray
Brentwood

One-rdg. _____
P. Hrngs. X
Pgs. 20
Filed: 02-04-20

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020-027 SPECIAL ORDINANCE _____

AN ORDINANCE

VACATING a portion of public right-of-way located in the 200 block of East Phelps Street upon the occurrence of certain conditions. (Staff and Planning and Zoning Commission both recommend approval.)

_____

WHEREAS, a petition has been received requesting the vacation of approximately 0.05 acres of public right-of-way generally located in the 200 block of East Phelps Street and being more particularly described on "Exhibit A;" and

WHEREAS, proper notice of the vacation has been given as required by the laws and ordinances of the City of Springfield; and

WHEREAS, the Planning and Zoning Commission held a public hearing on January 9, 2020, and recommended approval of the vacation with certain conditions; and

WHEREAS, City Council finds that said vacation complies with the laws and ordinances of the City of Springfield; and

WHEREAS, City Council's approval of said vacation is expressly subject to the conditions contained in this Ordinance; and

WHEREAS, the conditions of this Ordinance will facilitate the development of the applicant's property while ensuring that required public improvements are made.

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

Section 1 – The petition to vacate the public right-of-way, generally located in the 200 block of East Phelps Street, being more particularly described on "Exhibit A," which is attached hereto and incorporated herein by this reference, and which is generally referenced as Vacation 814, is hereby granted and the described portion of public right-of-way shall become vacated subject to the conditions contained in the Ordinance.

Section 2 – City Council declares that this Ordinance shall be in full force upon the completion of the following conditions:

a. Springnet facilities will need to be relocated if building is intended to be constructed in this area. The costs for this will be the responsibility of the Developer/Owner. Otherwise, an easement will need to be granted for these facilities.

b. Additional easement for electric facilities planned to be installed will be needed on the South side of Phelps outside of the area to be dedicated as new right-of-way.

c. A new perpetual right-of-way easement will need to be dedicated along the property to the south as shown on "Exhibit C -Attachment 5," which is attached hereto and incorporated herein by this reference in its entirety.

d. A certificate of decision is recorded along with the aforementioned replacement easements.

If the conditions referenced in this Section 2 have not been satisfied within three years of the adoption of this Ordinance then the vacation contemplated by this Ordinance shall be null and void and the public right-of-way shall not be vacated.

Section 3 – Upon the Director of Planning and Development certifying in writing to the City Clerk that the conditions contained in this Ordinance have been met, this Ordinance shall be in full force and effect. City Council finds that the conditions contained in this Ordinance are an integral part of the decision to vacate the public right-of-way subject to this vacation request. If for any reason any section of this Ordinance is found to be null and void, the whole Ordinance shall be considered null and void and the vacation ineffective.

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 -027

FILED: 02-04-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Vacating a portion of public right-of-way located in the 200 block of East Phelps Street upon the occurrence of certain conditions. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION: VACATION NUMBER 814

The applicant is proposing to vacate approximately 0.05 acre of public street right-of-way to correct an encroachment issue with the building to the north. The applicant is proposing to dedicate a new perpetual right-of-way easement on the opposite side of the street to replace what is being vacated.

The applicant is requesting to have conditions placed on the proposed vacation, so the developer can make future plans without making the necessary improvements at this time. The developer will have 3 years to meet all conditions or the property will remain public right-of-way.

Planning and Zoning Commission is only authorized to approve a vacation request if there are no conditions for approval. The proposed conditions will require City Council to approve the vacation request.

REMARKS:

The Planning and Zoning Commission held a public hearing on January 9, 2020, and recommended approval, by a vote of 7 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The requested vacation meets the approval criteria listed on "Exhibit C - Attachment 3," with the following conditions.

   This vacation shall not become effective until the following conditions are met:

   a. Springnet facilities will need to be relocated if building is intended to be constructed in this area. The costs for this will be the responsibility of the Developer/Owner. Otherwise, an easement will need to be granted for these facilities.

b. Additional easement for electric facilities planned to be installed will be needed on the South side of Phelps outside of the area to be dedicated as new right-of-way.

c. A new perpetual right-of-way easement will need to be dedicated along the property to the south as shown on the attached sketch.

d. A certificate of decision is recorded along with the aforementioned replacement easements.

If these conditions are not met within three (3) years of City Council's approval, the aforementioned vacation approval is null and void and the public street and right-of-way shall remain.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Mary Lilly Smith, Director

Approved by:

Jason Gage, City Manager

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

ATTACHMENTS:
Attachment 1: Department Comments
Attachment 2: Neighborhood Meeting Summary
Attachment 3: Requirements for Approval
Attachment 4: Legal Description
Attachment 5: Location Sketch

EXHIBIT A

LEGAL DESCRIPTION
VACATION 814

EXISTING RIGHT-OF-WAY TO BE VACATED:

All that part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 13, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2005 at Page 022977-05, and being more particularly described as follows:

BEGINNING at the Northeast corner of the intersection of Boonville Avenue and Phelps Street, as it now exists; thence N89°18'15"E, along the North Right-of-Way line of said Phelps Street, a distance of 272.64 feet to a point on the West Right-of-Way line of Robberson Avenue, as it now exists; thence S01°50'43"W, along said West Right-of-Way line, a distance of 7.05 feet; thence along a non-tangent curve to the right, said curve having a radius of 375.00 feet, an arc length of 42.95 feet, a central angle of 6°33'43" and a chord distance of 42.92 feet which bears S86°01'24"W; thence S89°18'15"W, a distance of 89.53 feet; thence N89°28'15"W, a distance of 140.00 feet; thence N00°30'32"W, a distance of 6.51 feet to the POINT OF BEGINNING.

Containing 2,344 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

EXHIBIT B

RECORD OF PROCEEDINGS
VACATION 814
Planning and Zoning Commission – January 9, 2020

Vacation 814
200 blk East Phelps Street
Applicant: Board of Governors of Missouri State University

Mr. Hosmer stated that this is a request to vacate right of way generally located in the 200 Block of East Phelps. The applicant is requesting to have conditions placed on this request, so the developer can make future plans without making the necessary improvements at this time. All adjacent property owners have given consent to the vacation. The request for vacation meets the approval criteria.

- All property owners adjacent to the street, alley or public way have access to another street, alley or public way.
  All adjacent properties have access to other public streets.
- The owners of two-thirds of the property adjacent to the street, alley or public way to be vacated have given their consent to the vacation.
  All adjacent property owners have consented to the vacation of the alley.
- That the retention of the street, alley, public way or subdivision serves no useful purpose.
  The applicant is proposing to dedicate a new perpetual right-of-way easement on the opposite side of the street to replace what is being vacated.
- That the vacation will not affect the ability to use utilities, public or private.
  The applicant will be dedicating easements to accommodate existing utilities

This vacation shall not become effective until the following conditions are met:

1. Springnet facilities will need to be relocated if building is intended to be constructed in this area. The costs for this will be the responsibility of the Developer/Owner. Otherwise, an easement will need to be granted for these facilities.
2. Additional easement for electric facilities planned to be installed will be needed on the South side of Phelps outside of the area to be dedicated as new right-of-way.
3. A new perpetual right-of-way easement will need to be dedicated along the property to the south as shown on the attached sketch.
4. A certificate of decision is recorded along with the aforementioned replacement easements.
5. The developer will have 3 years to meet all conditions or the public right-of-way will remain as it exists, today.

Staff recommends approval.

Mr. Doennig opened the public hearing.

Ms. Jane Earnhart, 550 St. Louis Street, the applicant representative and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** Vacation 814 (200 blk East Phelps Street). Mr. Jobe seconded the motion.
Ayes: Doennig, Coltrin, Broekhoven, Cox, Thomas, Rose, and Jobe. Nays: None. Abstain: None.
Absent: Shuler and Ogilvy.

Bob Hosmer, AICP
Planning Manager

Exhibit C

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JANUARY 9, 2020
CITY COUNCIL PUBLIC HEARING:	FEBRUARY 10, 2020

CASE NUMBER:
Vacation 814

LOCATION:
200 block East Phelps Street

ACRES:
0.05 acre

EXISTING LAND USE:
Public street right-of-way

APPLICANT:
Board of Governors of Missouri State University

STAFF:
Daniel Neal, Senior Planner
864-1036

STAFF RECOMMENDATION:
Approve w/Conditions

PROPOSED MOTION:
Move to approve Vacation 814 as submitted

SUMMARY OF REQUEST:

Request to vacate a northern portion of Phelps Street ROW between Boonville Avenue and Robberson Avenue and dedicate a perpetual right-of-way easement along the southern portion of the existing right-of-way.

FINDINGS FOR STAFF RECOMMENDATION:

1. The requested vacation meets the approval criteria listed on Attachment 3 with the following conditions.

   This vacation shall not become effective until the following conditions are met:

   a. Springnet facilities will need to be relocated if building is intended to be constructed in this area. The costs for this will be the responsibility of the Developer/Owner. Otherwise, an easement will need to be granted for these facilities.

   b. Additional easement for electric facilities planned to be installed will be needed on the South side of Phelps outside of the area to be dedicated as new right-of-way.

   c. A new perpetual right-of-way easement will need to be dedicated along the property to the south as shown on the attached sketch.

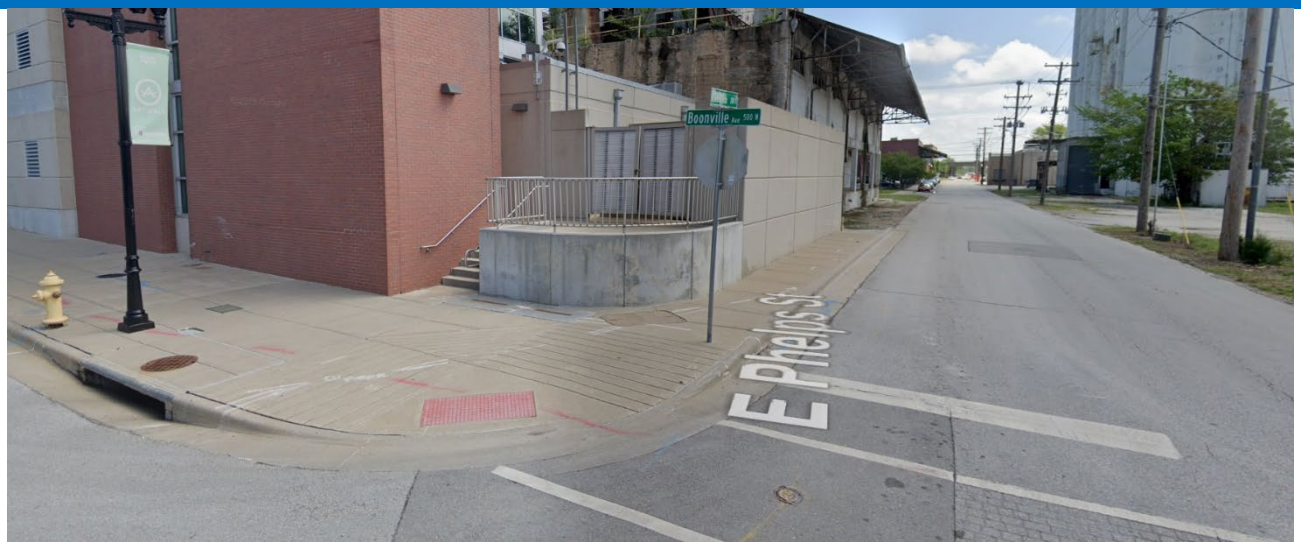
   d. A certificate of decision is recorded along with the aforementioned replacement easements.

   If these conditions are not met within three (3) years of City Council's approval, the aforementioned vacation approval is null and void and the public street and right-of-way shall remain.

SURROUNDING ZONING AND LAND USES:				
	NORTH	**SOUTH**	**EAST**	**WEST**
ZONING	HM	HM	CC	CC
LAND USE	Jordan Valley Innovation Center	Vacant/undeveloped	Center City uses	Center City uses

SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

GOOGLE MAPS STREET VIEW:



MAJOR THOROUGHFARE PLAN:

PROPERTY HISTORY:

This segment of public right-of-way has been within the City since the railroad was constructed in the 1800's.

STAFF COMMENTS:

1. The applicant is proposing to vacate approximately 0.05 acres of public street right-of-way for a new development. The applicant is proposing to dedicate a new perpetual right-of-way easement on the opposite side of the street to replace what is being vacated.

2. The applicant is requesting to have conditions placed on this request, so the developer can make future plans without making the necessary improvements at this time. The developer will have 3 years to meet all conditions or the public right-of-way will remain as it exists, today.

3. These conditions include replacement easements for Springnet and CU electric facilities and a perpetual right-of-way easement for traffic and roadway uses.

4. The proposed vacation was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on November 12, 2019, regarding the request for rezoning. A summary of this meeting is attached (Attachment 2).

PUBLIC NOTIFICATION:

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

Notices sent to property owners within 300 feet: Mailed: 15 Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

AT&T COMMENTS:

No comments

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

CU will accept a Conditional Approval of the Vacation provided the following conditions are met prior to the Vacation being recorded:

1) Springnet has facilities in area to be Vacated on the North side of Phelps. These will need to be relocated if building is intended in this area. The costs for this will be the responsibility of the Developer/Owner. Otherwise, an easement will need to be granted for these facilities. Contact Bethany Forrester @ 417-831-8529 for details.

2) Additional easement for Electric facilities planned to be installed will be needed on the South side of Phelps outside of the area to be dedicated as new ROW. Contact Eric Cochran @ 417-831-8612 for details.

CLEAN WATER SERVICES COMMENTS:

No public sewer within proposed vacation.

FIRE DEPARTMENT COMMENTS:

No comments.

POLICE DEPARTMENT COMMENTS:

No comments.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Traffic has no issues with the proposed vacation.

STORMWATER COMMENTS:

Stormwater has no issues with vacation as shown.

NEIGHBORHOOD MEETING SUMMARY

1. Request to vacate: A portion of Phelps Street from Boonville Ave. to Robberson Ave.
   (subject address)
2. Meeting Date & Time: Tuesday, November 12, 2019 from 4:30 until 6:00
3. Meeting Location: Fire Station 1 Community Room, 720 E. Grand Street
4. Number of invitations that were sent: _____
5. How was the mailing list generated: By the City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 0 neighbors; 3 representatives
7. List the verbal comments and how you plan to address any issues:

   No neighbors attended. Therefore, no comments to address.

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

   No written comments have been submitted to our office. Therefore, no comments to address.

Neighborhood Meeting

Street Vacation Input

Northern Portion of Phelps Avenue from Boonville to Robberson
November 12, 2019
4:30 p.m. – 7:00 p.m.

Name	Address	Phone
LAURA DERRICK	910 NATIONAL AVE	417-836-5101
Allen Kimbel	901 National Ave	417-836-3020
Jane Earnhart	550 St. Louis St.	417-890-8802

olsson

550 St. Louis Street
Springfield, MO 65806

TEL 417.890.8802
FAX 417.890.8805

www.olssonassociates.com

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING

I, Jane Earnhart (*print name)*, attest that the invitation letter to the neighborhood meeting (attached) was mailed ten (10) days prior to the neighborhood meeting on October 29, 2019 (*month/date/year),* the neighborhood meeting is scheduled to be held on November 12, 2019 (*month/date/year),* which is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Exhibit 1: Neighborhood Notification and Meeting Process."

Signature of person completing mailings

Jane Earnhart

Printed name of person completing mailings

**NOTE: this affidavit must be submitted by the Friday following the application deadline.*

ATTACHMENT 3: REQUIREMENTS FOR APPROVAL

In order to approve the vacation of a public street or alley, the Planning and Zoning Commission must make the following findings.

Approval Criteria	Staff Response:
1. All property owners adjacent to the street, alley or public way have access to another street, alley or public way.	All adjacent properties have access to other public streets.
2. The owners of two-thirds of the property adjacent to the street, alley or public way to be vacated have given their consent to the vacation.	Owners of two-thirds of the property adjacent to the public right-of-way petitioned for the vacation.
3. That the retention of the street, alley, public way or subdivision serves no useful purpose.	The applicant is proposing to dedicate a new perpetual right-of-way easement on the opposite side of the street to replace what is being vacated.
4. That the vacation will not affect the ability to use utilities, public or private.	The applicant will be dedicating any replacement easements to accommodate existing utilities.

ATTACHMENT 4: LEGAL DESCRIPTION

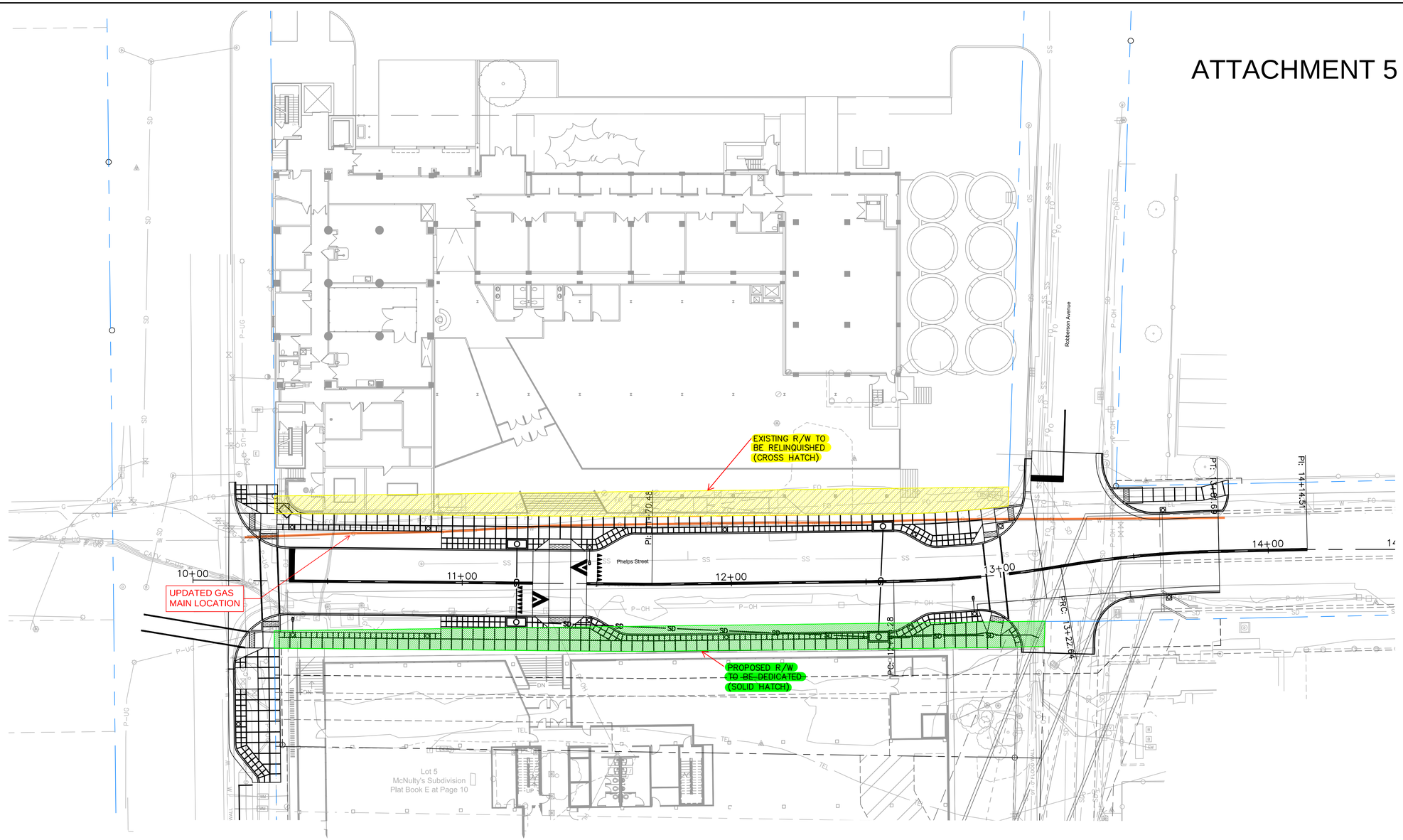
EXISTING RIGHT-OF-WAY TO BE RELINQUISHED:

All that part of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 13, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2005 at Page 022977-05, and being more particularly described as follows:

BEGINNING at the Northeast corner of the intersection of Boonville Avenue and Phelps Street, as it now exists; thence N89°18'15"E, along the North Right-of-Way line of said Phelps Street, a distance of 272.64 feet to a point on the West Right-of-Way line of Robberson Avenue, as it now exists; thence S01°50'43"W, along said West Right-of-Way line, a distance of 7.05 feet; thence along a non-tangent curve to the right, said curve having a radius of 375.00 feet, an arc length of 42.95 feet, a central angle of 6°33'43" and a chord distance of 42.92 feet which bears S86°01'24"W; thence S89°18'15"W, a distance of 89.53 feet; thence N89°28'15"W, a distance of 140.00 feet; thence N00°30'32"W, a distance of 6.51 feet to the POINT OF BEGINNING.

Containing 2,344 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

ATTACHMENT 5



N

0' 10' 20' 40'
SCALE IN FEET

olsson

Olsson Associates Engineering - MO State Certificate of Authority #001592
550 St. Louis St.
Springfield, MO 65806
TEL 417.890.8802 www.olsson.com

REV. NO.	DATE	REVISIONS DESCRIPTION

REVISIONS

RIGHT-OF-WAY EXHIBIT
PHELPS STREET IMPROVEMENTS

IDEA COMMONS

SPRINGFIELD, MISSOURI

2019

drawn by:	JKL
designed by:	JKL
checked by:	RBC
project no.:	017-2123
drawing no.:	
date:	01.25.2019

SHEET
1 *of* 1

DWG: F:\2019\2501-3000\019-2981\40-Design\Exhibits\T_ROW_017212.3.dwg USER: jearnhart
DATE: Dec 02, 2019 9:17am XREFS: W_PBASE_72123 V_XB00_72123 V_TOPO_72123 CIVIL FLAT w Footprint t_pbase_72123 T_PHATCH_0172123 T_PBASE_0192981 17340-IDEA - Floor Plan - SITE PLAN JVIC_017007_BASE-1

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 12-10-19

Sponsored by: Ferguson

First Reading: _____ Second Reading: _____

COUNCIL BILL: 2019- 279 GENERAL ORDINANCE: _____

AN ORDINANCE

AMENDING Chapter 40 of the City Code, Article II, 'Workable Program,' Section 40-15; for the purpose of modifying the Workable Program's requirements regarding Payments in Lieu of Taxes.

WHEREAS, City Council, by passage of General Ordinance 6437, adopted a Workable Program on March 26, 2018; and

WHEREAS, the Workable Program (Sections 40-10 through 40-19 of the City Code) established a framework for the City to evaluate property tax abatement issues pursuant to sections 99.300 through 99.715 RSMo; and

WHEREAS, the Workable Program, as adopted, contains several elements including a "but-for" test and a verification of blight in legacy blighted areas; and

WHEREAS, as currently adopted, the Workable Program contains a two-year sunset clause in Section 40-15(c) and requires that Payments in Lieu of Taxes collected by the City be distributed to other taxing jurisdictions in the community on a pro rata basis; and

WHEREAS, the stated intent of the two-year sunset clause was to allow the City and community stakeholders to confer on how collected Payments in Lieu of Taxes should be apportioned; and

WHEREAS, after engagement with community stakeholders, City Council desires to repeal the two-year sunset clause contained in Section 40-15(c) of the Workable Program and continue to distribute Payments in Lieu of Taxes to other taxing jurisdiction on a pro rate basis.

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

Section 1 – Springfield City Code, Chapter 40, Article II, 'Workable Program,' Section 40-15, is hereby amended to read as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

Sec. 40-15. - Amount of abatement—How determined, provisions related thereto, payments in lieu of taxes—Required.

(a) Amount of abatement.

(1) The minimum level of authorized tax abatement for projects with an approved redevelopment plan shall be 50 percent.

(2) The city council is hereby authorized to increase the level of tax abatement for a project within an approved redevelopment plan up to 75 percent utilizing council's approved tax abatement scorecard. The tax abatement scorecard shall be adopted by the city council and a copy of same shall be retained on file with the department of planning and development.

(b) If the tax abatement amount is less than 100 percent, pursuant to an approved redevelopment agreement, the remainder of the tax abatement amount shall be collected by the city on an annual basis as Payments in Lieu of Taxes (PILOTs).

~~(1) Any PILOTs paid to the city, and any non-PILOT damages paid to the city as a result of a breach of the redevelopment agreement or redevelopment plan, shall be retained by the city and utilized as a shared success fund for targeted economic development projects and/or expenses in connection with addressing blight remediation, assistance to homeowners, and/or dangerous buildings.~~

~~(2) Notwithstanding any other provision to the contrary, a~~Any PILOT amounts paid to the city, not including any non-PILOT damages resulting from a breach of a redevelopment agreement or redevelopment plan, shall be remitted to the appropriate taxing jurisdictions, including the city, which levy taxes on the real property included in the redevelopment plan at a rate proportional to the taxes so levied by said taxing jurisdictions.

~~(c) This section 40-15 shall expire and cease to be in effect two years after final passage by city council. The purpose of the foregoing sunset is to provide sufficient time and opportunity to facilitate a dialogue between the city and taxing jurisdictions regarding the city's revised comprehensive plan and to address long-term blight issues in the community, including; the negative impact of blight and the deteriorating condition of housing stock and its adverse effect on property values; and the most effective manner to collect and distribute PILOT amounts to address the foregoing challenges. To this end, the city shall seek to engage in discussions with taxing jurisdictions no later than 18 months from the final passage of the ordinance from which this article derives.~~

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

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. The Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2019- 279

FILED: 12-10-19

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: Amending the Springfield City Code, Chapter 40, Article II, 'Workable Program,' by amending subparagraph (b) of Section 40-15; for the purpose of modifying the Ordinance's requirements regarding Payments in Lieu of Taxes. (Staff recommends approval.)

BACKGROUND INFORMATION: Springfield City Council adopted the Workable Program by General Ordinance 6437 on March 26, 2018.

The Workable Program establishes a framework for the City of Springfield to evaluate property tax abatement requests under the LCRA Law, Sec. 99.300-715, RSMo. It includes essential elements such as a but-for test and requiring verification of blight in legacy blighted areas, as well as a Scorecard by which projects will be rated on various measures of community benefit to determine the appropriate level of abatement. A base level of abatement of 50% is established for projects meeting the But-For Test and blight verification requirements; 51-100% abatement will be available for projects depending on application of the Scorecard.

Exceptions to some of these requirements are made for Multi-Project Redevelopment Areas, which must be declared as such by Council resolution in order to be eligible for this more-flexible set of rules. The purpose of allowing such flexibility is to ensure that Tax Abatement is available for future redevelopment of an area of the City which contains widespread evidence of blighting factors, where an overall plan for redevelopment is required to address said blighting factors.

All Redevelopment Plans submitted to City Council for approval must comply with the Workable Program. Sec. 99.320(20), RSMo.

A Workable Program is defined in the LCRA Act as "an official plan of action, as it exists from time to time, for effectively dealing with the problem in insanitary, blighted, deteriorated or deteriorating areas within the community and for the establishment and preservation of a well-planned community with well-organized residential neighborhoods of decent homes and suitable living environment for adequate family life, for utilizing appropriate private and public resources to eliminate and prevent the development or spread of insanitary, blighted, deteriorated or deteriorating areas, to encourage needed urban rehabilitation, to provide for the redevelopment of blighted, insanitary, deteriorated and deteriorating areas, or to undertake such of the aforesaid activities or other feasible community activities as may be suitably employed to achieve the objectives of such a program." Sec. 99.320(23), RSMo.

REMARKS: When City Council adopted the Workable Program, a 2-year sunset clause

was included in Section 40-15(c) to “provide sufficient time and opportunity to facilitate a dialogue between the city and taxing jurisdictions

- regarding the city's revised comprehensive plan and
- to address long-term blight issues in the community, including;
    - the negative impact of blight and
    - the deteriorating condition of housing stock and its adverse effect on property values;
- and the most effective manner to collect and distribute PILOT amounts to address the foregoing challenges.”

The ordinance then directs city staff to “engage in discussions with taxing jurisdictions no later than 18 months from the final passage of the ordinance.” The key issue is whether the Payments in Lieu of Taxes, or PILOTs, collected on the non-abated portion of property taxes for Chapter 99 blight remediation projects should be distributed to the taxing jurisdictions pro rata, or the City retain the PILOTS for economic development projects.

During the months of May, June and July 2019, City staff met one-on-one with representatives from Greene County, Greene County Senior Services, Abilities First, Springfield-Greene County Library, Springfield Public Schools, and Ozarks Technical Community College to discuss the first year of the Workable Program and gather their thoughts on the structure of the Workable Program moving forward. Most of the taxing jurisdictions opposed any plan that would divert the PILOTs away from their budgets.

City staff analyzed the revenue potential from the PILOTs and has determined that the PILOTs are unlikely to produce enough funding to have any significant impact on the problems of residential blight and aging housing stock.

Staff recommends amending Section 40-15(b) and repealing Section 40-15(c) remove the 2-year sunset and continue the distribution of PILOTs pro rata to the taxing jurisdictions.

Submitted by:

Sarah Kerner

Sarah Kerner, Economic Development Director

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

One rdg._____
P. Hrngs._____
Pgs. ____7_____
Filed: _____01-21-20____

Sponsored by: _____Hosmer_____

First Reading:_____ Second Reading: _____
AMENDED SUBSTITUTE No. 1
COUNCIL BILL ____2019-252_____ GENERAL ORDINANCE _____

AN 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.'

_____

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

Section 1 – Springfield City Code, Chapter 36, Article VII, 'International Property Maintenance Code,' is repealed in its entirety and a new Article VII is enacted in lieu thereof, to read as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

ARTICLE VII. – INTERNATIONAL PROPERTY MAINTENANCE CODE

Sec. 36-615. – Adoption of 2018 International Property Maintenance Code.

City Council hereby adopts the 2018 International Property Maintenance Code as published by the International Code Council and all referenced standards therein as if spelled out verbatim in this Ordinance, except such portions thereof as are hereinafter deleted, modified, or amended. This code shall be designated as Article VII, 'International Property Maintenance Code,' of Chapter 36 the Springfield City Code, known as the 'Land Development Code.' A copy of the International Property Maintenance Code is on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri.

Sec. 36-616. – Deletions, modifications, amendments, and additions.

The 2018 International Property Maintenance Code, as adopted is hereby amended as follows:

(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 structure 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 coated to inhibit such rust and corrosion, and surfaces with rust or corrosion

shall be stabilized and coated 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

some other device affording adequate ventilation, which is approved by the director of the Department of Building Development Services in writing.

2. Notwithstanding the provisions of this section, any basement or cellar space may be used for living, eating, cooking, or sleeping if, for each such use, there are other facilities complying with this article available within the same dwelling for the occupants thereof. The intent of this subsection is to allow any basement or cellar space to be used as a habitable room if it is supplemental to, or in addition to, a dwelling unit or habitable room complying with this article.

Section 308.2.1 Rubbish storage facilities. The owner of every occupied premises shall supply approved covered containers for rubbish and the owner of the premises shall be responsible for the removal of rubbish.

Exception: For one- and two-family dwelling units, the occupant is responsible for the containers and rubbish removal.

Section 602 Heating Facilities

Section 602.3 Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, ~~to~~ shall furnish a heat source permitted by City Code to the occupants thereof ~~shall supply heat~~ during the period from October 1 to April 30 each year ~~to maintain a~~ capable of maintaining a minimum temperature of 68 degrees F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Section 606 Elevators, Escalators and Dumbwaiters is deleted in its entirety.

Sec. 36-617. – Penalty clause.

Any person convicted of: violating this article; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least $200.00 for the first offense, $400.00 for the second offense, and $500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

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

Section 3 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. 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: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

SUPPLEMENTAL EXPLANATION TO COUNCIL BILL 2019-252

FILED: 01-28-20

ORIGINATING DEPARTMENT: Law

BACKGROUND: At the January 27, 2020, Council meeting, City Council amended Council Bill 2019-252 Substitute No. 1 by striking the word “dwelling” in line 54 and replacing it with the word “structure” and by striking the word “coded” in lines 79 and 80 and replacing it with the word “coated.”

Submitted by:

Rhonda Lewsader, City Attorney

Approved by:

Jason Gage, City Manager

EXPLANATION TO COUNCIL BILL 2020-___

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

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.

WHEREAS, the definition of "open" in 26-62(5) is unnecessarily narrow in that it ties the definition to causation; and

WHEREAS, to enhance enforceability of the "International Property Maintenance Code," it is necessary to list such code with other codes in 26-62(12).

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

Section 1 – Springfield City Code, Chapter 26, 'Buildings and Building Regulations,' Article III, 'Dangerous, Blighted and Nuisance Building Code,' is hereby amended as follows:

NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.

ARTICLE III. – DANGEROUS, BLIGHTED AND NUISANCE BUILDING CODE

Sec. 26-62. – Conditions of buildings or structures constituting public nuisance.

(5) Those ~~which are~~ unoccupied and ~~are~~ open at door, window, wall, or roof. As used herein, an "unoccupied" building is one which is not being continuously and lawfully inhabited for residential or any non-residential purpose. As used herein, an unoccupied building is "open" at door, window, wall or roof when~~,~~ ~~because of removal, breakage, deterioration, destruction, or disrepair of original or replacement materials,~~ the interior ~~has become~~ is exposed to the elements or ~~has become~~ is accessible for entry by animals, trespassers, or

others acting without the building owner's consent

(12) Those built in violation of the building, plumbing, electrical, fuel gas, property maintenance or zoning codes of the city or used in violation thereof.

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

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

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

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. 10
Filed: 02-04-20

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 028 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Memorandum of Understanding between City Utilities of Springfield, Missouri, doing business as "SpringNet" and the City of Springfield, Missouri, to allow alternate methods for permitting and cost recovery for work on City rights-of-way associated with a large, specialized project known as the SpringNet Fiber Optic Expansion Project.

WHEREAS, City Utilities d/b/a “SpringNet” is installing new fiber optic network cable City-wide over the next approximate 2-year period in its Fiber Optic Expansion Project, hereinafter “Project;” and

WHEREAS, the Project will impact City rights-of-way and require permitting from Public Works to complete the Project; and

WHEREAS, Public Works’ current permitting process and fee structure is designed for small projects or singular areas of work on City rights-of-way; and

WHEREAS, in order to facilitate the speed and scope of the very large Project, Public Works’ typical permitting requirements need to be modified; and

WHEREAS, the benefits to the City include: (1) better coordination of activities resulting in faster completion of the Project reducing overall impact to Citizens and sooner availability of new fiber services for the Community, (2) improved coordination of Project activities improving notification to Citizens of impacts of the work, and (3) improved tracking mechanisms and follow up of damaged City Infrastructure required for completion of the Project; and

WHEREAS, the proposed Memorandum of Understanding has been jointly developed to fit the needs of both SpringNet and Public Works. This agreement will enhance the Project by facilitating better communication and documentation while meeting the accelerated schedule of completion and the integrity of Public Works permitting requirements.

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 a Memorandum of Understanding in substantial conformity with "Exhibit 1," attached hereto and incorporated by reference, between City Utilities of Springfield, Missouri and City of Springfield, Missouri, to allow alternate methods for permitting and cost recovery for work on City rights-of-way associated with a large, specialized project known as SpringNet Fiber Optic Expansion Project.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL NO 2020- 028

FILED: 02-04-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Memorandum of Understanding between City Utilities of Springfield, Missouri, doing business as "SpringNet" and the City of Springfield, Missouri, to allow alternate methods for permitting and cost recovery for work on City rights-of-way associated with a large, specialized project known as the SpringNet Fiber Optic Expansion Project.

BACKGROUND INFORMATION: SpringNet's Fiber Optic Expansion Project, hereinafter "Project", will be installing new fiber optic network cable City-wide over the next approximate 2-year period. The Project will impact City rights-of-way and require permitting from Public Works to complete the Project. Public Works' current permitting process and fee structure is designed for small projects or singular areas of work on City rights-of-way. In order to facilitate the speed and scope of the very large Project, Public Works' typical permitting requirements need to be modified. In lieu of Public Works issuing permits for each individual location work as required in City rights-of-way, Public Works will assign designated staff to work directly with SpringNet to coordinate, inspect, and permit the work associated with the Project. Public Works will recover cost and invoice SpringNet accordingly for actual cost associated with permitting and inspection of the Project. The proposed Memorandum of Understanding outlines this alternate permitting process that maintains an equitable approach to both fee recovery and requirements compared to current Public Works permitting fees and processes.

Benefits to the City include: (1) better coordination of activities resulting in faster completion of the Project reducing overall impact to Citizens and sooner availability of new fiber services for the Community, (2) improved coordination of Project activities improving notification to Citizens of impacts of the work, and (3) improved tracking mechanisms and follow up of damaged City Infrastructure required for completion of the Project.

Supports the following City Council Priorities:

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

REMARKS: The proposed Memorandum of Understanding has been jointly developed to fit the needs of both SpringNet and Public Works. This agreement will enhance the Project by facilitating better communication and documentation while meeting the accelerated schedule of completion and the integrity of Public Works permitting requirements.

Submitted by:

Martin Gugel, Assistant Director of Public Works

Recommended by:

Dan Smith, Director of Public Works

Approved by:

Jason Gage, City Manager

Exhibit 1

MEMORANDUM OF UNDERSTANDING

Between City of Springfield, Missouri, and City Utilities of Springfield, Missouri

This Memorandum of Understanding (MOU) is dated as of the ___ day of _____, 2020, between the City of Springfield, Missouri (City) and City Utilities of Springfield, Missouri (SpringNet).

Definitions:

- City – The City of Springfield, Missouri, and any authorized agents representing the City of Springfield, Missouri.
- City Utilities—City Utilities of Springfield, Missouri.
- SpringNet – City Utilities, any authorized agent representing City Utilities, and any Contractor.
- Project – Any work directly or indirectly related to completion of the project known as SpringNet Fiber Optic Network Expansion.
- Contractor – Any authorized contractor of SpringNet performing any work associated with the Project.
- MOU – This Memorandum of Understanding.
- Huts – Seven separate geographical areas within the City and Greene County, Missouri, where fiber optic cable is being installed. These areas are defined in the Project (see Exhibit A attached hereto and incorporated herein by reference).

General:

- This document serves as a memorandum of understanding between the City and SpringNet for permitting, repair, inspection, and communication requirements associated with the Project.
- The City's current permitting process and current fee structure to recover costs is designed to be implemented on small projects and singular locations and would not properly facilitate permitting of the Project due to the size, scope, and anticipated speed of the proposed work.
- The document outlines a cooperative agreement to define a separate permit process for this project and maintain the intent of the City's current permitting procedure and Specifications, while providing for alternate methods of communication, documentation, and recovering the City's cost.

Staffing, Fees, and Permitting:

- In order to provide a direct channel of communication between the City and SpringNet, City personnel consisting of one project manager and one construction inspector will be assigned to issue permits, conduct inspections and coordinate activities. City will provide contact information for additional qualified City staff who may serve as backups as necessary when such personnel are not available to ensure timely response to general inquiries.
- The City will provide quality assurance checks and guidance to SpringNet's inspectors and staff for City requirements concerning general traffic control operations, repairs on City rights of way, and lane closure approvals.
- SpringNet will provide inspectors in the field who will directly oversee and are responsible for Contractor's implementation of temporary traffic control, project safety, cleanup, and

repairs to City infrastructure as a result of the Contractor's operations in accordance with this MOU and City's Design Guide for Public Improvements (consisting of the following three technical manuals: Design Standards, General Conditions and Technical Specifications, and Standard Drawing Details). SpringNet's inspectors shall be knowledgeable of the City's requirements and strictly ensure and compliance with requirements for the Project.

- The City will recover its cost by tracking actually incurred time, equipment and expenses for all work associated for this Project and provide monthly billing to SpringNet per the rates attached hereto as Exhibit B. Payment from SpringNet will be made within 30 days from the invoice date to the City. SpringNet will not be required to obtain permits under the City's current E-City process or pay fees as outlined in the City's current fee schedule so long as SpringNet's requirements contained within this MOU are maintained at all times.
- The City will permit areas of construction up to two Huts at any one time as defined in the Project's contract documents. SpringNet will provide plans to the City 60 days prior to start of construction within a proposed work area. A preconstruction conference shall be held for each individual Hut within 30 days after plans therefor are so provided, the City will issue a written Notice to Proceed (NTP) for such Hut within two weeks thereafter, and this NTP shall serve as SpringNet's Permit to complete operations as necessary on City Right of Way for the respective Hut area. All permanent cleanup and repairs shall be completed and accepted by City on an individual Hut before any additional permits (beyond two as set forth above) will be issued for new Huts.
- A written plan for communication on the project shall be cooperatively developed specifically for each Hut and shall include SpringNet, the City, and applicable Contractors. This plan shall include all contact information, responsibilities of key personnel related to permitting, and general expectations for all parties specific to the work/Hut. The plan shall be discussed at the preconstruction conference and executed, further distributed and updated as necessary by all applicable parties.
- SpringNet and the City shall mutually agree to an electronic format for sharing information and documenting work as found necessary and as outlined herein.

Scheduling and Temporary Traffic Control:

- SpringNet's operations will maintain reasonably safe job sites and temporary traffic control consistent with OSHA, City Specifications, MUTCD, City Work Zone Policy Guide, and other applicable laws and regulations.
- SpringNet is responsible for providing properly trained personnel to design/layout, implement, and review temporary traffic control in accordance with the MUTCD. The City will provide quality assurance checks as necessary as provided herein.
- SpringNet will provide an updated schedule of anticipated Hut/Project work at least weekly showing all anticipated work to occur for the next 7 days. The schedule should show the anticipated work areas and clearly indicate where any full or partial traffic closures are required. The City will review the schedule and provide information on any possible work or additional traffic conflicts within two business days.
- Lane closures on residential and/or low volume streets will generally require no further notification to, or approval by, the City other than the 7-day schedule as noted herein.
- Lane and/or street closures for Major Collectors, Arterial Streets, and near schools or downtown require three business days notification minimum and written approval from the City to

proceed, which approval will not be unreasonably withheld, conditioned or delayed (and in any event the City will provide a response within two business days). City will continue its current practice and procedures of notifying the public of lane closures; provided, SpringNet will provide additional notice to the public of lane closures as reasonably requested by City.

- Temporary Traffic Control Plans will be required to be submitted and approved by the City when requested for complete closures, sites with special requirements, or when special circumstances warrant formal plans. Generally, the City's Typical Applications from the City's Work Zone Policy Guide will suffice. The City's inspector will review traffic control plans for acceptance of most routine operations in the field. However, all temporary traffic control operations and any associated liability are the full responsibility of SpringNet.
- The City will coordinate and accept all lane or sidewalk closure approvals as much as reasonably possible to accommodate the Contactor's operations. At times the City may deny and request a revision in proposed closures to coordinate with other planned work, special events or other items in the best interest of the general public.
- If at any time the City reasonably believes any operation is unsafe, is causing significant traffic queues, or requires major corrections to meet general requirements, the City may request immediate corrections and/or order work to stop for any operations associated with the Project.
- All Contractors' vehicles, equipment and/or work areas shall be clearly marked or labeled as authorized by SpringNet.

Inspection and Repair of Damaged Facilities and/or City Infrastructure:

- All City infrastructure damaged by Springnet shall be repaired and inspected by SpringNet in accordance with City Specifications and in accordance with applicable practices of the City's current excavation permit process. All repair work shall carry a warranty of four years for workmanship and materials.
- SpringNet and the City shall agree to an electronic method of tracking and acceptance of damage and repairs to City infrastructure. This electronic method shall provide a system to track location, scope of damage, time of completion and method of repairs by SpringNet, final acceptance by the City, and any associated documentation. This system will be an electronic project management software, SharePoint site or other acceptable electronic method that is secure and remotely accessible.
- Temporary repairs with asphalt, cold mix or other products approved by City's inspector may be made to damaged hard surfaces such as sidewalks and pavements as work progresses before final repairs are made. Temporary repairs shall be made before the Contractor is no longer working in the specific location and/or controlling access to the work area. Temporary repairs shall be made prior to leaving the site overnight or properly barricading any hazard to pedestrians or the traveling public.
- Unless previously approved by the City, the ability to open cut streets and general locations of bore pits, shall be discussed with and approved by the City's inspector.
- Permanent repairs shall be made within 10 working days or mutually agreed upon date after the Contractor is no longer working in the specific location and/or controlling access to the work area. Questions on scope of permanent repairs shall be directed to the City's inspector prior to completion of the repairs as applicable. SpringNet shall be responsible for ensuring proper materials and methods are used in completion of the repairs and results meet the current City

Specifications and ADA Standards. Any repair work reasonably determined by City's inspector to be unacceptable based on applicable City specifications and standards will be corrected by SpringNet.

- If additional infrastructure repair work beyond the responsibility of SpringNet would be beneficial to the City, with prior written authorization from the City and SpringNet, a Contractor may perform the work and be reimbursed by the City.
- Any damage to underground City infrastructure due to installation of the fiber optic cable associated with the Project found before or after project completion, shall be repaired by SpringNet.

Documentation of Permanent Facilities on Public ROW:

- At or before the conclusion of the Project, SpringNet will provide a base map (GIS mapping) indicating the general location of all aerial and buried fiber optic cable placed on City right of way.

Legal Disclaimers:

- This MOU constitutes the entire agreement between the parties with regard to the matters set forth herein. The terms of this MOU may be revised by mutual agreement of the Director of Public Works and the General Manager of City Utilities, with final approval by the Springfield City Council.
- This MOU may be terminated at any time by either party with 180 days written notice.
- The term of this MOU shall be for the duration of the Project (approximately 27 months).
- To the extent allowed by law, SpringNet hereby agrees to defend and indemnify and save harmless the City and employees of the City from any and all claims, demands, causes of action, damage, judgements, costs, attorneys fees and expenses that the City or employees of the City may sustain, incur or become liable for on account of loss or destruction of or damage to City or third-party property and death of or injury to persons whomsoever resulting from work covered by this MOU; provided, however, nothing contained herein shall be considered a waiver of the defenses of sovereign immunity, official immunity, or the public duty doctrine.
- This MOU document does not invalidate existing City of Springfield Codes and Charter.

CITY OF SPRINGFIELD, MISSOURI	CITY UTILITIES OF SPRINGFIELD, MISSOURI
By:_____	By:_____
Title:_____	Title: _____
Date:_____	Date: _____

EXHIBIT A
SPRINGNET FIBER EXPANSION PROJECT

HUT BOUNDARIES

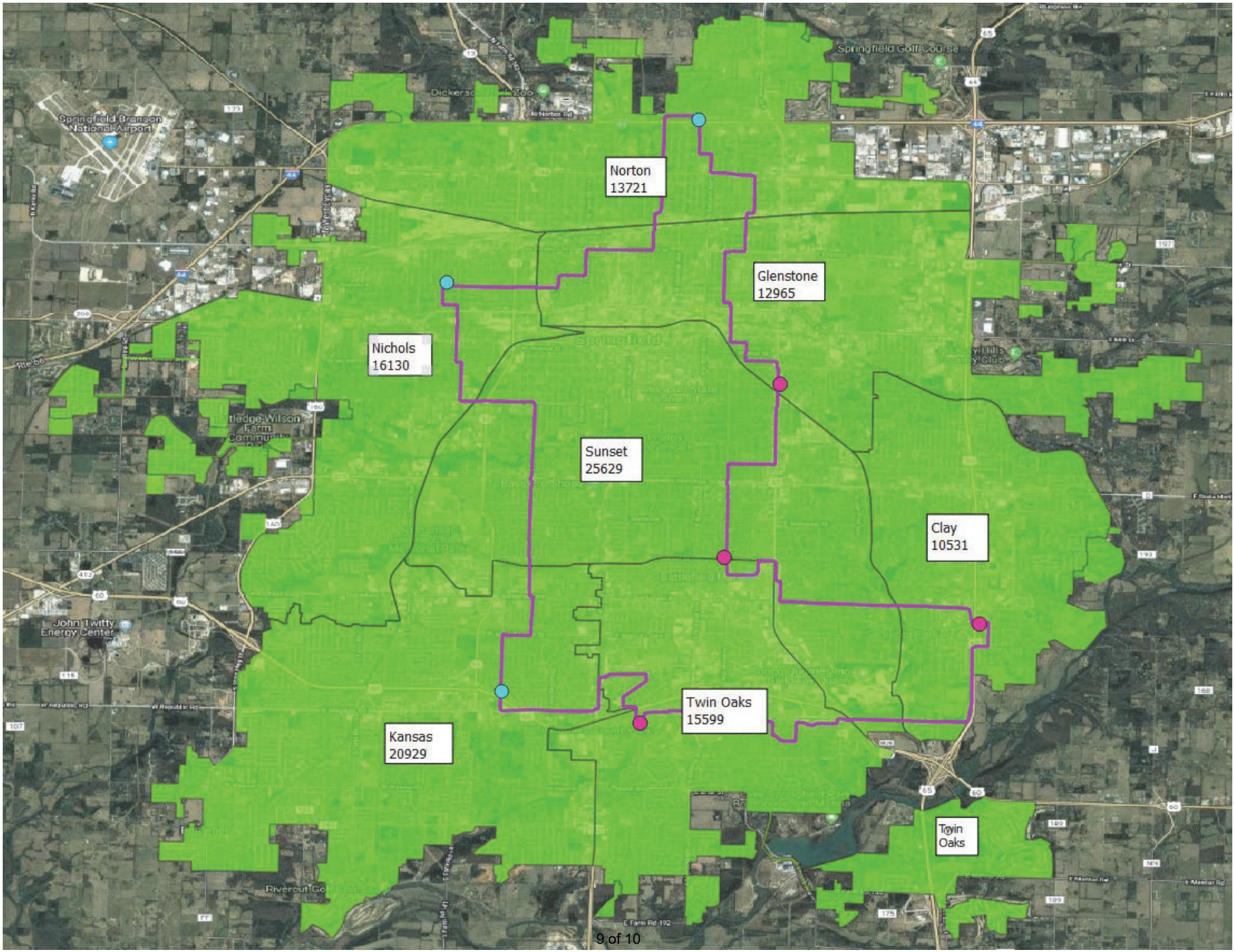


EXHIBIT B

MEMORANDUM OF UNDERSTANDING
CITY OF SPRINGFIELD FIBER OPTIC EXPANSION PROJECT

PERMIT HOURLY REIMBURSEMENT RATES

Title	Base Rate with Benefits	Ovehead @ 22.4%	**Total Rate**
PRINCIPAL ENGINEER	$65.35	$14.64	**$79.99**
PROFESSIONAL ENGINEER	$61.42	$13.76	**$75.18**
ENGINEER III	$49.92	$11.18	**$61.10**
ENGINEER II	$47.70	$10.68	**$58.38**
SENIOR DESIGNER OR ENGINEER I	$43.64	$9.78	**$53.42**
CHIEF INSPECTOR	$43.61	$9.77	**$53.38**
SENIOR STREET&SEWER CONST INSP	$41.29	$9.25	**$50.54**
STREET & SEWER CONST INSPECTOR	$35.37	$7.92	**$43.29**
COMMUNICATIONS COORDINATOR	$34.49	$7.73	**$42.22**
OFFICE ADMINISTRATOR	$28.72	$6.43	**$35.15**

Hourly and Overhead rates are the same rates used to determine permitting fees and cost associated with work on RW

Rates may change periodically during the course of the project to reflect pay adjustments.

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 02-04-20

Sponsored by: Fisk

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 029 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager to enter into an addendum to the annual agreement with the Springfield Convention & Visitors Bureau, Inc., executed on July 30, 2019; and amending the City's budget for Fiscal Year 2019-2020 in the amount of $250,000, for the purpose of reflecting current and projected operational changes.

WHEREAS, the Springfield Convention & Visitors Bureau, Inc. ("the SCVB") contracts annually with the City to produce economic impact in the City by generating overnight travel; and

WHEREAS, the current annual agreement, executed on July 30, 2019, between the City and the SCVB was authorized by City Council's adoption of Special Ordinance 27193, on June 17, 2019; and

WHEREAS, the SCVB and the City desire to amend the current agreement, referenced as Contract No. 2019-1212, to reflect current and projected operational expenses; and

WHEREAS, an amendment to the budget of the City's for Fiscal Year 2019-2020 in the amount of $250,000 has been recommended by the City Manager to budget funds for this contract amendment.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an addendum to the annual agreement with the SCVB, said annual agreement being generally referenced as Contract No. 2019-1212 and which was executed by all parties on or about July 30, 2019. Said addendum shall be substantially in similar form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

Section 2 – The budget of the City of Springfield for Fiscal Year 2019-2020 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No.033, a copy of which is attached hereto and incorporated herein by reference as "Exhibit B."

Section 3 – The City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-029

FILED: 02-04-20

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Authorizing the City Manager to enter into an addendum to the annual agreement with the Springfield Convention & Visitors Bureau, Inc., executed on July 30, 2019; and amending the City's budget for Fiscal Year 2019-2020 in the amount of $250,000, for the purpose of reflecting current and projected operational changes.

BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to produce economic impact in the city by generating overnight travel. Exhibits to the annual agreement include the operating budget and marketing plan; an addendum is necessary to amend the contract and its exhibits.

The SCVB's total revenue budgeted for Fiscal Year 2019-2020 was $3,755,400. This addendum increases the total revenue budget to $4,005,400 and increases budgeted expenditures from $3,755,400 to $4,005,400. The operating budget and marketing plan expenses are increased to accommodate board-approved expenditures and to reflect current and projected operational changes, as proposed in the addendum and the budget adjustment ("Exhibits A and B"). Some significant budget additions include additional market research and advertising expenses to accommodate increasing the spring marketing campaign.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council and has approved this addendum and budget adjustment.

Submitted by:

Tracy Kimberlin, President/CEO

Recommended by:

Collin Quigley, Deputy City Manager

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	ADDENDUM #. **01** TO CONTRACT **# 2019-1212**	

CITY	CONTRACTOR
City of Springfield **840 Boonville, P.O. Box 8368** **Springfield, MO 65802** **Phone: (417) 864-1625** **Attn: David Holtmann, Director of Finance**	**Springfield Convention & Visitors Bureau, Inc.** **815 E. St. Louis Street, Suite 100** **Springfield, MO 65806** **Phone: (417) 866-5253** **Attn: Tracy Kimberlin**

ADDENDUM

Entered into this _____ day of _____, 20___, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of that certain Contract executed on the 30th day of July, 2019, by the parties identified above.

The parties agree as follows:

1. That Exhibit 2, pages 43 and 44 of the aforementioned contract, is deleted and replaced with Amended Exhibit 2 attached hereto and incorporated herein by reference.

2. That all other provisions of the aforementioned Contract shall remain in full force and effect.

3. That this Addendum together with the Contract contain 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.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

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

APPROVED AS TO FORM

_____
City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By: _____

Name & Title:_____

Attest:

_____
Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By:_____
City Manager or designee

Amended Exhibit 2

Springfield Convention & Visitors Bureau

2019/2020 Budget - Proposed Revenue

Account Description	Account	2019/20 Original Budget		2019/20 Proposed Revised Budget		Variance - $	Variance - %
ROOM TAXES							
Room Tax Revenue	401540	**$2,777,000**		**$2,719,350**		**-$57,650**	**-2.1%**
INTEREST							
Interest Earnings	410010	**$20,400**		**$19,000**		**-$1,400**	**-6.9%**
ADVERTISING REVENUES							
Visitors Guide Advertising	413010.01	$209,500		$223,200		$13,700	6.5%
Route 66 Brochure/Map	413010.02	6,000		6,000		0	0.0%
Coupons	413010.03	18,900		16,450		-2,450	-13.0%
Expo/Rt. 66 Displays	413010.04	12,400		12,400		0	0.0%
Poly Tote Bags	413010.05	0		0		0	N/A
Web Site Links and Advertising	413010.06	85,000		72,000		-13,000	-15.3%
Brochure Insertions	413010.07	0		15,000		15,000	N/A
Airport Advertising	413010.08	0		950		950	N/A
Event Guide	413010.09	20,000		20,000		0	0.0%
Mall Advertising	413010.10	15,000		0		-15,000	-100.0%
Tap and Pour Guide	413010.11	17,000		17,000		0	0.0%
TOTAL ADVERTISING REV		**$383,800**		**$383,000**		**-$800**	**-0.2%**
CO-OP ADVERTISING REV							
Coop Partnerships	416020.01	$165,000		$185,000		$20,000	12.1%
MDT Coop Program (Leisure)	416020.02	308,500		355,650		47,150	15.3%
MDT Coop Program (Convention)	416020.03	0		0		0	N/A
MDT Coop Program (Sports)	416020.04	0		0		0	N/A
Local Convention Co-op	416020.05	15,000		15,000		0	0.0%
Miscellaneous Partnerships	416020.06	0		0		0	N/A
TOTAL CO-OP REV		**$488,500**		**$555,650**		**$67,150**	**13.7%**
PARTNERSHIP REVENUE							
Marketing Partnerships	414110	**$0**		**$100**		**$100**	**N/A**
MISCELLANEOUS REV							
Sports Commission Management Fees	414100.01	$18,000		$18,000		$0	0.0%
Souvenir Sales	414100.02	12,300		13,700		1,400	11.4%
Other	414100.03	200		200		0	0.0%
Holding Account	414100.04	0		0		0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	11,000		8,950		-2,050	-18.6%
Hotel Trade Show Participation	414100.06	6,200		5,150		-1,050	-16.9%
Annual Banquet Sales	414100.07	15,000		15,000		0	0.0%
Gold Wing Event Hosting	414100.08	21,000		17,300		-3,700	-17.6%
Chamber Partnerships	414100.09	2,000		0		-2,000	-100.0%
TOTAL MISC REV		**$85,700**		**$78,300**		**-$7,400**	**-8.6%**
TOTAL REVENUE		**$3,755,400**		**$3,755,400**		**$0**	**0.0%**
Transfer To/From Fund Balance		$0		250,000		250,000	N/A
GRAND TOTAL REVENUE		**$3,755,400**		**$4,005,400**		**$250,000**	**6.7%**

Amended Exhibit 2

Springfield Convention and Visitors Bureau
2019/2020 Budget - Proposed Expenses

Account Description	Account	2019/20 Original Budget	2019/20 Proposed Revised	Variance - $	Variance - %	Percentage of Total Budget
PAYROLL						
Salaries and Wages	500110	$1,012,300	$975,850	-$36,450	-3.6%	24.4%
Temporary/Part-Time Wages	500130	16,250	22,050	$5,800	35.7%	0.6%
Retirement Contributions	500210	103,800	95,700	-$8,100	-7.8%	2.4%
FICA	500250	69,000	67,900	-$1,100	-1.6%	1.7%
SS/Medicare-401K	500250	0	2,600	$2,600	N/A	0.1%
Health Insurance	500260.01	175,050	158,850	-$16,200	-9.3%	4.0%
Unemployment Insurance	500260.02	2,850	1,750	-$1,100	-38.6%	0.0%
Workers Comp	500280	3,150	3,150	$0	0.0%	0.1%
TOTAL PAYROLL		**$1,382,400**	**$1,327,850**	**-$54,550**	**-3.9%**	**33.2%**
ADMINISTRATIVE						
Auditing and Accounting	504510	$6,400	$7,650	$1,250	19.5%	0.2%
Automobiles	502040	7,400	7,400	$0	0.0%	0.2%
Building Rental	505820.01	106,650	106,650	$0	0.0%	2.7%
Utilities	505820.02	10,150	10,200	$50	0.5%	0.3%
Bldg Supplies/Repairs	505820.03	5,400	4,650	-$750	-13.9%	0.1%
Office Cleaning	505820.04	10,200	9,800	-$400	-3.9%	0.2%
Credit Card Fees	502070	5,200	5,200	$0	0.0%	0.1%
Data Processing	502140	2,300	2,300	$0	0.0%	0.1%
Dues and Subscriptions	502290	34,300	34,800	$500	1.5%	0.9%
Equipment Repair	502750	20,100	21,650	$1,550	7.7%	0.5%
Insurance Premiums	502230	9,950	9,950	$0	0.0%	0.2%
Minor Office Furn/Supplies	501190	1,200	700	-$500	-41.7%	0.0%
Misc. A & G	501260	14,950	15,150	$200	1.3%	0.4%
Office Supplies	501240	7,800	7,800	$0	0.0%	0.2%
Other Professional Services	504580	3,000	2,050	-$950	-31.7%	0.1%
Postage and Freight	502220	7,050	6,200	-$850	-12.1%	0.2%
Printing and Binding	502380	600	600	$0	0.0%	0.0%
Telephone	505550	14,950	11,850	-$3,100	-20.7%	0.3%
Training Expense	504590	37,300	27,700	-$9,600	-25.7%	0.7%
TOTAL ADMINISTRATIVE		**$304,900**	**$292,300**	**-$12,600**	**-4.1%**	**7.3%**
MARKETING						
ADVERTISING						
Ad Production	505010	$87,000	$60,500	-$26,500	-30.5%	1.5%
Billboards	505020	0	0	$0	N/A	0.0%
Brochure and Printed Material	505030	137,800	143,100	$5,300	3.8%	3.6%
Direct Mail	505050	53,150	53,700	$550	1.0%	1.3%
Digital Advertising	505060.01	561,800	547,100	-$14,700	-2.6%	13.7%
Other Advertising	505060.02	78,000	365,500	$287,500	368.6%	9.1%
Print Advertising	505070	215,000	290,700	$75,700	35.2%	7.3%
Radio and TV Advertising	505080	283,000	295,200	$12,200	4.3%	7.4%
TOTAL ADVERTISING		**$1,415,750**	**$1,755,800**	**$340,050**	**24.0%**	**43.8%**
TRAVEL						
Travel Expenses	505690	**$45,300**	**$40,300**	**-$5,000**	**-11.0%**	**1.0%**
OTHER MARKETING						
Market Research	502470	$45,700	$60,400	$14,700	32.2%	1.5%
Group Incentives	502120	71,900	71,900	$0	0.0%	1.8%
Gold Wing Hosting	502120.01	0	10,000	$10,000	N/A	0.2%
Entertainment	502200	5,900	6,250	$350	5.9%	0.2%
Exhibition Fees	504640	50,750	48,350	-$2,400	-4.7%	1.2%
FAM Tour Expense	504650	24,200	20,000	-$4,200	-17.4%	0.5%
Misc. Marketing Expense	502280.01	13,500	10,000	-$3,500	-25.9%	0.2%
Misc. Convention Marketing	502280.02	23,300	40,500	$17,200	73.8%	1.0%
Digital Marketing	502280.03	148,400	145,700	-$2,700	-1.8%	3.6%
Airport/Expo Concession Fees	502280.04	15,000	7,500	-$7,500	-50.0%	0.2%
Photo Processing	502360	0	0	$0	N/A	0.0%
Public Relations	502400.01	11,550	8,700	-$2,850	-24.7%	0.2%
Event Public Relations	502400.02	6,750	8,600	$1,850	27.4%	0.2%
Annual Banquet Expenses	502400.03	10,000	10,000	$0	0.0%	0.2%
Speciality Items	504620	20,300	21,550	$1,250	6.2%	0.5%
Receptions	504660	4,400	5,050	$650	14.8%	0.1%
TOTAL OTHER MARKETING		**$451,650**	**$474,500**	**$22,850**	**5.1%**	**11.8%**
TOTAL MARKETING		**$1,912,700**	**$2,270,600**	**$357,900**	**18.7%**	**56.7%**
CONVENTION SERVICES						
Misc. Convention Services	504540.01	$1,850	$1,850	$0	0.0%	0.0%
Convention Housing Expenses	504540.02	4,800	4,800	$0	0.0%	0.1%
Shuttle Service	504610	3,200	3,200	$0	0.0%	0.1%
TOTAL CONVENTION SERVICES		**$9,850**	**$9,850**	**$0**	**0.0%**	**0.2%**
CONTINGENCY						
Contingency	502780	**$88,200**	**$28,250**	**-$59,950**	**-68.0%**	**0.7%**
CAPITAL EXPENSES						
Office Furniture and Equipment	508110.01	$6,000	$4,250	-$1,750	-29.2%	0.1%
Building Improvement Expenses	508110.02	30,000	50,000	$20,000	66.7%	1.2%
Computer Hardware	501220	4,200	5,150	$950	22.6%	0.1%
Computer Software	501230	9,700	10,300	$600	6.2%	0.3%
Other Equipment	508170	1,200	600	-$600	-50.0%	0.0%
Destination Springfield	508220	6,250	6,250	$0	0.0%	0.2%
TOTAL CAPITAL EXPENSES		**$57,350**	**$76,550**	**$19,200**	**33.5%**	**1.9%**
TOTAL BUREAU EXPENSES		**$3,755,400**	**$4,005,400**	**$250,000**	**6.7%**	**100.0%**

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
033

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29510	14	22010	401540	000000	00000	$ (57,650)	ROOM TAX REVENUE
29510	14	22010	410010	000000	00000	(1,400)	INTEREST EARNINGS
29510	14	22010	413010	000000	00000	(800)	ADVERTISING REVENUE
29510	14	22010	414100	000000	00000	(7,300)	MISCELLANEOUS REVENUE
29510	14	22010	416020	000000	00000	67,150	CO-OP ADVERTISING REVENUE
Net Revenue Adjustment						$ -	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29510	14	22010	500110	000000	00000	$ (36,450)	FT PAYROLL
29510	14	22010	500130	000000	00000	5,800	PT PAYROLL
29510	14	22010	500210	000000	00000	(8,100)	RETIREMENT
29510	14	22010	500250	000000	00000	1,500	FICA
29510	14	22010	500260	000000	00000	(17,300)	HEALTH INSURANCE
29510	14	22010	504510	000000	00000	1,250	AUDITING AND ACCOUNTING
29510	14	22010	505820	000000	00000	(1,100)	BUILDING RENTAL
29510	14	22010	502290	000000	00000	500	DUES AND SUBSCRIPTIONS
29510	14	22010	502750	000000	00000	1,550	EQUIPMENT REPAIR
29510	14	22010	501190	000000	00000	(500)	MINOR OFFICE FURN/SUPPLIES
29510	14	22010	501260	000000	00000	200	MISC. A & G
29510	14	22010	504580	000000	00000	(950)	OTHER PROFESSIONAL SERV.
29510	14	22010	502220	000000	00000	(850)	POSTAGE AND FREIGHT
29510	14	22010	505550	000000	00000	(3,100)	TELEPHONE
29510	14	22010	504590	000000	00000	(9,600)	TRAINING EXPENSE
29510	14	22010	505010	000000	00000	(26,500)	AD PRODUCTION
29510	14	22010	505030	000000	00000	5,300	BROCHURES & PRINTED MAT.
29510	14	22010	505050	000000	00000	550	DIRECT MAIL
29510	14	22010	505060	000000	00000	272,800	OTHER ADVERTISING
Net Expenditure Adjustment						Page 1 of 2	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY20 budget to accommodate adjustments to line items reflecting current and projected operational changes for the Convention and Visitors Bureau.

Requested By:

Department Head Date

Approved By:

Director of Finance Date

City Manager Date

Authorization:

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
033

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
29510	14	22010	505070	000000	00000	$ 75,700	PRINT ADVERTISING
29510	14	22010	505080	000000	00000	$ 12,200	RADIO AND TV ADVERTISING
29510	14	22010	505690	000000	00000	(5,000)	TRAVEL EXPENSES
29510	14	22010	502470	000000	00000	14,700	MARKET RESEARCH
29510	14	22010	502120	000000	00000	10,000	GROUP INCENTIVES
29510	14	22010	502200	000000	00000	350	ENTERTAINMENT
29510	14	22010	504640	000000	00000	(2,400)	EXHIBITION FEES
29510	14	22010	504650	000000	00000	(4,200)	FAM TOUR EXPENSES
29510	14	22010	502280	000000	00000	3,500	MISC. MARKETING
29510	14	22010	502400	000000	00000	(1,000)	PUBLIC RELATIONS
29510	14	22010	504620	000000	00000	1,250	SPECIALTY ITEMS
29510	14	22010	504660	000000	00000	650	RECEPTIONS
29510	14	22010	502780	000000	00000	(59,950)	CONTINGENCY
29510	14	22010	508110	000000	00000	18,250	OFFICE FURNITURE & EQUIP.
29510	14	22010	501220	000000	00000	950	COMPUTER HARDWARE
29510	14	22010	501230	000000	00000	600	COMPUTER SOFTWARE
29510	14	22010	508170	000000	00000	(600)	OTHER EQUIPMENT
Net Expenditure Adjustment						$ 250,000	

Fund Balance Appropriation:

Fund		Title	Amount
29510			(250,000)

Explanation: To amend the FY20 budget to accommodate adjustments to line items reflecting current and projected operational changes for the Convention and Visitors Bureau.

Requested By:

Department Head — Date 2/5/20

Approved By:

Director of Finance — Date 2/5/20

City Manager — Date

Authorization:

Council Bill No. 2020-029
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 02-04-20

Sponsored by: Ollis

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 030 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into a Cost Share Agreement between the City of Springfield, Missouri, the Board of Governors of Missouri State University, and the Vecino Group for the purpose of apportionment of costs for stormwater improvements through the IDEA Commons development area. (Staff recommends approval.)

_____

WHEREAS, the City of Springfield is engaged in the 'daylighting' of Jordan Creek as part of the Jordan Valley Concept Master Plan to improve Quality of Place and stormwater control through downtown Springfield; and

WHEREAS, City Council passed Resolution 10400 on September 24, 2018, supporting cooperation with property owners in the Project Area to leverage public and private improvements in making such enhancements; and

WHEREAS, Missouri State University and the Vecino Group are engaged in a development project known as the IDEA Commons located at the southeast intersection of Boonville Avenue and Phelps Street within the Jordan Valley Project Area; and

WHEREAS, the City also desires to complete certain sections of the Jordan Creek stormwater projects prior to or contemporaneous to the development and construction of the proposed structures; and

WHEREAS, the coordination of these projects will benefit all parties; and

WHEREAS, in order to designate and apportion costs the parties have jointly developed the proposed Cost Share Agreement.

.

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

a Memorandum of Understanding in substantial conformity with “Exhibit 1,” which is attached hereto and incorporated by reference, between the City of Springfield, Missouri, Missouri State University, and the Vecino Group regarding apportionment of costs.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-030

FILED: 02-04-20

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into a Cost Share Agreement between the City of Springfield, Missouri, the Board of Governors of Missouri State University, and the Vecino Group for the purpose of apportionment of costs for stormwater improvements through the IDEA Commons development area. (Staff recommends approval.)

BACKGROUND INFORMATION: The Vecino Group, on behalf of Missouri State University ("MSU"), has prepared conceptual plans for the development of the southeast corner of the intersection of Boonville Avenue and Phelps Street, within an area of downtown. The planned IDEA Commons development consists of 1.8 acres of land located at 410-430 North Boonville Avenue at an area that will become additional office space and a multi-level parking garage. A portion of the City's future Renew Jordan Creek project was incorporated into the planned IDEA Commons development plan.

Previous development plans assumed that Jordan Creek could be "daylighted" to an open channel in a common outdoor plaza area through the center of the IDEA Commons development area; however, development considerations required that underground box culverts be constructed at this segment of the Renew Jordan Creek project. The Current IDEA Commons development schedule dictates that box culvert construction be completed out of sequence from the other segments of the Renew Jordan Creek project. Therefore, to allow for MSU and the Vecino Group to move forward with the IDEA Commons development, the City of Springfield hired a consultant (Olsson) to complete a preliminary design for the underground box culvert segment through the IDEA Commons development, with an alignment that will ultimately be connected to the future Renew Jordan Creek natural channel segment downstream.

In early 2019, The Vecino Group and MSU notified the City that the IDEA Commons development building layout would change impacting the preliminary underground box culvert design through the IDEA Commons development. The City subsequently suspended stormwater box culvert design while alternative configurations were evaluated to accommodate the revised building layout. The cost share agreement with MSU establishes that MSU will bear cost for any further stormwater box culvert redesign costs due to MSU development changes and allows the City to continue forward with underground box culvert design through the IDEA Commons development.

REMARKS: This Council Bill will authorize the City of Springfield to enter into a cost share agreement with MSU to establish responsibility for further stormwater box culvert design costs due to MSU development changes. Public Works recommends approval of this Council Bill.

Submitted by:

_____

Martin Gugel, Assistant Director of Public Works

Recommended by:

_____

Dan Smith, Director of Public Works

Approved by:

_____

Jason Gage, City Manager

Exhibit 1

COST SHARE AGREEMENT

Now on this _____ day of_____ February, 2020, the undersigned hereby agree to enter into this Cost Share Agreement (the "Agreement") for the purposes of assigning responsibilities should additional design costs be required as a result of relocations or revisions to development plans for the IDEA Commons project between The Board of Governors of Missouri State University (hereinafter referred to as "University"), The Vecino Group, LLC, a Missouri limited liability company (hereinafter referred to as "Developer"), and the City of Springfield, Mo, a municipal corporation (hereinafter referred to as "City"); and each individually referred to as a ("Party") and collectively referred to as the ("Parties").

WHEREAS the Parties are engaged in a project located generally at 410 N. Boonville, in the City of Springfield, Mo., commonly referred to as IDEA Commons involving the construction of an office building, parking garage, and stormwater improvements (the "Project"); and

WHEREAS, the Parties own adjacent parcels of real property that comprise the Project site that include the parcel owned by 414 N Boonville, LLC, a Missouri limited liability company, an affiliate of the Developer (the "Developer Parcel") and the parcels owned by the University (the "University Parcels") both being more specifically described on Exhibit A, attached hereto and incorporated herein by reference.

WHEREAS, the Parties acknowledge that the Developer Parcel and University Parcel are subject to Project design and development that may involve land swaps related to a re-platting of the Project site as set forth in separate agreements that could impact addresses, parcel size, etc. but the Parties further acknowledge that any such change will not alter the necessity for this Agreement as to cost sharing with respect to stormwater infrastructure of the Project site.

NOW, THEREFORE, the Parties agree that:

1. Design and Construction. The City will design and construct stormwater infrastructure, including drafting of easements, based on the current layout of the Project site as set forth in Exhibit B attached hereto and incorporated by reference.

2. Design Alterations. In the event that the University and/or the Developer (a) alter or revise the location of the office building or garage, or (b) add additional structures to the development, thereby necessitating a change to the Project stormwater infrastructure design from the design reflected in the attached Exhibit B, then any and all additional costs for redesign of the stormwater infrastructure

or change of the easements attributed to the stormwater infrastructure shall be the responsibility of the University or the Developer, with the responsible Party being the one requesting the change. The City will not advance, order or approve additional work until payment (or an estimate of same) is received.

3. Unfeasibility or Ownership Transfer. Should Vecino or MSU determine the project is unfeasible or transfer their entire ownership interest in their land at any time prior to the event which triggers this Agreement, then with the consent of MSU, all parties are released from these obligations.

4. Modifications. This Agreement may not be modified, amended, changed or terminated except as otherwise provided herein, in whole or in part, other than by an agreement in writing, duly authorized and executed by the Parties.

5. Termination. This Agreement shall terminate at the time the stormwater infrastructure construction is completed or June 30, 2021, whichever is earlier.

6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri. Further, the Parties hereby agree that should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

7. Enforcement. The Parties acknowledge and agree that this Agreement may be enforced in law or equity by a decree of specific performance (but only in those instances where damages or other equitable relief is unavailable), damages, or other legal and equitable relief as may be available to either Party subject to the provisions of the laws of the State of Missouri.

8. Notice. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (a) hand delivered with reasonable evidence of receipt, or (b) one business day after pickup by United Parcel Service (Overnight) or Federal Express, or another similar reputable overnight express service, (c) sent by registered or certified mail, postage prepaid, return receipt requested, or (d) transmitted by via e-mail, in any case addressed to the parties at their respective addresses set forth in the Development Agreement (or other document of similar applicability between the Parties), or to such other address as either party may from time to time specify in writing to the other party. An email notice shall be deemed delivered and received (A) if delivered or transmitted before 5:00 pm Central Time on a business day.

9. Miscellaneous.

   a. Each Party to this Agreement represents that it has the authority to enter into and to perform its obligations under this Agreement and that the person signing on its behalf has the authority to do so and bind it.

   b. The recitals are hereby incorporated into the Agreement.

   c. This Agreement may be signed in counterparts, and each counterpart will be considered an original. This Agreement may be executed by facsimile signature.

(Signatures appear on the next page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first listed above intending to be legally bound hereby.

CITY OF SPRINGFIELD

By:_____

Name:_____

Title:_____

THE VECINO GROUP, LLC

By:_____

Name:_____

Title:_____

THE BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY

By: _____

Name: _____

Title _____

EXHIBIT A

Developer Parcel:

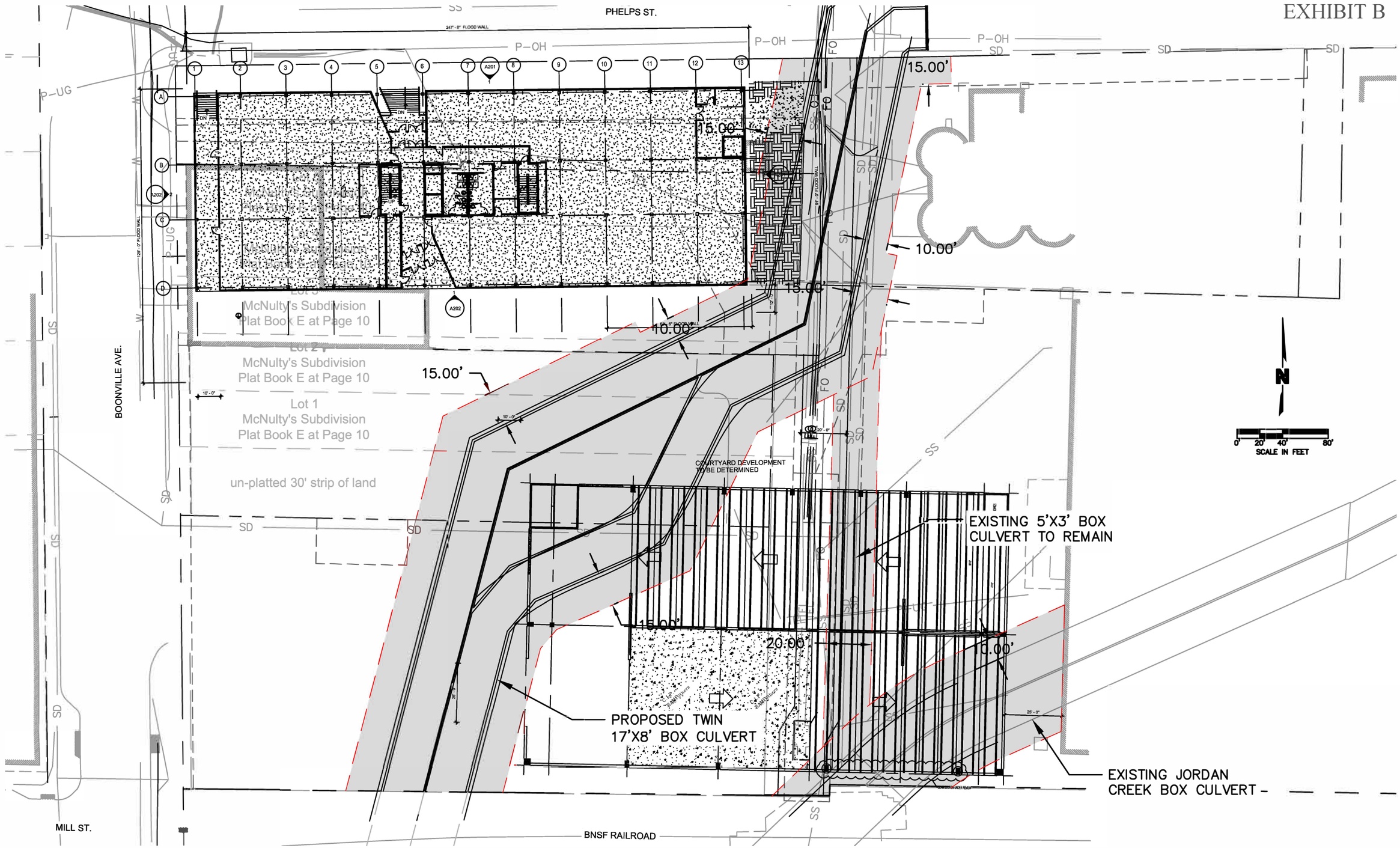
Commonly referred to as 414 N. Boonville Avenue, Springfield, Missouri 65806. More specifically referenced as Parcel ID # 1313311005 with the Greene County, Missouri Assessor's Office.

University Parcels:

Commonly referred to as 410 N. Boonville Avenue, Springfield, Missouri 65806. More specifically referenced as Parcel ID # 1313311009 with the Greene County, Missouri Assessor's Office.

Commonly referred to as 430 N. Boonville Avenue, Springfield, Missouri 65806. More specifically referenced as Parcel ID # 1313311001 with the Greene County, Missouri Assessor's Office.

EXHIBIT B



PROJECT: 017-2123	
DRAWN BY: EJS	
DATE: 10/22/2019	

JORDAN CREEK BOX CULVERT - PROPOSED DRAINAGE EASEMENTS

10 of 10

olsson

550 St. Louis Street
Springfield, MO 65806
TEL 417.890.8802

FIGURE

F-1

DWG: F:\2017\2001-2500\017-2123\40-Design\Exhibits\WTRS\Easements\RelocatedBoxLocation19-10-22.dwg USER: eshelton
DATE: Oct 22, 2019 9:38am XREFS: W_PBASE_72123 W_TBLK_72123 V_XBOU_72123 V_TOPO_72123 tunnel2 p_pbase_72123 17340-

One-rdg. _____
P. Hrngs. _____
Pgs. 19
Filed: 02-04-20

Sponsored by: Simpson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2020- 031 SPECIAL ORDINANCE _____

AN 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 Magers Crossroads at 65, generally located at 3525 East Battlefield Road, 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.)

WHEREAS, an original Preliminary Plat of Magers Crossroads at 65 dated December 12, 2019, is on file in the Department of Planning and Development; and

WHEREAS, on January 9, 2020, the Planning and Zoning Commission approved the Preliminary Plat of Magers Crossroads at 65 which is generally located at 3525 East Battlefield Road.

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

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the dedication of public streets and easements as shown on the Preliminary Plat of Magers Crossroads at 65, which is generally located at 3525 East Battlefield Road, as approved by the Planning and Zoning Commission. The original plat of Magers Crossroads at 65 is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B – Attachment 4" and all of "Exhibit B," including any and all attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on the

Approved Preliminary plat, upon the filing and recording of a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in “Exhibit B – Attachment 2” and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in “Exhibit B – Attachment 2” the City Clerk is hereby authorized to endorse City Council’s approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

Section 5 – This Ordinance shall be in full force and effect from and after its passage and is subject to Section 36-226 of the Land Development Code.

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 NO: 2020 - 031

FILED: 02-04-20

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 Magers Crossroads at 65, generally located at 3525 East Battlefield Road, 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:

A. An original Preliminary Plat of Magers Crossroads at 65 dated December 12, 2019, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."

B. The Planning and Zoning Commission held a public hearing on January 9, 2020, 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. A Traffic Impact Study shall be prepared, submitted and approved by the Public Works Department prior to the approval of the final plat. Any improvements required as part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the approval of the final plat.

7. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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 Medium Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate commercial development. The property is also in the process of being rezoned to General Retail. The Major Thoroughfare Plan classifies Battlefield Road as a Primary Arterial which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:

Jared Follin

Jared Follin, Associate Planner

Recommended by:

Mary Lilly Smith

Mary Lilly Smith, Director

Approved by:

Jason A. Gage

Jason Gage, City Manager

EXHIBITS:
Exhibit A, Record of Proceedings
Exhibit B, Development Review Staff Report

ATTACHMENTS:
Attachment 1, Department Comments
Attachment 2, Conditions of Plat Approval
Attachment 3, Engineering Report
Attachment 4, Preliminary Plat

EXHIBIT A

RECORD OF PROCEEDINGS
PRELIMINARY PLAT – MAGERS CROSSROADS AT 65 SUBDIVISION
Planning and Zoning Commission – January 9, 2020

Preliminary Plat of Magers Crossroads at 65
3525 East Battlefield Road
Applicant: Board of Governors of Missouri State University

Mr. Hosmer stated that this is a request to approve a 17 acre 4-lot subdivision commercial subdivision located at 3523 East Battlefield (Battlefield and Highway 65). The Comprehensive Plan identifies this area as appropriate for Medium Intensity Retail, Office or Housing. The subdivision divides the property in a way that will facilitate the proposed commercial development. The Major Thoroughfare Plan classifies Battlefield Road as a Primary Arterial which supports the proposed land use. Property is currently in the process of being rezoned to General Retail w/COD #180. A traffic study will be submitted at the time of development and if there are public improvements required, they must be completed or escrowed before final plat. Fee in lieu of on-site stormwater detention will not be allowed. 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. Doennig opened the public hearing.

Mr. Derek Lee, 1200 E. Woodhurst, representing owner/developer and here to answer any questions.

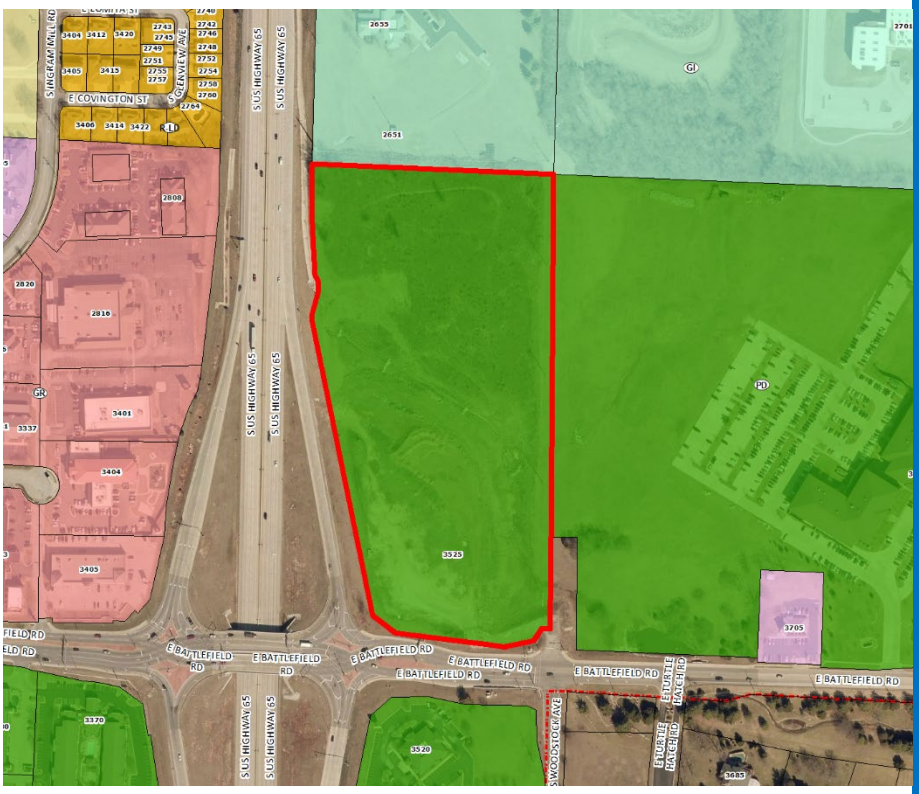
Mr. Doennig closed the public hearing.

COMMISSION ACTION:
Ms. Cox motioned to **approve** Preliminary Plat of Magers Crossroads at 65 (3525 East Battlefield Road). Mr. Thomas seconded the motion. Ayes: Doennig, Coltrin, Broekhoven, Cox, Thomas, Rose, and Jobe. Nays: None. Abstain: None. Absent: Shuler and Ogilvy.

Bob Hosmer, AICP
Planning Manager

Exhibit B

PLANNING AND ZONING COMMISSION PUBLIC HEARING:	JANUARY 9, 2020
CITY COUNCIL PUBLIC HEARING:	FEBRUARY 10, 2020



CASE NUMBER:
Preliminary Plat of Magers Crossroads at 65

LOCATION:
3525 East Battlefield Road

ACRES:
17.02 acres

EXISTING LAND USE:
Vacant property

APPLICANT:
McLean Enterprises

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 four-lot subdivision named “Magers Crossroads at 65”.

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant’s proposal, with the conditions listed below, is consistent with the City’s *Subdivision Regulations*.

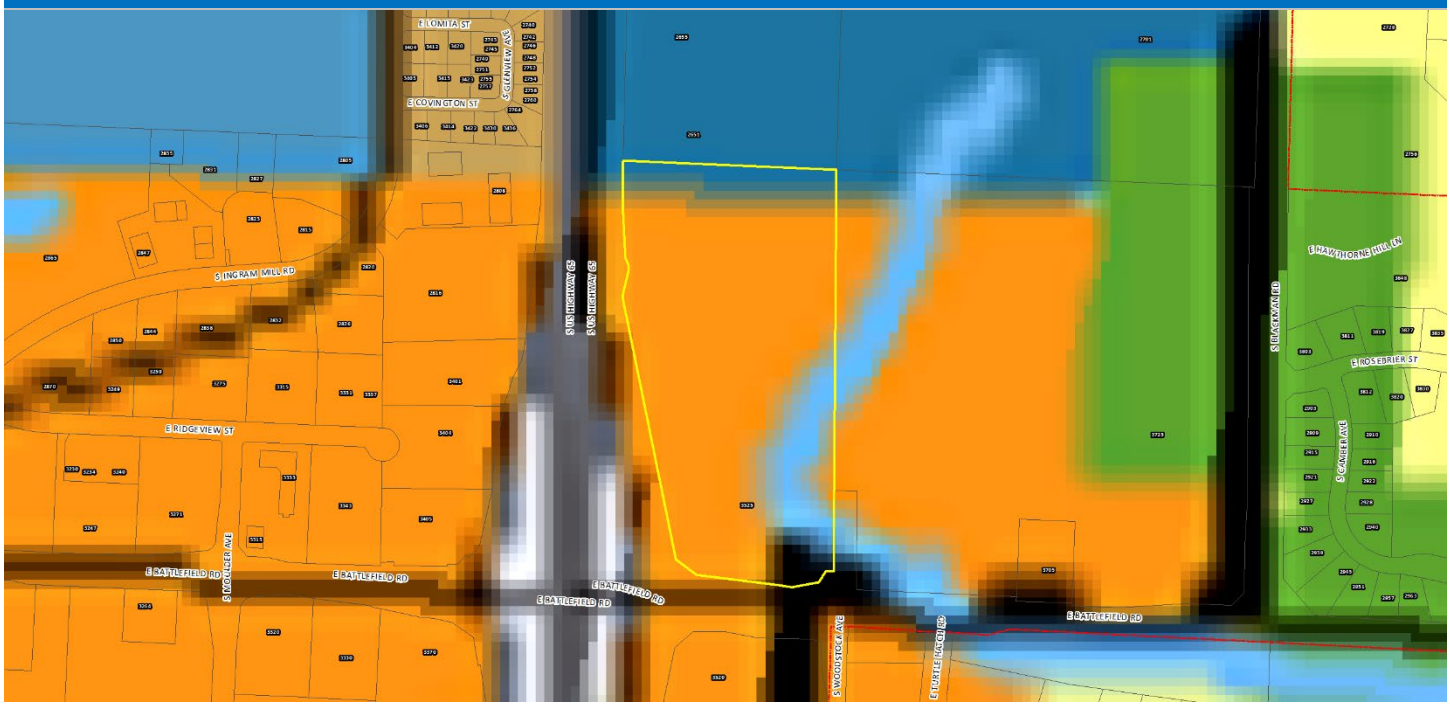
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	GI	PD 90, Am. 1	PD 320	General Retail
LAND USE	Office Uses	Retail Sales	Office Uses	Office/Retail

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:

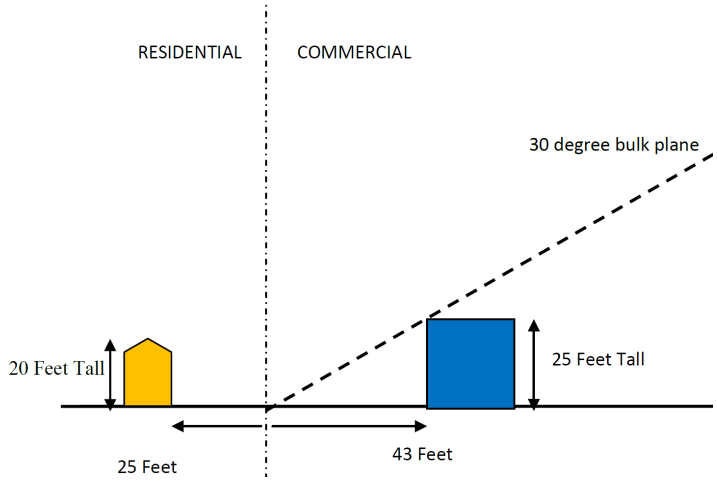
The subject property was annexed into the City in 1966 and was rezoned to Planned Development 226 in 1999; however, it has remained undeveloped.

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR GR w/COD #180 (Will be in place before approval of Final Plat)
Use Limitations	N/A
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
Front Yard Setback	25 feet along a street classified as a collector or higher 15 feet along a street classified as a local street
Side and Rear Setbacks	None, except as required by section 36-453, supplemental open space and yard regulations, and the bufferyard requirements in subsection 36-421(8).
Open Space Requirement	Not less than 20 percent of the gross floor site
Design Requirements	Standard per code

BULK PLANE

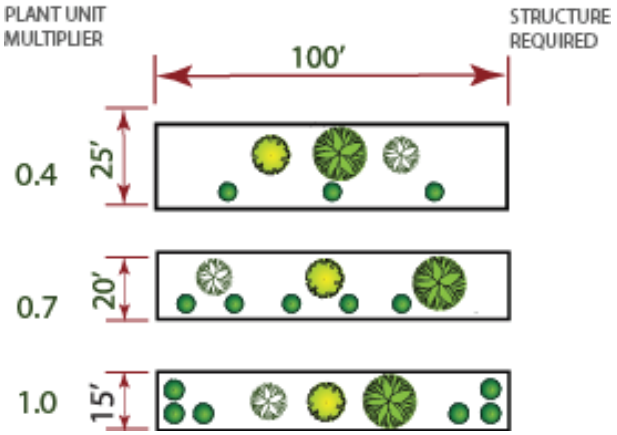
30-degree bulk plane



The property is not adjacent to a R-SF or R-TH district at this time.

LANDSCAPING

Bufferyard B[2]



[2] – Bufferyard shall be waived between abutting properties in different districts if a joint access agreement between the properties is established and six additional evergreen shrubs per 100 linear feet of street frontage are planted in the perimeter landscaping

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, Office or Housing. The subdivision divides the property in a way that will facilitate commercial development. The property is also in the process of being rezoned to General Retail. The Major Thoroughfare Plan classifies Battlefield Road as a Primary Arterial which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately seventeen-acres into a four-lot subdivision named “Magers Crossroads at 65.”

2. The subdivision is proposing a new cul-de-sac street named Woodstock Avenue. Original plans intended the cul-de-sac to be approximately 850 feet; however, it has been reduced to 800 feet to meet the subdivision regulations (Sec 36-243(6)).

3. Property is currently in the process of being rezoned to General Retail w/COD #180.

4. Developer has decided to submit a traffic study after the Preliminary Plat has been approved. As a result, they will be subject to construct public improvements deemed necessary by Public Works before approval of the final plat.

5. 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.

6. The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. An engineering report was provided by the engineer of record in Attachment 3.

PUBLIC NOTIFICATION:

The property was posted 10 days prior to the Planning and Zoning Commission meeting.

DEPARTMENT COMMENTS:

ATTACHMENT 1
DEPARTMENT COMMENTS

CITY UTILITIES:

Prelim plat is acceptable. A 10" Utility easement will need to be added along both sides of the proposed new ROW and around the cul-de-sac. Please show 48" water transmission main on future submittals. Final routing of Elec/Gas/Water will be determined by CU Engineering. As a commercial subdivision, the costs for CU"s portion of the Electric Extension will be apportioned to each lot on a per square foot basis.

CLEAN WATER SERVICES COMMENTS:

1. There is no public sewer available to this site. Public sewer will have to be extended to be adjacent to lot(s) which are to be developed. This will require public improvement plans. Need to show the proposed sewer on the preliminary plat.
2. Escrow of the offsite sewer would probably not be allowed because of the length and possibility of rock.

According to the engineering report, the offsite sanitary sewer can cross the existing storm sewer box culvert. If crossing beneath the box culvert, it will need to be installed with a casing to facilitate future repair and maintenance. Public sewer is shown to be available to each proposed lot.

FIRE DEPARTMENT COMMENTS:

Fire hydrants to be added per 2018 IFC before building.

PUBLIC WORKS TRAFFIC COMMENTS:

1. A Traffic Study will need to be submitted and approved to determine if the development can function with only one way in and out or if other options need to be explored.
2. All infrastructure improvements will need to be submitted through Public Improvement Plans. Plans must be approved, and improvements constructed or escrowed prior to approval of the final plat.
3. Sidewalks will be required to be constructed along Woodstock Avenue.

PUBLIC WORKS STORMWATER COMMENTS:

There are no stormwater issues with preliminary plat. Please note, however, that development of the property will be subject to the following conditions at the time of development:

1. Detention will be required and a buyout, paying a fee in lieu of constructing detention, will not be allowed. If disturbing more than one-acre water quality will still be required.
2. If water quality is required it must be built, inspected, and approved prior to release of the building permit. If this is not possible submit a temporary stormwater plan with your plan submittal.
3. As-builts will be required. An as-built certification is required for all stormwater control measures used to meet detention and water quality. See Chapter 10. The as-builts must be submitted and approved prior to release of the certificate of occupancy.
4. An operation & maintenance plan and agreement are required and must be submitted in the Reports folder for review prior to signatures. Please see the instructions and templates at https://www.springfieldmo.gov/2120/Resources.

5. Need to show the existing and proposed amount of impervious surfacing. For any increase in impervious surfacing, current detention and water quality requirements must be met. Structures and impervious surface onsite and currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.
6. Low impact development site planning and design approaches should be used where feasible per Chapter 10, including minimizing disturbance of steep slopes, preserving trees, working with natural drainage patterns, and a treatment train approach of open conveyance and small distributed stormwater control measures.

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, 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	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

PW TRANSPORTATION COMMENTS:

Public improvement plans will need to be submitted before final plat is approved. Public improvement plans must comply with COS Public Improvement Standards (https://www.springfieldmo.gov/pwdesignguide)

REQUIREMENTS FOR APPROVAL:

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. A Traffic Impact Study shall be prepared, submitted and approved by the Public Works Department prior to the approval of the final plat. Any improvements required as part of the Traffic Impact Study must be constructed and approved, or funds escrowed, prior to the approval of the final plat.

7. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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.

Attachment 3

Engineering Report

for

Magers Crossroads at 65-Preliminary Plat

Springfield, Missouri

Submitted to:

City of Springfield

December 2, 2019

12/02/2019

Lee Engineering and Associates, LLC
1200 E. Woodhurst, Suite D200
Springfield MO, 65807
Phone: 417-886-9100
Fax: 417-886-9336
Missouri State Certificate of Authority
Engineering #2005015504

Project Number: 540

Engineering Report for

Magers Crossroads at 65-Preliminary Plat

City of Springfield, Missouri

Title	Page Number
Summary	1
Sinkholes	1
Sanitary Sewer	1
Street System	1
Traffic Impact Statement	1
Utilities	1
Stormwater	2
Water Quality	2

A. Summary

The subdivision will divide a 17 acre tract into four large tracts

B. Sinkholes:

There is a possible sinkhole that shows up on the City's Website. The sinkhole is located in the right of way for Woodstock. I walked the site and did not observe any collapse or karst features. A review of the City's aerials will show that is area has been under construction for the last 10 years. The area is in an existing channel that contains multiple check dams and grading. It appears the grading showed up as a sinkhole on the City's website.

C. Sanitary Sewer:

Sanitary Sewer is available along Battlefield to serve the subdivision. The sewer will run along Battlefield within the right of way. The existing culvert under Battlefield and the sewer inverts were studied and the sewer will fit over or under the existing culvert.

D. Street System:

Woodstock will be extended north and end in a cul-de-sac. The length is over the maximum 800' requirement. Therefore, a variance is being requested. An access easement will be provided across the Jack Henry property in accordance with their zoning requirements. This will allow two entry points to the subdivision. The cul-de-sac will be the City of Springfield's standard 48.5' back of curb radius and 60' right of way radius. The cul-de-sac is adequate for fire truck turn around.

The street grades will vary between 0.5% and 8% along Woodstock which meets the City's standards. The street will be considered a local commercial street. The right of way of Woodstock will be 60' wide. Woodstock will be 37' wide measured from back of curb and will be designed in accordance with City of Springfield standard typical street sections (ST-1).

E. Traffic Impact Statement:

A traffic impact statement is not required. The subdivision of land will not generate any new traffic. The existing zoning allowed 140,000 SF of retail space for one building with the larger lot. The intent of the new subdivision is to have a retail strip center along Battlefield and mostly office space for the remainder of the tracts. If the new development exceeds the traffic allowed under the existing zoning, then a traffic study will be required.

F. Utilities:

Gas, water and electric will be provided by City Utilities. Existing mains are available along Battlefield.

G. Stormwater:

A 54” RCP culvert (2019PW0013) was just placed across the site earlier this year. A hydrology report was submitted and reviewed for that stormwater flow. The site stormwater will be conveyed to onsite detention thru new inlets and pipes that will be designed at the time of development. The site will have underground detention provided on each lot.

H. Water Quality:

Water quality will be provided to meet the City of Springfield Standards. The intent would be to provide water quality along with the detention in a combined system. Each site will be responsible to prepare the water quality designs at the time of development. In general pervious pavement or infiltration trenches will probably be used to access the underground detention.

ATTACHMENT 4

PRELIMINARY PLAT

MAGERS CROSSROADS AT 65

SECTION 3, T28N, R21W

SPRINGFIELD, GREENE COUNTY, MISSOURI

OWNER:
MCLEAN ENTERPRISES
300 S JOHN Q HAMMONS PARKWAY
SUITE 201
SPRINGFIELD, MISSOURI 65806

DEVELOPER:
MAGERS CROSSROADS LLC
2776 S. CAMPBELL
SPRINGFIELD, MISSOURI 65807

(IN FEET)
1 inch = 60 ft.

BASIS OF BEARINGS:

BEARINGS ARE GRID NORTH BASED ON THE MISSOURI STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL ZONE. GPS TIES TO STATION GR-94

GR-94
N: 150050.386m
E: 435674.771m
ELEV: 413.3m

GENERAL NOTES:
DATE OF PREPARATION: NOVEMBER 15, 2019

TOTAL ACREAGE: 17.02 ACRES
CURRENT ZONING: PD 226
PROPOSED ZONING: GR - General Retail
TOTAL LOTS: 4

SMALLEST LOT: 89,832 SF (LOT 2)
LARGEST LOT: 307,557 SF (LOT 4)

THE AREA EAST OF WOODSTOCK AND SOUTH OF LOT 4 IS DESIGNATED AS COMMON AREA.

STORMWATER NOTES -
Detention will be provided on each lot at the time of development.

ACCESS NOTES -
No access will be allowed from any lot to U.S. Highway 65 or Battlefield Road.

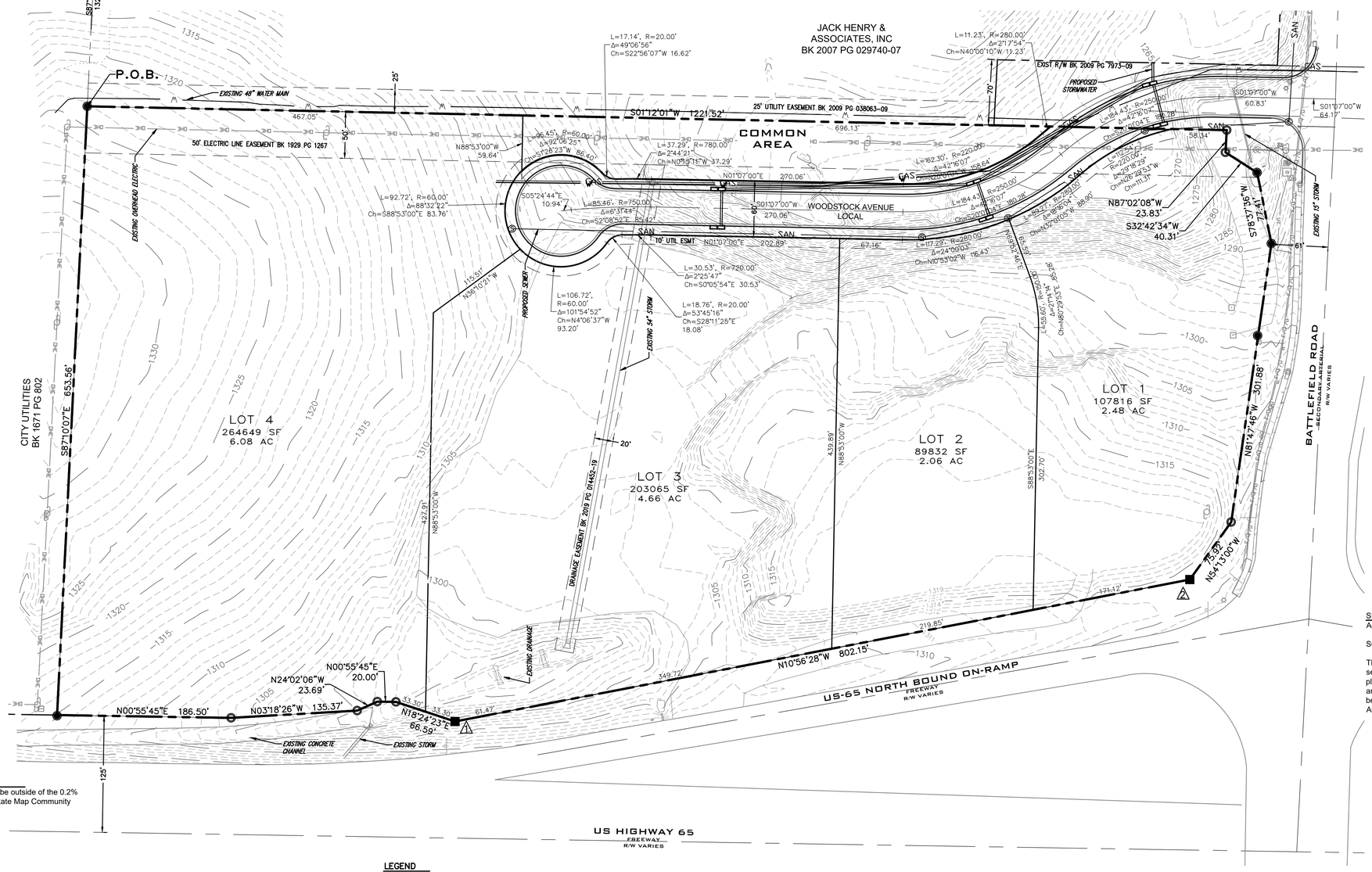
BUILDING SETBACKS:

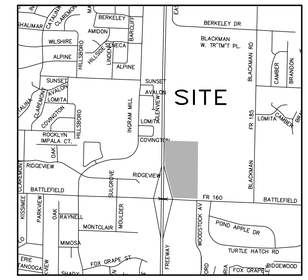
Current Zoning: PD 226

Proposed Zoning: GR

Proposed Zoning Setbacks
Front 15' Local Street
Side 0'
Rear 0'

FLOOD NOTE:
This property lies in Flood Zone "X" (areas determined to be outside of the 0.2% annual chance floodplain) according to Flood Insurance Rate Map Community Panel 29077C 0361 E, effective December 17,2010.





VICINITY MAP
NOT TO SCALE

SURVEY NOTES -
Accuracy Standard: Type Urban Property

SOURCE OF TITLE:: Book 1238 Page 15

The utilities shown were compiled from existing mapping from city services, field locates, and from other mapping/plans such as highway plans. The utilities shown are only to the extent of the available mapping and may not represent all utilities on site. Any particular areas that become of concern during design/planning should be researched further. All buried utilities shown are approximate only.

LEGEND

- FOUND IRON PIN
- SET IRON PIN OR MARKER AS NOTED
- R/W MARKER
- BOUNDARY LINE
- R/W LINE
- EASEMENT LINE
- SETBACK LINE
- (M) MEASURED
- (P) PLAT
- (D) DEED
- (R) RECORD
- LIGHT POLE
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SAN — SANITARY SEWER LINE
- UTILITY POLE
- ELECTRIC METER
- OHE — OVERHEAD ELECTRIC
- UGE — UNDERGROUND ELECTRIC
- GUY WIRE
- PHONE/COMMUNICATION MANHOLE
- PHONE PEDESTAL
- CABLE TV RISER
- CATV — CABLE TV LINE
- UT — UNDERGROUND PHONE
- OT — OVERHEAD PHONE
- F/O — FIBER OPTIC LINE
- WV — WATER VALVE
- WATER METER
- W — WATER LINE
- FIRE HYDRANT
- GV — GAS VALVE
- GAS METER
- GAS — GAS LINE
- X — FENCE LINE (AS NOTED)
- ROAD SIGN (STOP, SPEED LIMIT, ETC)

ABBREVIATIONS:

XFMR	TRANSFORMER
ICV	IRRIGATION CONTROL VALVE
CI	STORMWATER CURB INLET

GRID NORTH
MISSOURI COORDINATE SYSTEM
OF 1983 CENTRAL ZONE
VIA GPS AND TIES TO GEOGRAPHIC
REFERENCE SYSTEM
STATION GR-94.

STATE PLANE COORDINATE TIE
MISSOURI COORDINATE SYSTEM 1983

CONTROL STATION:
GR-94 NORTHING 150050.386m
EASTING 435674.771m

GRID FACTOR: 0.9999239

COURSE	GRID AZIMUTH	GRID DISTANCE
COS GR-09 – 1	180°27'26"	2546.905m
1 – 2	169°03'32"	244.496m

POINT	NORTHING	EASTING
1	147503.562	435695.094
2	147263.510	435741.499

COORDINATES AND DISTANCES EXPRESSED IN METERS

PROPERTY DESCRIPTION:
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 Northeast 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 186.50 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.

DECLARATION BY SURVEYOR:

I hereby declare to McLean Enterprises that the information contained hereon is based upon an actual survey of the land described herein, according to the current Missouri Survey Standards for Property Boundary Surveys, 4CSR30-16, URBAN class properties, that the results are correctly represented hereon to the best of my knowledge and belief and that monuments and pins set were placed under my personal supervision.

Physical evidence of improvements is shown from information taken by visual inspection of the premises. Easements shown are those written, provided or evident from surface features and may not be all inclusive. Apparent ownerships as shown are based on information provided by others and do not represent an opinion as to Title.

This plat of survey is an instrument of service and is protected under U.S. Copyright Law. It is not to be used by anyone other than the party or parties named on this plat unless it has been updated and recertified by Lee Engineering & Associates, L.L.C.

BY: _____ DATE: _____

DON RAY BERRY, PROFESSIONAL LAND SURVEYOR
STATE OF MISSOURI LICENSE NO. 2004017829

DATE:	BY:
REVISIONS:	

SCALE: 1" = 100'
FIELD BY: TS, JS
DRAWN BY: DRB, ACW
CHECKED BY: LEE

PRELIMINARY PLAT

MAGERS CROSSROADS AT 65

SPRINGFIELD, GREENE COUNTY, MISSOURI

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

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"

DATE: 2019-12-24
SHEET: 1 OF 1
PROJECT: 540
FILE: Preliminary Plat – Battlefield & 65.dwg

One-rdg. X
P. Hrngs. _____
Pgs. 3
Filed 02-04-20

Sponsored by McClure

COUNCIL BILL 2020 - 032 RESOLUTION _____

A RESOLUTION

CONFIRMING the reappointment of John Heitz, Robert Lowe, Jr., and Carl Price to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

WHEREAS, the petition establishing the Southern Hills Community Improvement District ("CID"), adopted by passage of Special Ordinance 27019, establishes the qualifications and process for appointing members to the CID's Board; and

WHEREAS, said petition provides that CID Board members are appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, the Mayor desires to reappoint John Heitz, Robert Lowe, Jr., and Carl Price to the Southern Hills CID Board of Directors; and

WHEREAS, City Council desires to confirm said reappointments made by the Mayor.

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

Section 1 – City Council hereby confirms the reappointment of John Heitz to the Southern Hills Community Improvement District Board of Directors. John Heitz's term shall begin at the conclusion of his current term and shall expire on April 9, 2024.

Section 2 – City Council hereby confirms the reappointment of Robert Lowe, Jr. to the Southern Hills Community Improvement District Board of Directors. Robert Lowe, Jr's. term shall begin at the conclusion of his current term and shall expire on April 9, 2024.

Section 3 – City Council hereby confirms the reappointment of Carl Price to the Southern Hills Community Improvement District Board of Directors. Carl Price's term shall begin at the conclusion of his current term and shall expire on April 9, 2024.

Section 4 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2020-032

FILED: 02-04-20

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the reappointment of John Heitz, Robert Lowe, Jr., and Carl Price to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Southern Hills Community Improvement District (CID), the City Council must confirm appointees to the CID Board of Directors. The CID Board of Directors recommends the following individuals be reappointed to the Board:

Seat	Name	Current Term Expires	New Term Expires	Notes
1	John Heitz	4/9/2020	4/9/2024	Reappointment to new term upon expiration of current term
3	Carl Price	4/9/2020	4/9/2024	Reappointment to new term upon expiration of current term
5	Robert Lowe, Jr.	4/9/2020	4/9/2024	Reappointment to new term upon expiration of current term

REMARKS: The abovementioned appointees are owners of real property in the District and are thus qualified to serve on the CID Board of Directors. Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP
Senior City Planner

Mary Lilly Smith, Director

Jason Gage, City Manager